



**CITY OF PORT ST. LUCIE, FLORIDA
TRUE LEASE SCHEDULE NO. 001-4631634-007
MASTER LEASE AGREEMENT NO.004631634**

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. 004631634 ("Agreement") DATED December 15, 2011 BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") AND CITY OF PORT ST.LUCIE, FLORIDA ("Lessee").

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

PRODUCT SELLER: Dell Inc., One Dell Way Round Rock, TX 78682

<u>Product Description</u>	<u>Product Location</u>	<u>Lessee Purchase Order No.</u>	<u>Rent*</u>	<u>Primary Term (Mos.)</u>	<u>Commencement Date**</u>
See Exhibit 'A'	See Exhibit 'A'	TBD	\$250,461.65	36	TBD

Total Product Acquisition Cost: \$736,248.55

Rent is payable: in **Advance**

Payment Period: **Annual**

*Lessee is responsible for applicable taxes, shipping and other amounts as described in the Agreement, and, with the first payment of Rent, any prorated Rent if applicable. Such amounts are further described in Exhibit "A".

**The Commencement Date may be extended for one Payment Period until the Schedule is returned in accordance with the terms in the Agreement. Lessor may charge Lessee prorated Rent accruing from the Acceptance Date to the Commencement Date, as such date is finally determined.

TRUE LEASE PROVISIONS

The following provisions shall apply with respect to this Schedule in addition to those provisions in the Agreement:

1. **TRUE LEASE:** The parties intend for this lease to constitute a true lease of Products under the UCC and all applicable laws. If this Lease is determined to be a lease intended as security, in no event shall Lessee be obligated to pay any time price balance differential in excess of the maximum amount permitted by applicable law (as specified herein or the state where the Products are located, whichever law permits the greater amount). In the event Lessor shall receive anything of value under a Lease that is deemed interest which would exceed the maximum amount of interest allowed under the law, the excess amount shall be applied to the reduction of the unpaid time price balance or shall be refunded to Lessee. In order to reduce the unpaid time price balance, any amount deemed interest shall, to the fullest extent permitted by applicable law, be amortized and spread uniformly throughout the Lease Term."

2. **END OF LEASE OPTIONS.**

(a) Provided that no Event of Default has occurred and is continuing, and at least 90 days but no more than 180 days prior to the expiration of the Primary Term (the "Expiration Date"), Lessee will give irrevocable written notice to Lessor of its intention to either:

- (i) purchase all of the Products at the Fair Market Value (as defined below);
- (ii) renew the Lease Term for a minimum of six (6) months at a rate and for a term agreed upon by both parties; or
- (iii) return all of the Products in accordance with the Agreement.

(b) If Lessee exercises the option to purchase the Products then, upon receipt of payment of the "Fair Market Value" (defined below), plus applicable taxes, Lessor will sell the Products to Lessee AS IS-WHERE IS, WITHOUT WARRANTY OR RECOURSE, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING ANY WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. The Fair Market Value purchase price shall be paid on or before the last day of the Primary Term. "Fair Market Value" means the price of the Products, installed, in use and in the condition required by the Agreement as determined by Lessor in its reasonable judgment. If Lessee disagrees with the Fair Market Value, Lessee shall notify Lessor in writing within 60 days prior to the Expiration Date and, upon Lessee's request, and within ten (10) days after receipt of Lessee's notice, Lessor shall appoint a qualified appraiser reasonably acceptable to Lessee to appraise the retail value of the Products. The amount determined by such appraiser shall be the final Fair Market Value. Lessor and Lessee shall share the expense of such appraisal equally.

(c) If Lessee desires to renew a lease, Lessee and Lessor shall enter into a supplement to this Schedule describing the length of the renewal Lease Term and the renewal Rent provided, however, all other terms of this Schedule and the Agreement shall remain in full force and effect.

(d) Whether or not Lessee has given Lessor notice of its intent as described above, if Lessee does not return or purchase the Products or renew the Lease as required above, the Lease Term shall automatically extend on a month-to-month basis at the Rent in effect on the Expiration Date (prorated on a monthly basis if the Payment Period was other than monthly during the Primary Term). Such extension shall continue until Lessee: (i) provides thirty (30) days prior written notice of its intention to return or purchase the Products (to take effect on the next Rent payment date that is at least 30 days after the notice is received by Lessor) and (ii) either returns or purchases all of the Products in accordance with the End of Lease options above. Payments of Rent during the month-to-month extension are due and payable monthly as specified in Lessor's invoice. If Lessee fails to return or purchase any Products, the Schedule and associated Rent for the Products that have not been returned or purchased shall extend on a month-to-month basis in accordance with the prior sentence.

3. COMPLETION OF SCHEDULE. Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products from time to time if necessary.

If Lessee delivers this signed Schedule, any amendment or other document related to this Schedule or the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibit "A".

CITY OF PORT ST. LUCIE, FLORIDA
(Lessee)

By: _____
Name: _____
Title: _____
Date: _____

DELL FINANCIAL SERVICES L.L.C.
(Lessor)

By: _____
Name: Wendy Keith
Title: Wendy Keith, Sr. Operations Manager
Date: _____



**SAMPLE OPINION LETTER
TO BE EXECUTED ON COUNSEL'S LETTERHEAD**

To: Dell Financial Services L.L.C.
One Dell WayRR1DF-27
Round Rock, TX 78682
ATTN: Aisha Miller

Ladies and Gentlemen:

We are counsel to the **CITY OF PORT ST LUCIE** (the "Lessee") and, in that capacity, we have examined Master Lease Agreement No.004631634, dated as of **December 15,2011**, and the True Lease Schedule No.001-4631634-007 to Master Lease Agreement No.004631634 thereto, dated as of _____ (collectively the "Agreement"), between the Lessee and Dell Financial Services L.L.C. (the "Lessor").

Based on our examination of the Agreement and such other examinations as we have deemed appropriate, we are of the opinion as follows:

(a) The Lessee is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of the State of Florida and is a state or political subdivision thereof as described in Section 103(a) of the Internal Revenue Code of 1986, as amended, with full power and authority to enter into the Agreement and the transactions contemplated thereby and to perform all of its obligations thereunder;

(b) The Agreement has been duly authorized, executed and delivered by _____*, _____ of the Lessee by proper action of its governing board at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of the Agreement against the Lessee;

(c) The Agreement constitutes the valid, legal and binding obligation of the Lessee, enforceable in accordance with its terms;

(d) No approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by the Lessee of the Agreement and the transactions contemplated thereby;

(e) Lessee has complied with any applicable public bidding requirements and other applicable state and federal laws in connection with the Agreement and the transactions contemplated thereby;

(f) The entering into and performance of the Agreement will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, any instrument to which the Lessee is a party or by which it or its assets may be bound, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Products, other than those created by the Agreement;

(g) The Products are tangible personal property and when subject to use by the Lessee will not be or become fixtures or real property under the laws of the State of Florida;

(h) There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting, nor to the best of our knowledge and belief is there any basis therefor, which, if determined adversely to Lessee, will have a material adverse effect on the ability of the Lessee to fulfill its obligations under the Agreement; and

(i) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for Lessee's current Fiscal Period to make the Rent payments scheduled to come due during Lessee's current Fiscal Period and to meet its other obligations under the Agreement for the current Fiscal Period, and such funds have not been expended for other purposes.

This opinion is delivered to the addressee for its benefit and the benefit of its assigns for the purpose contemplated by the Agreement.

Very truly yours,
*Authorized Signatory of Lessee under the Agreement.



**CITY OF PORT ST. LUCIE, FL
LEASE SCHEDULE 001-4631634-007
Exhibit A**

Ship to: 121 SW Port St Lucie Blvd Building C Port St Lucie, FL 34984

Product	Unit Price	Qty	Subtotal
Dell Latitude 5420	\$2,127.55	330	\$702,091.50
Dell Rugged Notebook Desk Dock	\$243.95	35	\$8,538.25
PKG,BASE,VMT,HDM,INUT,2020,	\$456.65	30	\$13,699.50
Docking Station for Dell's Latitude 14 Rugged and Latitude 12 & 14 Rugged Extreme Notebooks	\$397.31	30	\$11,919.30

Subtotal:	\$736,248.55
Shipping:	\$0.00
Non-Taxable Amount:	\$736,248.55
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$736,248.55
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Robyn Holder

From: Bill May
Sent: Monday, November 16, 2020 7:52 AM
To: Robyn Holder
Cc: Lisa Smith; Matthew Shiver; William Vega
Subject: FW: Lease Schedule 001-4631634-007(for your review and execution)CITY OF PORT ST. LUCIE, FLORIDA
Attachments: DFS Public Validity Opinion Letter_001-4631634-007 City of Port St. Lucie, Florida.doc; Lease Schedule_001-4631634-007 City of Port St. Lucie, Florida.pdf; Exhibit A_001-4631634-007_001-4631634-007 City of Port St. Lucie, Florida.pdf

Were you ever copied on this? If not, here it is. Please let me know what the next step is for us to get this going.

Thanks for your assistance.

Regards,

William T. May
Police Administrator
Port St. Lucie Police Department



"IF YOU DO NOT TAKE THE BALL AND RUN WITH IT, SOMEBODY ELSE WILL."

From: Wright, Caren <Caren.Wright@dell.com>
Sent: Friday, November 13, 2020 9:28 AM
To: Bill May <BMay@cityofpsl.com>
Subject: Lease Schedule 001-4631634-007(for your review and execution)CITY OF PORT ST. LUCIE, FLORIDA

Dell Customer Communication - Confidential

FYI...

From: noreply@salesforce.com <noreply@salesforce.com> On Behalf Of DFS_US_Contract Signature
Sent: Thursday, November 12, 2020 9:25 AM
To: Bill.May@pslpd.us
Cc: Wright, Caren
Subject: Lease Schedule 001-4631634-007(for your review and execution)CITY OF PORT ST. LUCIE, FLORIDA

[EXTERNAL EMAIL]



Enclosed, you will find the following documents relating to Master Agreement #004631634 with CITY OF PORT ST. LUCIE, FLORIDA

- Lease Schedule # 001- 4631634-007 (Please sign and date all copies)
- Exhibit "A" for the schedules listed
- DFS Validity Opinion

After reviewing and executing the lease schedule(s), reply to this email with the signed copy attached. The signed emailed copy of the schedule will then be viewed as the original.

If you require a countersigned hard copy, return all original signed documents via overnight or regular mail to the following address:

Dell Financial Services
RR1DF-27 One Dell Way
Round Rock, TX 78682
Attn: Aisha Miller

Once both originals have been executed by DFS, I will return your original counterpart via mail.

Please don't hesitate to reply to this email should there be anything I can do to help expedite the return of this schedule.

Thank you for choosing Dell Financial Services, and we look forward to servicing your future leasing needs.



ref:_00D301FFZn._5004R1dz7rj:ref



Prepared For: **PORT ST LUCIE, FLORIDA**

November 2, 2020

Thank you for giving Dell Financial Services L.L.C. ("DFS") the opportunity to provide a technology financing solution. Enclosed is a financing proposal for your new technology needs. We look forward to discussing this opportunity in further detail with you. If you have any questions please contact me at the phone number or email address below.

Term	36
Option	FMV
Payments	Annual
Consolidation	Monthly
Payments Due	Advance
Interim Rent	None

Quote Number	Summary Product Description	Product Price	Quantity	Extended Price	Rate Factor	Payments
3000070329222 1	Dell Latitude 5420 & Accessories	\$736,248.55	1	\$736,248.55	0.32718	\$240,885.80
Estimated Property Tax						\$9,575.65
TOTALS				\$736,248.55		\$250,461.45

Proposal Expiration Date:
December 2, 2020

Leasing and financing provided by Dell Financial Services L.L.C. or its affiliate or designee ("DFS") to qualified customers. Offers may not be available or may vary in certain countries. Where available, offers may be changed without notice and are subject to product availability, credit approval, execution of documentation provided by and acceptable to DFS, and may be subject to minimum transaction size. Offers not available for personal, family or household use. Dell and the Dell logo are trademarks of Dell Inc. Proposal is property of DFS, contains confidential information and shall not be duplicated or disclosed in whole or part. Proposal is not a firm offer of financing. Pricing and rates based upon the final amount, configuration and specification of the supplied equipment, software, services or fees. Prorata payment may be due in the first payment cycle. Proposal excludes additional costs to customer such as shipping, maintenance, filing fees, applicable taxes, insurance and similar items. Proposal valid through the expiration date shown above, or if none is specified, for 30 calendar days from date of presentation.

End of Term Options:
Fair Market Value (FMV) Lease:

- Exercise the option to purchase the products at the then fair market value.
- Return all products to lessor at the lessee's expense.
- Renew the lease on a month to month or fixed term basis.

Caren Wright
FSR
Dell | Financial Services
office + 512-728-6628
caren_wright@dell.com

Additional Information:

LEASE QUOTE: The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items which shall be for Lessee's account. Lessee will pay payments and all other amounts without set-off, abatement or reduction for any reason whatsoever. Additionally, Lessee shall declare and pay all sales, use and personal property taxes to the appropriate taxing authorities. If you are sales tax exempt, please provide a copy of your Exemption Certificate with the Lease Contract. If Lessee provides the appropriate tax exemption certificates to DFS, sales and use taxes will not be collected by DFS. However, if your taxing authority assesses a personal property tax on leased equipment, and if DFS pays that tax under your lease structure, Lessee must reimburse DFS for that tax expense in connection with the Lessee's lease.

PURCHASE ORDER: The Purchase Order must be made out to Dell Financial Services L.L.C., One Dell Way, RR8-23, Round Rock, TX 78682. The Purchase Order will need to include the quote number, quantity and description of the equipment. Please be sure to indicate that the PO is for a lease order and shows the type of lease, the term length, and payment frequency. The date of the lease quote referenced should be included. Please be sure to include any applicable shipping costs as a line item and include your address as the SHIP TO destination.

INSURANCE: The risk of loss on the equipment is borne solely by the Lessee. Lessee shall be required to purchase and maintain during the Term (i) comprehensive public liability insurance naming Lessor as additional insured, and (ii) "all-risk" physical damage insurance in a minimum amount of the Purchase Price, naming DFS as first loss payee.

APPROPRIATION COVENANT: The Lease will contain an appropriation of funds clause. The Lessee will covenant that it shall do all things legally within its power to obtain and maintain funds from which the payments may be paid.

DOCUMENTATION: In addition to a duly executed Agreement, other documents as reasonably requested by DFS may be required, such as but not limited to, opinions of counsel, IRS tax exemption forms (if applicable), and audited financials.

PROPOSAL VALIDITY / APPROVALS: This is a proposal based upon market conditions and is valid for 30 days, is subject to final credit approval, review of the economics of the transaction, and execution of mutually acceptable documentation.



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.	3000070329222.1	Sales Rep	Lauren Clary
Total	\$736,248.55	Phone	(800) 456-3355, 6180187
Customer #	530787	Email	Lauren_Clary@Dell.com
Quoted On	Oct. 07, 2020	Billing To	CITY OF PORT ST LUCIE
Expires by	Nov. 06, 2020		CITY OF PORT ST LUCIE
Deal ID	18993833		121 SW PORT ST LUCIE BLVD
			PORT SAINT LUCIE, FL 34984-5042

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,
Lauren Clary

Shipping Group

Shipping To	Shipping Method
STACY WEST CITY OF PORT ST LUCIE 121 S W PORT ST LUCIE BLVD BLDG A PORT SAINT LUCIE, FL 34984-5042 (772) 871-5275	Standard Delivery

Product	Unit Price	Qty	Subtotal
Dell Latitude 5420	\$2,127.55	330	\$702,091.50
Dell Rugged Notebook Desk Dock	\$243.95	35	\$8,538.25
PKG,BASE,VMT,HDM,INUT,2020,	\$456.65	30	\$13,699.50
Docking Station for Dell's Latitude 14 Rugged and Latitude 12 & 14 Rugged Extreme Notebooks	\$397.31	30	\$11,919.30

Subtotal:	\$736,248.55
Shipping:	\$0.00
Non-Taxable Amount:	\$736,248.55
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$736,248.55
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Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

STACY WEST
 CITY OF PORT ST LUCIE
 121 S W PORT ST LUCIE BLVD
 BLDG A
 PORT SAINT LUCIE, FL 34984-5042
 (772) 871-5275

Shipping Method

Standard Delivery

Dell Latitude 5420	\$2,127.55	330	Subtotal	\$702,091.50
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Estimated delivery if purchased today:

Nov. 09, 2020

Contract # C000000010850

Customer Agreement # 950601/MNWNC-108

Description	SKU	Unit Price	Qty	Subtotal
Dell Latitude 5420 Rugged, CTO	210-AQPT	-	330	-
8th Gen Intel Core i7-8650U Processor (Quad Core, 8M Cache, 1.9GHz, 15W, vPro)	379-BDHD	-	330	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	330	-
No Productivity Software	630-AAPK	-	330	-
Intel Core i7-8650U Processor Base with AMD Radeon RX540 Graphics 128 Bit	338-BPTH	-	330	-
No Out-of-Band Systems Management - vPro Disabled	631-ABWH	-	330	-
16GB, 2x8GB, 2666MHz DDR4 Non-ECC	370-AEVG	-	330	-
M.2 512GB PCIe NVMe Class 40 Solid State Drive	400-BBUB	-	330	-
14" FHD WVA (1920 x 1080) Embedded Touch, Outdoor-Readable Screen	391-BDVP	-	330	-
Full Security – FPR, Contacted SC, Contactless SC	346-BEVD	-	330	-
RFID Module Label	389-DOOP	-	330	-
RFID Module Label	389-DOQY	-	330	-
Dell USB,USB,AUDIO,Smart Card left I/O module	590-TEXZ	-	330	-
SYSTEM RATING LABEL	389-DOPP	-	330	-
Sealed Internal RGB Backlit English Keyboard	580-ABYR	-	330	-
Intel Dual Band Wireless AC 8265 (802.11ac) 2x2 + Bluetooth 4.2 Driver	555-BEPE	-	330	-
Intel Dual Band Wireless AC 8265 (802.11ac) 2x2	555-BDGD	-	330	-
WLAN Bracket	575-BBYW	-	330	-
Qualcomm Snapdragon X20 (DW5821e) ATT	556-BBZI	-	330	-
WWAN Bracket	575-BBYX	-	330	-
3 Cell 51Whr 3-Year Limited Hardware Warranty ExpressCharge Capable Primary Battery	451-BCOQ	-	330	-
90 Watt AC Adapter	492-BCNQ	-	330	-
No Anti-Virus Software	650-AAAM	-	330	-
OS-Windows Media Not Included	620-AALW	-	330	-
E5 US Power Cord	537-BBBD	-	330	-
Quick Referene Guide	340-CHGB	-	330	-

Factory Installed Rigid handle tied sku	540-BCIH	-	330	-
US Order	332-1286	-	330	-
3 Cell 51Whr 3-Year Limited Hardware Warranty ExpressCharge Capable Secondary Battery	451-BCOR	-	330	-
SERI Guide (English/Spanish)	340-AGIN	-	330	-
Regulatory Label included	389-BEYY	-	330	-
TPM Enabled	340-AJPV	-	330	-
System Driver, Dell Latitude 5420	640-BBRG	-	330	-
Dell Developed Recovery Environment	658-BCUV	-	330	-
Shuttle SHIP Material	328-BCXL	-	330	-
Directship Info Mod	340-CKTD	-	330	-
Intel(R) Core(TM) i7 Processor Label	389-CGBC	-	330	-
No Option Included	340-ACQQ	-	330	-
No Resource DVD / USB	430-XXYG	-	330	-
ENERGY STAR Qualified	387-BBNJ	-	330	-
BTO Standard shipment Air	800-BBGF	-	330	-
No UPC Label	389-BDCE	-	330	-
No Additional IO Ports	590-TEYC	-	330	-
Dedicated u-blox NEO-MQN GPS Card	540-BCIG	-	330	-
RGB Camera	319-BBFN	-	330	-
No AutoPilot	340-CKSZ	-	330	-
ProSupport Plus: Next Business Day Onsite, 3 Years	808-6797	-	330	-
Dell Limited Hardware Warranty Initial Year	808-6805	-	330	-
ProSupport Plus: Accidental Damage Service, 3 Years	808-6817	-	330	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	808-6818	-	330	-
ProSupport Plus: 7X24 Technical Support, 3 Years	808-6847	-	330	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	330	-
Basic Deployment for Client, Configuration Services	366-0493	-	330	-
ProDeploy Client Suite Imaging Services, Configuration Services	366-0496	-	330	-
Basic Deployment for Client Basic Information, Configuration Services	380-6311	-	330	-
ProDeploy Client Suite Imaging Services, Information, Configuration Services	380-6314	-	330	-
Basic Deployment Dell Client PC	810-1356	-	330	-
ARR, LEASE, TRANSPORTATION ONLY, MORE THAN 10 UNITS	983-2917	-	330	-
			Qty	Subtotal
Dell Rugged Notebook Desk Dock			\$243.95	35
Estimated delivery if purchased today: Oct. 21, 2020 Contract # C000000010850 Customer Agreement # 950601/MNWNC-108				
Description	SKU	Unit Price	Qty	Subtotal
Dell Rugged Notebook Desk Dock	452-BCGQ	-	35	-
			Qty	Subtotal
PKG,BASE,VMT,HDM,INUT,2020,			\$456.65	30
				\$13,699.50

Estimated delivery if purchased today:
 Oct. 19, 2020
 Contract # C000000010850
 Customer Agreement # 950601/MNWNC-108

Description	SKU	Unit Price	Qty	Subtotal
PKG,BASE,VMT,HDM,INUT,2020,	AA655163	-	30	-
			Qty	Subtotal
Docking Station for Dell's Latitude 14 Rugged and Latitude 12 & 14 Rugged Extreme Notebooks			30	\$11,919.30

Estimated delivery if purchased today:
 Dec. 08, 2020
 Contract # C000000010850
 Customer Agreement # 950601/MNWNC-108

Description	SKU	Unit Price	Qty	Subtotal
Docking Station for Dell's Latitude 14 Rugged and Latitude 12 & 14 Rugged Extreme Notebooks	AA472930	-	30	-

Subtotal:	\$736,248.55
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$736,248.55

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.

Robyn Holder

From: Matthew Shiver
Sent: Wednesday, November 4, 2020 9:19 AM
To: Robyn Holder
Subject: FW: Police Laptop renewal lease #7 - Dell
Attachments: US_QUOTE_3000070329222.1.pdf; Port St Lucie, Florida 11.02.20.pdf

Matt Shiver
Procurement Division Director
City of Port St. Lucie, Florida
Email: mshiver@cityofpsl.com
Phone: 772-871-7390

From: Bill May <BMay@cityofpsl.com>
Sent: Tuesday, November 3, 2020 2:41 PM
To: Bill Jones <JonesB@cityofpsl.com>
Cc: Matthew Shiver <MShiver@cityofpsl.com>; Lisa Smith <LWSmith@cityofpsl.com>; John Bolduc <JBolduc@cityofpsl.com>; William Vega <WVega@cityofpsl.com>; Richard Del Toro <RDeltoro@cityofpsl.com>; Melissa Jungjohan <mjungjohan@cityofpsl.com>; Bill May <BMay@cityofpsl.com>; Abraham Alvarez <Abraham.Alvarez@cityofpsl.com>
Subject: Police Laptop renewal lease #7 - Dell

Greetings,

Attached you will find the quote as well as the lease documents for our laptop renewal. As you are well aware, we have a City Master Lease Agreement with Dell and this is the next renewal. The specifications, support, services & imaging have been reviewed by myself, Officer Ghobrial, Wayne Clay & Shawn Yaroma. Details and highlights to keep in mind include:

1. We were able to obtain an additional 13% discount in addition to the discount received on the last refresh.
2. The support and services included in the proposal include:
 - Support Coverage
 - * ProSupport Plus: Next Business Day Onsite, 3 Years
 - * ProSupport Plus: Accidental Damage Service, 3 Years
 - * ProSupport Plus: Keep Your Hard Drive, 3 Years
 - * ProSupport Plus: 7X24 Technical Support, 3 Years

ProSupport Plus Service **includes Keep your Hard Drive** (retain HDD for proprietary information when) and Accidental Damage (covers user induced repairs like drops and spills).

This includes 7X24 Tech Support and techs will be onsite by next business day. This coverage includes troubleshooting software problems and all components of the systems.

3. Deployment

- * Basic Deployment for Client, Configuration Services
- * ProDeploy Client Suite Imaging Services, Configuration Services
- * Basic Deployment for Client Basic Information, Configuration Services
- * ProDeploy Client Suite Imaging Services, Information, Configuration Services

- * Basic Deployment Dell Client PC

Includes imaging systems with BIOS and asset tagging. Order is placed, then customer will be prompted to create their image via TechDirect.

Asset Recovery

- * ARR, LEASE, TRANSPORTATION ONLY

*HDD can be retained on all of the laptops being leased in this proposal, but we must receive the hard drive brackets with the returned devices.

As in the past, all of the options are what the P.D. as well as I.T. require for a efficient turn-around of the new laptops. This will be our seventh renewal, so we are getting pretty good at this. Once you have reviewed it, please send it back to me with your comments as soon as possible. We can then have PMD process this in plenty of time to allow us to execute the exchange. That will allow your personnel ample time to get the image to Dell. In addition, it will allow me to work with Wayne on the deployment schedule.

Thank you,

William T. May
Police Administrator
Port St. Lucie Police Department



"IF YOU DO NOT TAKE THE BALL AND RUN WITH IT, SOMEBODY ELSE WILL."