## **REQUEST FOR BOARD ACTION**

## HENDERSON COUNTY BOARD OF COMMISSIONERS

MEETING DATE:	March 16, 2022			
SUBJECT:	Award of Formal Bid DSS Computer Workstations			
PRESENTER:	Mark Seelenbacher, IT Director			
ATTACHMENTS:	<ul><li>I. Bid Tabulation</li><li>II. Publishers Affidavit</li><li>III. Dell Bid</li></ul>			

## SUMMARY OF REQUEST:

The Board is requested to approve the bid and authorize staff to proceed with the procurement of sixty-seven computer workstations. Bidding was conducted between January 05, 2022, and February 11, 2022. The bidder with the lowest responsive, responsible bid was Dell for a total price pre-tax of \$121,126.62. Trafera, LLC was the lowest bid at \$110,751 pre-tax; however, they did not meet specifications for warranty and replacement requirements.

Sixty-Seven computer replacements were approved for the Department of Social Services as part of the FY2022 Information Technology listing. \$147,400 was budgeted in the FY2022 Budget for the purchase of these computer workstations.

## **BOARD ACTION REQUESTED:**

The Board is requested to accept the lowest responsive, responsible bid from Dell and authorize Henderson County staff to proceed with the purchase of sixty-seven computer workstations in the amount of \$121,126.62 and authorize the IT Department to proceed with the purchase.

## Suggested Motion:

*I move the Henderson County Board of Commissioners to accept the lowest responsive, responsible bid from Dell and authorize Henderson County staff to proceed with the purchase of sixty-seven computer workstations in the amount of \$121,126.62.* 

	Attachment I: Bid Tabulation						
	Formal Bid Purchase of Computer Workstations Opened Friday, February 11, 2022 at 3:00PM EST						
Vendor Name	Manufacturer		d Cost (Including Tax)		Notes		
Trafera, LLC	Lenovo	\$	110,751.00		Did not meet warranty and replacement requirements		
Dell Technologies	Dell	\$	121,126.62	\$ (10,375.62)			
IOT Professional	Dynabook	\$	140,141.00	\$ (29,390.00)			
Malor & Company Inc	Dell	\$	144,027.89	\$ (33,276.89)			
Tandum Technical Solutions	Dell	\$	170,000.00	\$ (59,249.00)			
Walser Technology Group	Lenovo	\$	170,946.48	\$ (60,195.48)			
Sunflower Lab, LLC	Dell	\$	204,587.05	\$ (93,836.05)			
Princeton IT Services, Inc.	Dell	\$	205,466.08	\$ (94,715.08)			
AKA Comp Solutions, Inc.	Dell	\$	210,146.17	\$ (99,395.17)			
Howard Technology Solutions a division of Howard Industries, Inc	Dell	\$	212,591.00	\$ (101,840.00)			
Logix Service Inc DBA AMTEK	Dell	\$	214,028.08	\$ (103,277.08)			
DVTech	Dell	\$	217,913.81	\$ (107,162.81)			



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

January 12, 2022

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

Formal Bid: Purchase of Computer Workstations

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:

1/12/22

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 12th day of January, 2022. (Signed)

Sworn to and subscribed before me this 12th day of January, 2022.

Notary Public Janet R. Chapin

My commission expires December 11, 2024.

#### ADVERTISEMENT FOR SEALED BIDS

**HENDERSON COUNTY** Henderson County will accept sealed bids for the procurement of computer workstations as specified until 3:00 PM EST, Friday, February 11, 2022, 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: Purchase of Computer Workstations". The procurement of this equipment is funded with federal funds. The equipment 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/rfps. **Bidders with questions** regarding equipment 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

1/05/22

Dell Customer Communication - Confidential

# **D&LL**Technologies

One Dell Way Round Rock, TX 78682 USA

http://www.dell.com/

February 11th, 2022 Henderson County Information Technology / Formal Bid for Purchase of Computer Workstations Doug Guffey

Dear Mr. Guffey,

Thank you for this opportunity to submit pricing for Henderson County's forthcoming technology project. We have studied the information provided to us about your business requirements and carefully analyzed yourtechnology needs. The recommended solution has been designed to meet your needs in the most cost- effective way without compromising on quality, service or ongoing support.

The attached quote should meet or exceed all specifications as required in your request.

If you wish to procure these products or services from Dell on this basis, then you may do so by using an existing agreement Dell has in place. Dell's offer to sale and subsequent issuance of an Award or Purchase Order for Purchase of Computer Workstations from Henderson County and subsequent performance in relation to this response is contingent on and understood to indicate the acceptance of the Dell | the State of North Carolina (NC State 204A-ITS-400203) Contract Code: C00000008653 between Dell Marketing L.P and the State of North Carolina. The terms in or on a resulting Purchase Order from the State of North Carolina to Dell shall not be applicable to any contract awarded.

With this response, we have provided your RFx Documents and/or forms completed and executed as requested.

Should you have any questions regarding this response, please contact your dedicated AccountExecutive Chavous "CJ" Johnson at 704-254-4637 or online at Ci\_johnson@dell.com.

We look forward to working with you.

Sincerely

ta

Michelle Chaney Proposal Manager



## 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. Total

Customer # Quoted On Expires by

Contract Name

Contract Code Customer Agreement # 204A-ITS-400203 Deal ID

#### Message from your Sales Rep

3000110564990.1 \$129,302.67 3791718 Jan. 28, 2022 Feb. 27, 2022 Microcomputers, Peripherals, and related Services C00000008653 22070058

Sales Rep Email Phone

Steve Dunn (800) 456-3355, 6180241 S Dunn@Dell.com Billing To ACCOUNTS PAYABLE HENDERSON COUNTY 200 N GROVE, STE 86 IT DEPT HENDERSONVILLE, NC 28792

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

Product	Unit Price	Quantity	Subtotal
Dell Latitude 7420	\$1,539.87	67	\$103,171.29
Dell Thunderbolt Dock- WD19TBS	\$215.00	67	\$14,405.00
Dell Premier Multi-Device Wireless Keyboard & Mouse - KM7321W	\$52.99	67	\$3,550.33

Subtotal:	\$121,126.62
Shipping:	\$0.00
Environmental Fee:	\$0.00
Non-Taxable Amount:	\$0.00
Taxable Amount:	\$121,126.62
Estimated Tax:	\$8,176.05
Total:	\$129,302.67

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

## **Shipping Group Details**

#### Shipping To

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

#### **Shipping Method**

Standard Ground

			Quantity	Subtotal
<b>Dell Latitude 7420</b> Estimated delivery if purchased today: Mar. 11, 2022 Contract # C000000008653 Customer Agreement # 204A-ITS-400203		\$1,539.87	67	\$103,171.29
Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 7420 XCTO	210-AYBC	-	67	-
11th Generation Intel Core i7-1165G7 (4 Core, 12M Cache, base 2.8 GHz, up to 4.7 GHz)	379-BEIG	2	67	
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP		67	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	67	27
7-1165G7, non vPro, Intel Iris XE Graphics, 16GB Memory, Laptop	338-BYEY	-	67	-
ME Disable Manageability	631-ACTM	-	67	-
16GB, Non-ECC, Integrated	370-AFMH	-	67	-
Laptop 14.0" FHD (1920x1080) AG, Touch, WVA, 300 nits, FHD IR Cam+Mic, WLAN only, Carbon Fiber	391-BGCZ		67	-
Single Point keyboard English US with backlit	583-BHFD	-	67	-
No Mouse	570-AADK	-	67	-
Wireless Intel AX201 WLAN Driver	555-BGHO		67	-
ntel Wi-Fi 6 AX201 2x2 802.11ax 160MHz + Bluetooth 5.2	555-BFVZ	4	67	-
No Mobile Broadband Card	556-BBCD	-	67	-
4 Cell 63Whr ExpressChargeTM Capable Battery	451-BCSM	-	67	-
Palmrest, No Security, Carbon Fiber, Thunderbolt 4	346-BGYV		67	
E4 65W Type-C EPEAT Adapter	492-BCXP	-	67	-
No Anti-Virus Software	650-AAAM	5	67	
DS-Windows Media Not Included	620-AALW	-	67	-
E4 Power Cord 1M for US	537-BBBL	-	67	-
Quick Reference Guide for Laptop	340-CUEH	-	67	-
JS Order	332-1286	-	67	-
No Resource USB Media	430-XXYG	-	67	-
SERI Guide (ENG/FR/Multi)	340-AGIK	2	67	2
ENERGY STAR Qualified	387-BBLW	-	67	
Custom Configuration	817-BBBB	-	67	-
SupportAssist	525-BBCL	-	67	5
Dell(TM) Digital Delivery Cirrus Client	640-BBLW		67	-

Page 3

Estimated delivery if purchased today: Mar. 24, 2022 Contract # C000000008653 Customer Agreement # 204A-ITS-400203 Description SKU Unit Price Quantity Subtota Dell Thunderbolt Dock- WD19TBS 210-AZBI - 67 Advanced Exchange Service, 3 Years 824-3984 - 67 Dell Limited Hardware Warranty 824-3993 - 67 Quantity Subtota Dell Premier Multi-Device Wireless Keyboard & Mouse - KM7321W \$52.99 67 \$3,550.3 Estimated delivery if purchased today: Feb. 04, 2022 Contract # C000000008653 Customer Agreement # 204A-ITS-400203 Description SKU Unit Price Quantity Subtota Dell Premier Multi-Device Wireless Keyboard & Mouse - KM7321W 580-AJIX - 67 Subtotal: \$121,126.62 Shipping: \$0.00 Environmental Fee: \$0.00				Total:	\$129,302.67
Drivers, Firmware and Apps)     Bool-Bablink     Bool       Waves Maxx Audio     663-BBRB     67       Dell Power Manager     658-BDVK     67       Dell SupportAssist OS Recovery Tool     668-BECK     67       Dell Optimizer     658-BECK     67       Dell Optimizer     658-BECDQ     67       Dell Optimizer     658-BECDQ     67       Min Model Ship, 65W, Laptop     340-CUSL     67       Intel(R) Core(TM) 17 non-VPro Processor Label     389-DXDV     67       S10 Standard Shipment (VS)     800-BB0K     67       No UPC Label     389-BCGW     67       Dell Dytto Machaset Mariant Standard Shipment (VS)     607       No AutoPluot     340-CKSZ     67       ProSuppot Plus: Acidental Damage Service, 5 Years     804-2197     67       ProSuppot Plus: Next Business Day Onsite, 5 Years     804-2197     67       ProSuppot Plus: Next Business Day Onsite, 5 Years     804-2197     67       ProSuppot Plus: Next Business Day Onsite, 5 Years     804-2197     67       ProSuppot Plus: Next Business Day Onsite, 5 Years     804-2197     67				Shipping: nental Fee:	\$121,126.62 \$0.00 \$0.00 \$8,176.05
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Drivers, Firmware and Apps) 658-BBRB 67   Naves Maxx Audio 658-BBRB 67   Dell Power Manager 658-BDVK 67   Dell SupportAssist OS Recovery Tool 658-BEOK 67   Dell Optimizer 658-BEQP 67   Nindows PKID Label 658-BFDQ 67   Mix Model Ship, 65W, Laptop 340-CUSL 67	3TO Standard Shipment (VS)	800-BBQK	-	67	-
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Drivers, Firmware and Apps) 658-BBRB 67   Naves Maxx Audio 658-BBRB 67   Dell Power Manager 658-BDVK 67   Dell SupportAssist OS Recovery Tool 658-BEOK 67   Dell Optimizer 658-BEQP 67	Mix Model Ship, 65W, Laptop	340-CUSL	(7.);	67	l d
Drivers, Firmware and Apps) 658-BBRB 67   Vaves Maxx Audio 658-BBRB 67   Dell Power Manager 658-BDVK 67   Dell SupportAssist OS Recovery Tool 658-BEOK 67	Vindows PKID Label	658-BFDQ		67	
Drivers, Firmware and Apps) 658-BBRB 67   Vaves Maxx Audio 658-BBRB 67   Dell Power Manager 658-BDVK 67	Dell Optimizer	658-BEQP		67	
Drivers, Firmware and Apps) 658-BBRB 67   Vaves Maxx Audio 658-BBRB 67	Dell SupportAssist OS Recovery Tool	658-BEOK		67	3
Drivers, Firmware and Apps)	Dell Power Manager	658-BDVK	÷.	67	
DOO-DDIVID U/	Vaves Maxx Audio	658-BBRB		67	
		658-BBMR	E	67	

Page 4 Dell Mark (1990) P. USS any Dell Surgerma LP us in let-shar Grie Dell-Way, Mail Stra, 5129, Round Rock, DX 78682

#### **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 enduser 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.

## **BID PROPOSAL FORM**

Pursuant to the General Statutes of North Carolina and 2 CFR Part 200 Federal Uniform Administrative Requirements, Cost Principles, and Audit, as amended, <u>sealed bids</u>, subject to the conditions and specifications herein, are invited for furnishing the following apparatus, supplies, materials, equipment. All bids will be received at the Henderson County Finance Department, at 113 North Main St., Hendersonville, NC 28792, by Friday, February 11, 2022 at 3:00PM EST, at which time the sealed bids will be publicly opened and read.

The undersigned, as bidder, hereby declares that this proposal is made without connection with any other person, company, or parties making a similar bid or proposal, and that the proposal is in all respects fair and in good faith, without collusion or fraud.

The bidder has carefully examined the annexed form of specifications and instructions to bidders and hereby declares that he will furnish the equipment called for in the manner prescribed in the specifications and instructions to bidders for the following price:

DESCRIPTION	QUANTITY	UNIT PRICE	FREIGHT	EXTENDED PRICE
Dell Thunderbolt Dock- WD19TBS	67	\$215.00	\$0	\$14,405.00
Dell Latitude 7420	67	\$1,539.87	\$0	\$103,171.29
Dell Premier Multi-Device Wireless Keyboard & Mouse- KM7321W	67	\$52.99	\$0	\$3,550.33

GRAND TOTAL FOR ALL GOODS. INCLUSIVE OF SHIPPING TO HENDERSON COUNTY, NORTH CAROLINA AND INSTALLTION	\$129,302.67	
ESTIMATED DELIVERY DATE OF WORKSTATIONS.	Estimated delivery if purchased today (1/2 Mar. 11, 2022	28/2022):

## PLEASE NOTE BID PRICES AND SPECIFICATIONS SHALL BE FULLY ENFORCEABLE FOR 90 DAYS AFTER THE BID DUE DATE UNLESS NOTED BELOW:

Printed Name of Firm Representative:	Michelle Chaney
Signature of Firm Representative:	Car
Title:	Proposal Manager
Name of Firm Submitting Proposal:	Dell Marketing L.P.
Firm Address:	One Dell Way, Round Rock, Texas 78682
Telephone Number:	512-647-6793
Email Address:	Michelle.Chaney@Dell.com

Page 2 | 16

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. \*

Vendor's Name/Company Name: Dell Marketing L.P.	
Address, City, State, and Zip Code: One Dell Way, Ro	und Rock, Texas 78682
Phone Number: 512-647-6793	Fax Number: N/A
Printed Name and Title of Authorized Representative	: Michelle Chaney
Email Address: Michelle.Chaney@Dell.com	
Signature of Authorized Representative:	2
Date: 2/11/2022	
Section 19:	Attachments

Attachment A: Debarment and Suspension (Executive Orders 12549 and 12689)

Attachment B: Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Attachment C: Vendor Information Form

\*If you wish to procure these products or services from Dell on this basis, then you may do so by using an existing agreement Dell has in place. Dell's offer to sale and subsequent issuance of an Award or Purchase Order for Purchase of Computer Workstations from Henderson County and subsequent performance in relation to this response is contingent on and understood to indicate the acceptance of the Dell | the State of North Carolina (NC State 204A-ITS-400203) Contract Code: C00000008653 between Dell Marketing L.P and the State of North Carolina. The terms in or on a resulting Purchase Order from the State of North Carolina to Dell shall not be applicable to any contract awarded.

#### ATTACHMENT A

#### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTION

- (1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement extends to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall <u>attach an explanation to this bid or proposal</u>.

The lower tier participant (Bidder/Contractor), certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

	SIGNATURE: TITLE: Proposal Manager
	COMPANY: Dell Marketing L.P. DATE: 1/28/2022
e of Texas	County of Williamson

Notary Public

My Appointment Expires March 24, 2025

HEATHER HAYS JONES Notary ID #132994893 y Commission Expires March 24, 2025

1

Bid Number:

Vendor: Dell Marketing L.P.

#### ATTACHMENT B: CERTIFICATION REGARDING LOBBYING

The undersigned <u>Michelle Chaney - Proposal Manager</u> certifies, to the best of his or her knowledge and belief, that: (Contractor)

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress in connection with the awarding to 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.
- 2. If any funds other than Federal appropriated funds have been paid or wili 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 in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (PL 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 is a prerequisite for making or entering into these transactions imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 for each such expenditure or failure.]

The Contractor, <u>Michelle Chaney - Proposal Manager</u> certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Section A 3801 *et seq.*, apply to this certification and disclosure, if any.

1/28/2022

Date

Signature of Contractor's Authorized Official

Michelle Chaney- Proposal Manager

Name and Title of Contractor's Authorized Official

Subscribed and sworn to before me this <u>28</u> day of <u>January</u>, 20<u>22</u>, in the State of <u>Texas</u>; and the county of <u>Williamson</u>.

otary Public

Commission Expires: March 24, 2025



		Attachment C: Ve	endor Information Form	m
Company Name				
Dell Marketing L.P.				
Mailing Address				
One Dell Way, Round Roc	k, Texas 78682			
Point of Contact Name			Point of Contact Ti	itle
Chavous Johnson			Account Exe	cutive
Phone Num	ber	Fax		Email
704-254-4627		N/A	<u>Cj</u> johnson@	<u>)</u> dell.com
Federal Tax ID N	lumber	DUNS Number	Website	
74-261-6805		60-183-9660	www.delltechnologies.com	
	ITERNAL ROUTING		Required Attachm	ents:
PERSONNEL	DATE RECEIVED	DATE PROCESSED		Completed IRS W-9 form dated within calendar year and signed by authorized personnel
PURCHASING AGENT				Minority and Women Owned Business (MWBE) certification if applicable
ASSISTANT FINANCE DIRECTOR (EF ONLY)	т			Documentation showing registration within SAM.gov