

Thank you for giving Dell Financial Services L.L.C. ("DFS") the opportunity to provide a technology payment solution. Enclosed is a payment solution 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.

**Expiration Date: 03/09/2023**

*Solution Details*

Quote	Description	Subtotal	36 Month Rotation	
			Rate Factor	Payment
3000143349382.1	CS-CITY OF LYNDEN-SYS-VEN800-000-Cognito Detect for Network w/SidekickStandard MDR,	\$61,471.05	0.36934	\$22,703.72
<b>Totals</b>		<b>\$61,471.05</b>		<b>\$22,703.72</b>

\*Personal Property Taxes (PPT) will apply to this lease.

**End of Term Options**

Below are the typical end of term options:

**Ownership options: includes Tax Exempt (TELP)**

1. Exercise the option to purchase the products for one dollar; or,
2. For an agreed upon fee, return all products to lessor at lessee's expense.

**Additional Information**

**LEASE QUOTE:**

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, RR1DF-27, 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.

**Joe Sarabia**  
Financial Sales Representative  
737-270-9129  
joe.sarabia@dell.com

Payment solutions 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 a payment solution. 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, licensing 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. Upon expiration, lease rates may be changed in the event that market rates change. Subject to applicable law and regulations. Restrictions and additional requirements may apply to transactions with governmental or public entities.



## 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](#).

<b>Quote No.</b>	<b>3000143349382.1</b>	Sales Rep	Michelle Smith
<b>Total</b>	<b>\$66,880.50</b>	Phone	(800) 456-3355, 7238897
Customer #	530030730199	Email	Michelle_Smith@dell.com
Quoted On	Feb. 03, 2023	<b>Billing To</b>	ACCOUNTS PAYABLE
Expires by	Mar. 05, 2023		CITY OF LYNDEN/VECTRA-ST-OEM
Contract Name	Dell Midwestern Higher Education Compact (MHEC) Master Agreement		PO BOX 650
Contract Code	C000000979569		LYNDEN, WA 98264-0650
Customer Agreement #	MHEC-04152022		
Deal ID	25221841		
<b>End User Details</b>	CITY OF LYNDEN LYNDEN, WA 98264		

### Message from your Sales Rep

Please contact Michelle.Smith@dell.com if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,  
Michelle Smith

### Shipping Group

<b>Shipping To</b>	<b>Shipping Method</b>
RECEIVING DEPT CITY OF LYNDEN/VECTRA-ST-OEM 300 4TH ST LYNDEN, WA 98264-1905 (360) 354-2829	Standard Delivery Free Cost

Product	Unit Price	Quantity	Subtotal
CS-CITY OF LYNDEN-SYS-VEN800-000-Cognito Detect for Network w/SidekickStandard MDR, includes Vectra X29 Hardware and VN-	\$61,471.05	1	\$61,471.05

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<b>Subtotal:</b>	<b>\$61,471.05</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Environmental Fee:</b>	<b>\$0.00</b>
<b>Non-Taxable Amount:</b>	<b>\$0.00</b>
<b>Taxable Amount:</b>	<b>\$61,471.05</b>
<b>Estimated Tax:</b>	<b>\$5,409.45</b>
<hr/>	
<b>Total:</b>	<b>\$66,880.50</b>

## Shipping Group Details

### Shipping To

RECEIVING DEPT  
 CITY OF LYNDEN/VECTRA-ST-OEM  
 300 4TH ST  
 LYNDEN, WA 98264-1905  
 (360) 354-2829

### Shipping Method

Standard Delivery Free Cost

		Quantity	Subtotal
<b>CS-CITY OF LYNDEN-SYS-VEN800-000-Cognito Detect for Network w/SidekickStandard MDR, includes Vectra X29 Hardware and VN-</b>	\$61,471.05	1	\$61,471.05

Estimated delivery if purchased today:  
 Mar. 27, 2023  
 Contract # C000000979569  
 Customer Agreement # MHEC-04152022

Description	SKU	Unit Price	Quantity	Subtotal
CS-CITY OF LYNDEN-SYS-VEN800-000-Cognito Detect for Network w/SidekickStandard MDR, includes Vectra X29 Hardware and VN-	AC414978	-	1	-

<b>Subtotal:</b>	<b>\$61,471.05</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Environmental Fee:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$5,409.45</b>
<b>Total:</b>	<b>\$66,880.50</b>

# Important Notes

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## 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](mailto:Tax_Department@dell.com) or [ARSalesTax@emc.com](mailto: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](http://www.dell.com/terms) or [www.dell.com/oemterms](http://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](http://www.Dell.com/eula). Descriptions and terms for Supplier-branded standard services are stated at [www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global) or for certain infrastructure products at [www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm](http://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](http://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):** Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.