

REQUEST FOR BOARD ACTION

HENDERSON COUNTY BOARD OF COMMISSIONERS

MEETING DATE: December 7, 2020

SUBJECT: Purchase of 50 Computer Workstations

PRESENTER: Mark Seelenbacher, IT Director

ATTACHMENTS:

- I. Bid Tabulation
- II. Publishers Affidavit
- III. Dell Bid

SUMMARY OF REQUEST:

The Board is requested to approve the low bid and authorize staff to proceed with the procurement of 50 Computer Workstations. Bidding was conducted between September 23, 2020 and October 2, 2020. The bidder with the lowest overall cost was Dell for a total price including taxes of \$96,561.24

Fifty computer replacements were approved for the Department of Social Services as part of the FY2021 Information Technology listing. \$110,000.00 was budgeted in the FY2021 Budget for the purchase of these computer workstations.

BOARD ACTION REQUESTED:

The Board is requested to accept the low bid from Dell and authorize Henderson County staff to proceed with the purchase of fifty computer workstations in the amount of \$96,561.24 and authorize the IT Department to proceed with the purchase.

Suggested Motion:

I move the Henderson County Board of Commissioners to accept the low bid from Dell and authorize Henderson County staff to proceed with the purchase of 50 computer workstations in the amount of \$96,561.24.

Bid Tabulation**Formal Bid for the Purchase of 50 Computer Workstations**

Vendor Name	Items Bid	Total Bid Price	Difference from Low Bid	Notes
Dell	Dell Latitute 7410 with thunderbolt dock, mouse, and keyboard	\$ 96,561.24		Uniform Guidance Terms and Conditions were omitted from bid submittal. Waivable error as bidder did not receive an unfair advantage with respect to other bidders.
HyperTec USA	Dell Latitute 7410 with thunderbolt dock, mouse, and keyboard	\$ 127,601.50	\$ 31,040.26	
Mvation Worldwide Inc	Dell Latitute 7410 with thunderbolt dock, mouse, and keyboard	\$ 141,591.50	\$ 45,030.26	
Howard Technology Solutions	Dell Latitute 7410 with thunderbolt dock, mouse, and keyboard	\$ 148,900.00	\$ 52,338.76	
Malor & Company Inc	Dell Latitute 7410 with thunderbolt dock, mouse, and keyboard	\$ 151,000.00	\$ 54,438.76	



P.O. Box 1276
Hendersonville, NC 28793
Phone: (828) 698-0407
E-mail: legals@hendersonvillelightning.com
Web: hendersonvillelightning.com

September 23, 2020

Doug Guffey
Purchasing Agent
Historic Courthouse Annex
113 N. King Street
Hendersonville, NC 28792

Advertisement for Sealed Bids: 50 Computer workstations (DSS)

I, William L. Moss, affirming the following under the penalties of perjury state:

I am editor and publisher of the *Hendersonville Lightning*, a newspaper published, issued and entered as periodical mail in the City of Hendersonville, County of Henderson and State of North Carolina. I hereby certify that the advertisement annexed hereto was published in the editions of the *Hendersonville Lightning* on the following date or dates:

9/23

And that the said newspaper in which such notice, paper, document or legal advertisement was published was, at the time of each and every such publication, a newspaper meeting all of the requirements and qualifications of Section 1-597 of the General Statutes of North Carolina and is a qualified newspaper within the meaning of Section 1-597 of the General Statutes of North Carolina.

This 23rd day of September, 2020.

(Signed)

Sworn to and subscribed before me this 23rd day of September, 2020.

Janet R. Chapin
Janet R. Chapin

Notary Public

My commission expires December 11, 2024.



**ADVERTISEMENT FOR
SEALED BIDS
HENDERSON COUNTY
PUBLIC NOTICE**

The County will accept sealed bids for the furnishing of 50 computer workstations as specified until 2:00 PM EST, Friday, October 2, 2020 at the Henderson County Finance Department, 113 North Main Street, Hendersonville, NC 28792 where the bids will be publicly opened and read aloud. Bids must be sealed and visibly labeled as "Formal Bid: 50 Computer Workstations". The computers must conform to the specifications provided and will be awarded based upon the lowest responsive responsible bidder standard. A copy of the bid package may be obtained from the Henderson County Finance Department between the hours of 9:00 AM and 4:00 PM, Monday through Friday, excluding Holidays, or on Henderson County's website at <https://www.hendersoncountync.gov/search/site/bids>. Bidders with questions regarding computer specifications or the bid process may be referred to Doug Guffey, Purchasing Agent, at 828-694-5023. Henderson County reserves the right to reject any and/or all bids received, or to select the bid which, in our opinion, is in the best overall interest of the County.

Doug Guffey,
Purchasing Agent
Henderson County
Finance Department

9/23



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	3000069374359.1	Sales Rep	Steve Dunn
Total	\$96,561.24	Phone	(800) 456-3355, 6180241
Customer #	3791718	Email	S_Dunn@Dell.com
Quoted On	Sep. 22, 2020	Billing To	ACCOUNTS PAYABLE
Expires by	Oct. 22, 2020		HENDERSON COUNTY
Deal ID	17176585		200 N GROVE, STE 86
			IT DEPT
			HENDERSONVILLE, NC 28792

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Steve Dunn

Shipping Group

Shipping To	Shipping Method
CHRIS STATON HENDERSON COUNTY 200 N GROVE ST STE 86 CHRIS STATON HENDERSONVILLE, NC 28792 (828) 691-6195	Standard Delivery

Product	Unit Price	Qty	Subtotal
DELL Optical MOUSE - MS116	\$9.00	50	\$450.00
Dell Multimedia Keyboard-KB216 - US International (QWERTY) - Black	\$13.53	50	\$676.50
Dell Latitude 7410	\$1,646.58	50	\$82,329.00
Dell Thunderbolt Dock- WD19TB	\$140.00	50	\$7,000.00

Subtotal:	\$90,455.50
Shipping:	\$0.00
Estimated Tax:	\$6,105.74
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Total:	\$96,561.24

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

CHRIS STATON
 HENDERSON COUNTY
 200 N GROVE ST STE 86
 CHRIS STATON
 HENDERSONVILLE, NC 28792
 (828) 691-6195

Shipping Method

Standard Delivery

		Qty	Subtotal
DELL Optical MOUSE - MS116	\$9.00	50	\$450.00

Estimated delivery if purchased today:
 Oct. 01, 2020
 Contract # C000000008653
 Customer Agreement # 204A-ITS-400203

Description	SKU	Unit Price	Qty	Subtotal
DELL Optical MOUSE - MS116	275-BBCB	-	50	-

		Qty	Subtotal
Dell Multimedia Keyboard-KB216 - US International (QWERTY) - Black	\$13.53	50	\$676.50

Estimated delivery if purchased today:
 Oct. 01, 2020
 Contract # C000000008653
 Customer Agreement # 204A-ITS-400203

Description	SKU	Unit Price	Qty	Subtotal
Dell Multimedia Keyboard-KB216 - US International (QWERTY) - Black	580-ADMT	-	50	-

		Qty	Subtotal
Dell Latitude 7410	\$1,646.58	50	\$82,329.00

Estimated delivery if purchased today:
 Oct. 28, 2020
 Contract # C000000008653
 Customer Agreement # 204A-ITS-400203

Description	SKU	Unit Price	Qty	Subtotal
Latitude 7410, XCTO	210-AVOC	-	50	-
Intel Core I7-10610U Processor (4 Core, 8MB Cache, 1.80GHz, 15W, vPro Capable)	379-BDVB	-	50	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	50	-
No Productivity Software	630-AAPK	-	50	-
Intel Integrated UHD Graphics, i7-10610U 4-Core Processor, 16G Memory	338-BVHP	-	50	-
Intel vPro Active Management Technology (for vPro CPU, vPro Capable)	631-ACNE	-	50	-
16GB, 2666 MHz, DDR4 Non-ECC, Integrated	370-AFMH	-	50	-
M.2 512GB PCIe NVMe Class 40 Solid State Drive	400-BDKQ	-	50	-
Laptop, 14.0" FHD (1920 x 1080) AG, SLP, 6.0mm HD Cam/Mic, WLAN, Carbon Fiber, Non-Touch	391-BFMJ	-	50	-
Touch Fingerprint Reader in Power Button, Thunderbolt 3, Carbon Fiber	346-BGIK	-	50	-
Single Point Keyboard US-English with backlight	583-BGHO	-	50	-
Intel Wi-Fi 6 AX201 2x2 802.11ax 160MHz + Bluetooth 5.1 Wireless Driver	555-BFTY	-	50	-
Intel Wi-Fi 6 AX201 2x2 802.11ax 160MHz + Bluetooth 5.1	555-BFVZ	-	50	-

No Mobile Broadband Card	556-BBCD	-	50	-
4 Cell 52WHr ExpressCharge Capable Battery	451-BCPW	-	50	-
65W Type-C Epeat Adapter	492-BCXP	-	50	-
No Anti-Virus Software	650-AAAM	-	50	-
OS-Windows Media Not Included	620-AALW	-	50	-
US Power Cord	537-BBBL	-	50	-
Quick Reference Guide for Laptop	340-CPWB	-	50	-
US Order	332-1286	-	50	-
No Docking Station	452-BBSE	-	50	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	50	-
Custom Configuration	817-BBBB	-	50	-
FCC Label	389-DPGO	-	50	-
SupportAssist	525-BBCL	-	50	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	50	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	50	-
Waves Maxx Audio	658-BBRB	-	50	-
Dell Power Manager	658-BDVK	-	50	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	50	-
Dell Optimizer	658-BEQP	-	50	-
System Driver, Latitude 7410	658-BESL	-	50	-
Direct Ship Info	340-AAPP	-	50	-
Mix Model Ship, 65W, Laptop, Carbon Fiber	340-CQSG	-	50	-
Intel Core i7 Label for vPro	340-CPOZ	-	50	-
No Option Included	340-ACQQ	-	50	-
No Mouse	570-AADK	-	50	-
No Resource DVD / USB	430-XXYG	-	50	-
ENERGY STAR Qualified	387-BBOP	-	50	-
BTO Standard Shipment (VS)	800-BBQK	-	50	-
No UPC Label	389-BCGW	-	50	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	50	-
Door Bottom, Carbon Fiber, WLAN, no I5 10210U, 4G, HD	321-BFRP	-	50	-
No AutoPilot	340-CKSZ	-	50	-
Dell Limited Hardware Warranty Plus Service	804-2167	-	50	-
ProSupport Plus: Accidental Damage Service, 5 Years	804-2197	-	50	-
ProSupport Plus: Next Business Day Onsite, 5 Years	804-2198	-	50	-
ProSupport Plus: Keep Your Hard Drive, 5 Years	804-2199	-	50	-
ProSupport Plus: 7x24 Technical Support, 5 Years	804-2200	-	50	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	50	-
			Qty	Subtotal
Dell Thunderbolt Dock- WD19TB		\$140.00	50	\$7,000.00
Estimated delivery if purchased today:				

Oct. 21, 2020
Contract # C000000008653
Customer Agreement # 204A-ITS-400203

Description	SKU	Unit Price	Qty	Subtotal
Dell Thunderbolt Dock- WD19TB	210-ARIK	-	50	-
Advanced Exchange Service, 3 Years	824-3984	-	50	-
Dell Limited Hardware Warranty	824-3993	-	50	-

Subtotal:	\$90,455.50
Shipping:	\$0.00
Estimated Tax:	\$6,105.74

Total:	\$96,561.24
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Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions : Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm

Offer-Specific, Third Party and Program Specific Terms : Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only : Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only : If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

Customer agrees to accept delivery of its order within a reasonable amount of time from when the order is shipped.

Federal Procurement Terms and Conditions

- I.** Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

When federal funds are expended by Henderson County, Henderson County reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

- II.** Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000)

When federal funds are expended by Henderson County, Henderson County reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Henderson County also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Henderson County believes, in its sole discretion that it is in the best interest of Henderson County to do so. The vendor will be compensated for work performed and accepted and goods accepted by Henderson County as of the termination date if the contract is terminated for convenience of Henderson County. Any award under this procurement process is not exclusive and Henderson County reserves the right to purchase goods and services from other vendors when it is in the best interest of Henderson County.

- III. FEDERAL FUNDS:** The source of funds for this contract is federal funds, therefore the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable). To the extent these provisions apply and conflict with provisions of North Carolina law, these provisions shall control. It shall be the responsibility of the contractor to determine whether these provisions apply.

A.) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

B. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act

Federal Procurement Terms and Conditions

(40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the **Copeland "Anti-Kickback" Act (40 U.S.C. 3145)**, as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- C. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- D. Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- E. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387),** as amended—Contracts and subgrants of amounts in excess of

Federal Procurement Terms and Conditions

\$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- F. Debarment and Suspension (Executive Orders 12549 and 12689)**—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Henderson County, the vendor certifies that during the term of an award for all contracts by Henderson County resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

- G. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer

Federal Procurement Terms and Conditions

or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

H. Procurement of Recovered Materials CFR § 200.322

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

I. Record Retention Requirements for Contracts Paid with Federal Funds 2 CFR § 200.333

When federal funds are expended by Henderson County for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Vendor agrees to comply with all federal, state, and local laws, rules, regulations, executive orders, and ordinances, as applicable. Vendor will comply with all FEMA procedures and directives. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above in the Terms and Conditions.

Federal Procurement Terms and Conditions

Vendor's Name/Company Name: Dell Marketing L.P.

Address, City, State, and Zip Code: One Dell Way, Round Rock Texas 78682

Phone Number: (512) 647-6341 Fax Number: (512) 283-0352

Printed Name and Title of Authorized Representative: Dennis Brabandt Contract Program Manager

Email Address: Dennis_Brabandt@Dell.com

Signature of Authorized Representative:

Dennis Brabandt

Date: 11/13/2020