

Purchase Order No. 70200/19-09/00

Dell Marketing LP
 Att.: Jordan Jones
 One Dell Way, Mail Stop 8129
 Round Rock, TX 78682

Tel.: (512) 513-0467
 E-mail: Jordan_Jones2@Dell.com

This Purchase Order (PO) is governed by the BNC Terms & Conditions (available at www.cnbw.mar.mil.br/po_terms). This Purchase Order is not valid without acknowledgment with printed name

Object: The Object of this PO is the purchasing of **1 (one)** desktop computer and **1 (one)** computer server, as specified in Appendix "A", attached.

Price: the Total Price in this Purchase Order is **USD 7,892.17** (seven thousand eight hundred ninety-two dollars and seventeen cents). The Total Price reflects Seller's Price Proposal contained in the Appendix "B".

Delivery Terms: FCA – Washington DC, within 30 days.

- a) Marking Instruction: Brazilian Naval Commission in Washington
 Attn:
 PO Number: 70200/19-08/00
 5130 MacArthur Blvd., NW
 Washington, DC 20016-3344
- b) After delivery, BNC will inspect the material, and if any discrepancy is found, Seller must agree on solving the problem within 7 days, including replacing defective items. Delivery will only be finished after all items are accepted.

Terms of Payment: NET-30-DAY. Invoices will be paid within 30 DAYS after complete delivery.

- a) In the case of partial delivery, invoices will be paid individually according each delivery; and
- b) Each party to this contract (Seller and BNC) will be in charge of its own banking fees.

Invoices: the invoice issued by the Seller must conform strictly to this PO, and to any amendment that might have been agreed and signed by both the Seller and the BNC. BNC is a subdivision of the Brazilian Navy in the United States, and it is tax exempt nationwide on purchases over USD \$500.00. A copy of the tax-exempt card may be provided upon request. Invoices are required to the following:

- a) Invoices shall be addressed to Brazilian Naval Commission in Washington;
- b) Purchase Order Number;
- c) "Ship To" address;
- d) Delivery term: FCA – Washington, DC;
- e) Item description, PN and NSN (if there is one);
- f) Quantity and unit prices as presented in the price proposal;
- h) Mail invoice to BNC offices in Washington-DC or e-mail it to the fl.fernandes@marinha.mil.br;
- I) If shipping fees apply, please indicate it accurately on the invoice. You may attach a copy of the carrier's shipment receipt with the amount charged;
- J) Seller's current banking information for wire transfer payment.

Governing Law: This PO is governed by the laws of the District of Columbia. Any controversy or claim arising from or relating to this PO will be determined in accordance with the laws of the District of Columbia. BNC and Seller will submit to the federal courts sitting in the District of Columbia.

Intellectual Property Rights: Seller warrants that the equipment purchased hereunder does not infringe any patent registration granted by the Government of the United States and the Government of Brazil, any copyright, trade secret, or other intellectual property right in the United States or Brazil, with respect to the use of the Equipment delivered hereunder. Seller agrees to hold harmless and protect the BNC against any liability, including without limitation, costs, expenses and attorney's fees for or by reason of any actual or alleged infringement of any patent, copyright, trade secret or any intellectual property right arising out of the design, manufacture, use, sale, delivery or disposal of the equipment furnished under this PO.



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Penalties: In the case of failure of the Seller to perform its obligations under this PO, BNC will notify the Seller, who will have three (3) days to deliver a response to BNC, either justifying his performance or contesting the claim of non-performance of obligations. BNC has the right to reject any unreasonable justification or contestation. In the event of BNC rejects the Seller's justification or contestation, BNC may impose any of the following penalties on the Seller:

- a) a written warning;
- b) In the event Seller fails to deliver the Object, BNC shall be entitled to collect fine from Seller for the late delivery. The fine shall be a daily rate of 0.1% (one-tenth) percent of the price of the delayed item quantity, as specified in this contract, provided that such liquidated fine shall not exceed 10% (ten) percent of the mentioned price. Nothing in this Clause shall be deemed to restrict Buyer's right to terminate this Contract, in whole or in part, in accordance with terms hereof; and
- c) A temporary suspension of the right to participate in any processes with the Brazilian Naval Commission in Washington for a minimum of a two-year period, as well as a prohibition to enter into any contract with the Brazilian Government.

Effective Date of this Purchase Order: This PO shall be in effect and enforceable with the signature by both parties, commencing on December 18th, 2019, and expiring after complete delivery, without jeopardizing the manufacturer warranty established for the object of this contract.

APPROVED BY:

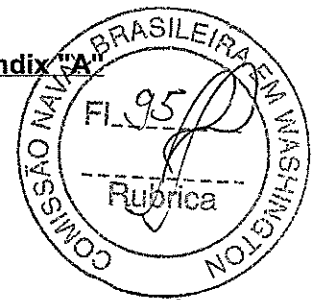

 André Luís Ferreira da Silva
 Captain, Brazilian Navy
 President


 Raphael Annechino Marques
 CDR, Brazilian Navy
 Head of the Purchasing Department

ACCEPTED BY: **(Please sign and return a copy)**

Dell Marketing LP

Date ____/____/____



OBJECT SPECIFICATION

- 1) 01 (one) computer desktop units with the minimal specification requirements:

Processor	Intel Core™ i5-8500 (6 Cores/9MB/6T/up to 4.1GHz/65W); supports Windows 10/Linux
Operating System	Windows 10 Pro 64bit English, French, Spanish
Memory	8GB (1x8GB) 2400MHz DDR4 Memory
Hard Drive	M.2 128GB SATA Class20 Solid State Drive
Graphics Card	Intel® Integrated Graphics
Optical Drive	8x DVD+/-RW 9.5mm Optical Disk Drive
Media Card Reader	No Media Card Reader Selected
Wireless	No Wireless LAN card
Chassis Options	OptiPlex 5060 Small Form Factor with 200W up to 85% efficient Power Supply (80Plus Bronze)
Keyboard & Mouse	KM636 Wireless Keyboard & Mouse Black
E-Star	No Estar
Systems Management	No Out-of-Band Systems Management
Chassis intrusion switch	No Chassis intrusion switch
TPM Security	Trusted Platform Module (TPM Enabled)
Warranty	3 Years Hardware Service with Onsite/In-Home Service After Remote Diagnosis



2) 01 (one) computer server unit with the minimal specification requirements:

Chassis	PowerEdge R740 Chassis with up to 8 x 2.5" SAS/SATA Hard Drives for 1CPU Configuration
Processor	Intel® Xeon® Gold 6240 2.6G, 18C/36T, 10.4GT/s, 24.75M Cache, Turbo, HT (150W) DDR4-2933
Additional Processor	No Additional Processor
Processor Thermal Configuration	1 Standard Heatsink for greater than 125W CPU (no GPU)
Memory DIMM Type and Speed	2933MT/s RDIMMs
Memory Configuration Type	Performance Optimized
Memory	32GB RDIMM, 2933MT/s, Dual Rank
RAID	C3, RAID 1 for 2 HDDs or SSDs (Matching Type/Speed/Capacity)
RAID Controller	PERC H330 RAID Controller, Minicard
Hard Drive	02 units of 1.92TB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD, 3504 TBW
Operating System	Windows Server® 2019 Standard,16CORE,FI,No Med,No CAL, Multi Language
OS License	Windows 2019 Server license for the number of core of the server.
OS Media Kits	Windows Server® 2019,Standard,16CORE, Media Kit
Embedded Systems Management	iDRAC9, Express
PCIe Riser	Riser Config 1, 4 x8 slots
Network Daughter Card	Broadcom 5720 QP 1Gb Network Daughter Card
Internal Optical Drive	No Internal Optical Drive
Power Supply	4 Standard Fans for R740/740XD
Power Cords	NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power



	Cord, North America
Bezel	No Bezel
Power Management BIOS Settings	Power Saving Dell Active Power Controller
Advanced System Configurations	Legacy BIOS Boot mode with GPT for Data Partition
Rack Rails	No Rack Rails or Cable Management Arm
System Documentation	No Systems Documentation, No OpenManage DVD Kit
Warranty	5 Year ProSupport and NBD On-site Service
Deployment Services	No Installation
Remote Consulting Services	Declined Remote Consulting Service


LUCIANO GOMES SILVA
Capitão de Corveta (T)
Enc. Div. de Licitações e Acordos Administrativos