



September 1, 2017

Subject: Dell Supplier Notification

Dear Service Provider:

Jones Lang LaSalle Americas, Inc. (“JLL”) is pleased to announce that Dell has selected JLL to provide Integrated Facility Management Services effective November 4, 2017.

**What this means for your company**

To ensure timely payment for your continued service to Dell after November 4, 2017, **please read the information in this package in its entirety and comply with all related requirements on or before each requested date.** We’ve included a checklist at the end of the package to help you keep track of the steps required to comply with our supplier program.

Some of the benefits of this enhanced program are:

- Increased exposure within JLL to both quickly and easily qualify for additional work
- Access to JLL Best Practices to drive a culture of safety and ethical business practices
- Best-in-class compliance standards to ensure continued service delivery at Dell

We look forward to working with your company to ensure a smooth transition and continued service delivery to Dell. Should you have any questions about this letter or the enclosed package, please contact the JLL supplier hotline at 1-855-407-1534 or e-mail [Dell.Vendor@am.jll.com](mailto:Dell.Vendor@am.jll.com).

Very truly yours,

Supply Chain Lead for the Deployment Team  
Jones Lang LaSalle Americas, Inc.

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## Request for Information

**Effective Date:** November 4, 2017

**Respond By:** September 25, 2017

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### Instructions

A response to the request for information is required to continue providing service to Dell and register your company in our Accounts Payable system. We recognize that our primary contact with your company may be at a regional or national level. Please ensure all communication and changes in process reach your employees servicing Dell on-site or at the local level.

### JLL's Screening Program and On-Boarding Process

JLL uses an online supplier pre-qualification and compliance program, and has engaged Avetta ([www.Avetta.com](http://www.Avetta.com)) to support our efforts. Please see the attached JLL Pre-Qualification and Compliance Program document that will walk you through the Request for Information process.

On JLL's behalf, Avetta will validate your organization's documentation and adherence to JLL's working practices, advising us of your organization's compliance using a Red, Amber, Green flag system.

**All information must be completely entered no later than September 25th.**

### Rate Card

The rate card is an integral part of the Corrigo process, and is required from you. It provides detailed price information for services, which allows for recording and allocating costs to ensure compliance. A rate card was attached to the email notification which your company received.

Please fill out the rate card and submit to the supplier hotline at [Dell.Vendor@am.jll.com](mailto:Dell.Vendor@am.jll.com).

## Certificate of Insurance (COI)

A Certificate of Insurance for the services your company is performing for Dell reflecting coverage types, amounts, and additional insured entitled as found in the attached Terms and Conditions. Jones Lang LaSalle Americas Inc. and Dell Inc., and its subsidiaries and affiliates should be listed as additional insured.

COI requirements and documentation will be managed through Avetta. Your company must complete the Avetta registration process and upload a copy of your COI into Avetta.

<p><b>Commercial General Liability</b></p>	<p>Commercial General Liability insurance on a form at least as broad as Insurance Services Office (“ISO”) commercial general liability coverage “occurrence” form CG 00 01 04 13 or another “occurrence” form providing equivalent coverage, including but not limited to contractual liability coverage, independent contractor’s liability, coverage for bodily injury (including death), property damage (including loss of use thereof), ongoing and completed operations, products liability, and personal and advertising injury, in the following amounts:</p> <p style="text-align: center;">\$1,000,000 Per Occurrence Limit \$2,000,000 General Aggregate Limit</p> <p>This coverage shall be primary to Owner and Manager’s coverage, and Owner and Manager’s coverage shall be noncontributory.</p>
<p><b>Commercial Automobile Liability</b></p>	<p>Combined Single Limit - \$1,000,000 per accident</p> <p>Such insurance shall cover injury (or death) and property damage arising out of the ownership, maintenance or use of any private passenger or commercial vehicles and of any other equipment required to be licensed for road use.</p>
<p><b>Worker’s Compensation</b></p>	<p>Statutory Limits</p>
<p><b>Employers Liability</b></p>	<p>With minimum liability limits of \$1,000,000 bodily injury by accident each accident, \$1,000,000 bodily injury by disease policy limit, and \$1,000,000 bodily injury each employee.</p>
<p><b>Property Insurance</b></p>	<p>All-risk, replacement cost property insurance to protect against loss of owned or rented equipment and tools brought onto and/or used on any Property by the Service Contractor</p>
<p><b>Excess / Umbrella Liability</b></p>	<p>Service Contractor shall provide Excess or Umbrella Liability insurance on a follow-form basis with respect to the Commercial General Liability, Employers’ Liability, and Commercial Automobile Liability insurance with minimum limits equal to \$2,000,000 each occurrence and \$2,000,000 annual aggregate.</p>
<p><b>Pollution Liability</b></p>	<p>Per Claim of \$5,000,000 Aggregate of \$5,000,000</p>
<p><b>Fidelity Bond / Crime Insurance</b> <i>[Where required by Service Contractor]</i></p> <p><i>(NOTE: This bond or insurance is required if Service Contractor provides any food service (cafeteria and/or catering), general contractor, janitorial, office services (mailroom-reception-concierge-reprographics), parking lot attendant, or security services and/or work. <u>Fidelity Bond or Crime Insurance for all other Service Contractor work is left to the discretion of the respective JLL Client Service Teams.</u>)</i></p>	<p>Service Contractor is responsible for loss to Owner and third party property/assets and shall maintain Fidelity Bond or comprehensive crime insurance coverage for the dishonest acts of its employees in a minimum amount of \$1,000,000. Service Contractor shall name Dell Inc as Loss Payee with respect to the comprehensive crime insurance coverage.</p>

**Errors & Omissions Liability**

*[Where required by Service Contractor]*

*(NOTE: This insurance is required only if the Service Contractor provides any consulting, advisement, engineering, or uninterrupted power supply (UPS) services and/or work.)*

Service Contractor shall provide Liability limits of at least \$5,000,000 per claim and \$5,000,000 in the aggregate. The retroactive insurance date of such insurance shall be no later than the commencement date of the contract. Such insurance shall be provided for two years beyond the completion of the work.

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## Invoice and Payment Process

**Effective: November 4, 2017**

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### Ensuring Timely Payments

To ensure timely payment for your continued service to Dell after November 4, 2017, **please read the below information in its entirety and comply with all related requests by September 25, 2017.**

### Invoices for Services and Goods

All invoices for services rendered and inquiries regarding payment for services rendered **prior to November 4, 2017**, should be sent to Dell as done previously. Please ensure all past due invoices for services and goods performed prior to November 4, 2017, have been reconciled and any remaining invoices submitted to Dell no later than 30 days after the effective date.

As of November 4, 2017, invoicing will be completed within the Corrigo work order system. An invoice must be attached for each work order. The process is simple, transparent, and removes the need for email, faxes, and phone calls.

Details around invoice submittal and payment will be covered during the Corrigo vendor training session. More information regarding Corrigo can be found under Section III of this packet.

### Work Orders

A Work Order number for existing recurring services and new services will be issued when the supplier has been contacted to perform the work. For services provided on-site to Dell for non-recurring services, a Work Order number will also be issued to perform additional work. A Work Order number will need to be listed on all invoices to satisfy JLL's internal accounting requirements for prompt payment.

### Payment Terms

Payment terms for all undisputed amounts are Net 110 days from JLL's receipt of a valid invoice, provided invoice is received prior to process cutoff date. JLL shall pay Supplier only as and when Client provides JLL with the funds to cover such payment. Payment will be made via check to the remittance address on file.

## Service Request Process

**Effective: November 4, 2017**

### Dispatch of Service Requests

For services provided on-site to Dell, you will receive your service requests electronically with our easy to use web-based application called Corrigo. This will eliminate headaches associated with paperwork, phone messages, approvals, and overall communication.

**Starting November 4, 2017**, JLL will only assign service requests via the Corrigo network. Service requests will no longer be assigned in any other way. To receive service requests, you must join the Corrigo network through a simple subscription process.

Service requests will include a not to exceed dollar amount as well as a local JLL contact. Service requests do not require the requestor's signature upon completion. If the work performed is billable, your invoice will be created electronically, submitted for approval and paid through the Corrigo network.

Corrigo, a wholly owned subsidiary of JLL, does not charge an upfront fee to join and connect with Dell. There is a \$5 fee for each accepted service request or if you plan on receiving a large number of service requests through the Corrigo network, you may opt for a \$30 unlimited monthly plan, which will cover all service requests received in that portal from any customer on the network during that month. A credit card or bank account will be required to register.

Once you have subscribed to the Corrigo network, you will have access to other valuable tools that will help your every-day business communication. You can select Smart Zones to be visible to other service requestors on Corrigo's network sourcing tools. Smart Zones are the geographic area where you provide service. The first Smart Zone is included in your subscription and each additional Smart Zone is \$2.50 per month. It's an easy way to grow your business!

Corrigo will contact you with instructions for joining as soon as you are approved as a supplier for Dell. To assist in connecting, Corrigo will provide introductory webinar sessions, online training, and dedicated support via phone or web. At this time, Corrigo can also assist in identifying and linking a possible existing account for your company.

If you have additional questions, please contact Corrigo at [connect@corrigo.com](mailto:connect@corrigo.com), or view the Corrigo Pro Quick Reference Guide site at <http://corrigosupport.desk.com/?t=667078> for helpful training videos and an FAQ document.

### Corrigo Training

Date	Start Time (EST)	End Time (EST)	Registration Link
10/25/17	2:00 PM	3:00 PM	<a href="https://attendee.gotowebinar.com/register/513121570681718273">https://attendee.gotowebinar.com/register/513121570681718273</a>
10/26/17	11:00 AM	12:00 PM	<a href="https://attendee.gotowebinar.com/register/4583093603266685185">https://attendee.gotowebinar.com/register/4583093603266685185</a>

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## Account Management Process

**Effective: November 4, 2017**

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### Please Join Us for a Supplier Information Call

Our goal for this initial communication is to provide as much information as possible about the change in process. A representative from your company is invited to attend a supplier information call. JLL will provide an overview of the changes in facility management, confirm the goods/services in scope and address any concerns you may have about the information in this package and the registration process.

The call will be hosted twice. Please choose the day and time that best fits your schedule.

Date	Start Time (EST)	End Time (EST)	Audio Dial In and Passcode
9/5/17	12:00	1:00	Toll Free: (844) 329-4575 Conference ID: 71696179
9/11/17	12:00	1:00	Toll Free: (844) 329-4575 Conference ID: 71695968

**Please Note:** Your Company only needs to attend 1 out of the 2 supplier information call sessions

## JLL Pre-Qualification & Compliance Program

**Effective: November 4, 2017**

**Respond By: September 15, 2017**

Our relationship with suppliers is critical to our success and reputation with our clients. JLL is committed to building relationships with suppliers who embrace a culture focused on compliance, safety and sustainability, and who can demonstrate their commitment to our performance standards.

This includes ensuring that all appropriate documentation supporting JLL and client standards are in place and available for JLL to review.

To achieve this goal, JLL has partnered with Avetta ([www.avetta.com](http://www.avetta.com)). On JLL's behalf, Avetta will validate your organization's documentation and adherence to JLL and client standards and advise us of your organization's compliance using a Red, Amber, Green flag status system.

To join the program there is a one-time activation fee, and an annual membership cost. Your annual membership in the JLL standard program allows you to link to as many JLL client sites within North America as you service for the same flat fee.

### Membership Fee Overview for Suppliers New to Avetta

- \$ 99 One Time Activation Fee (discounted from \$249 with use of coupon)
- \$100 Program Management Fee
- \$209 DocuGuard Program
- \$109 InsureGuard Program

As a special incentive, the one-time activation fee will be discounted for suppliers who register in the first 60 days of this program launch. **Enter the coupon code JLLUS1115 during the checkout process to receive your discount.**

For existing Avetta members outside the JLL program, any fees due are dependent upon where you fall in the pricing tier.

If your organization is already an Avetta member, JLL will recognize the data you have already submitted. You will need to link your organization to JLL North America - Dell (US) account and complete our specific requirements where applicable. Please be aware that registration with Avetta is a mandatory requirement for all new supplier contracts going forward, and any suppliers who do not register in the Avetta system will be unable to provide services to JLL in the future.

Please join us at one of the dates/times below for an overview of the Avetta compliance program.

Thank you in advance for your participation. If you have any questions please contact the Avetta team at 877-725-3022 or [registrations@Avetta.com](mailto:registrations@Avetta.com).

URL	Conference Line	Date	Time (EST)
<a href="https://jll.webex.com/jll/j.php?MTID=m660be180eb1dd166ead8bf9b598954f6">https://jll.webex.com/jll/j.php?MTID=m660be180eb1dd166ead8bf9b598954f6</a>	1-866-259-9955 Pass Code 216 226 2034	Monday, September 11th	3-4 PM EST
<a href="https://jll.webex.com/jll/j.php?MTID=md523068c77acbedafb0316e91772c631">https://jll.webex.com/jll/j.php?MTID=md523068c77acbedafb0316e91772c631</a>	1-866-259-9955 Pass Code 216 226 2034	Wednesday, September 13th	Noon-1 PM EST





## Registration / Pre-qualification Requirements

### **PHASE I: Registration (Required by: September 15th)**

**Register online**– Suppliers may access the Avetta website at <http://pages.avetta.com/JLL-Dell-US.html>. Select the JLL North America- Dell (US) account as the client for registration. The JLL program consists of the DocuGuard and InsureGuard offerings.

- If you have questions regarding the Avetta process, Avetta is happy to provide registration assistance by phone, at **877-725-3022**.

### **PHASE II: Pre-qualification (Required by: September 25th)**

- **Complete the Pre-qualification Form (PQF), Diversity and the JLL Specific questionnaires** – The first part of the review process requires contractors and suppliers to complete and submit a prequalification form. This includes general information about your company, its service offerings and coverage area, accounts payable information, etc.
- **Upload EHS Program documentation** – You will be asked to provide details and documentation regarding the past three years of safety records.
- **Upload your Certificate of Insurance** – Be sure to verify that your insurance certificate meets the JLL insurance requirements before uploading. A copy of the requirements will appear on the Avetta portal.
- **Respond to any audit questions** – After your paperwork is submitted, Avetta representatives will reach out and ask for any clarification or additional information after they have completed their review and audit of the information. We are here to help provide guidance and support.

### **PHASE III: Qualification deadline (Required by: November 4<sup>th</sup>)**

- **“Green Flag” status** – Once you have achieved green flag status, your company is rated as compliant in the Avetta Organizer and available for work with JLL.

Avetta has a team dedicated to help you complete your registration and maintaining your membership. If you have any questions please contact them at 877-725-3022 or [registrations@Avetta.com](mailto:registrations@Avetta.com).

## **AVETTA FAQ**

### **Why is JLL moving to this online prequalification and compliance platform?**

The business landscape demands it. Clients expect this rigorous level of review and evaluation as a required component of doing business. Our clients, and by extension their subcontractors, are increasingly subject to stricter regulatory requirements and compliance challenges within their industries. They look to JLL to ensure those obligations are being met with documented proof.

### **What are the benefits to me as a JLL supplier?**

Suppliers who successfully register through the portal will increase their visibility within JLL. Registering is essential to qualifying for additional work. Your organization and its capabilities will be viewable by all of the JLL client accounts that participate in the platform.

### **What are the additional benefits to me for joining Avetta beyond JLL?**

In addition to maintaining and developing your relationship with JLL, you can search for other Avetta clients that require your skills and experience. Other members include major organizations across the Building Materials, FM, Manufacturing, Chemical, Oil & Gas, Telecoms & Pharmaceutical industries to name but a few. As an international provider, Avetta will give your organization visibility in all locations where you're able to work. Avetta will also support each contractor by providing technical guidance around any shortfalls against the client's requirements.

### **What is the annual membership fee?**

- \$209 DocuGuard Program
- \$109 InsureGuard Program
- \$100 Program Management Fee

In addition to the annual membership there is a one-time activation fee.

Please note that additional fees may be incurred if the supplier is currently working with, or wishes to work with other Avetta clients above and beyond JLL.

The full fee structure can be accessed by logging onto the Avetta website ([www.Avetta.com](http://www.Avetta.com)) and going through the initial registration process. Alternatively these can be requested directly from Avetta using the contact details below.

### **How does a supplier make the payment?**

Payments to Avetta can be made by either credit card or mail in payment to the address listed below.

### **What is a supplier required to do if already a member of Avetta?**

Log into your existing account, connect with JLL to review specific requirements and ensure your company information is updated. This will be highlighted on your homepage as Open Tasks, and your Avetta CSR will support you through the process.

### **How can I contact Avetta for further information?**

Phone: 877-725-3022

Email: [registrations@Avetta.com](mailto:registrations@Avetta.com)

Address: Avetta HQ

17671 Cowan #125

Irvine, CA 92614

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## Checklist for Completion of Registration Process

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To ensure timely payment for your continued service to Dell after November 4, 2017, check off each item below from your list as you complete it to ensure you that you become 100% compliant:

- Register with Avetta to complete JLL Pre-Qualification and Compliance Program **by September 25, 2017**
- Join one of the Avetta supplier information calls
- Join one of the JLL supplier information call listed above
- Register for the Corrigo Network subscription **by September 25, 2017** (*email from Corrigo to Connect*)
- Join one of the Corrigo training calls listed above (*registration link above*)
- Complete and submit Rate Card in Excel (*Attachment to email notification*) to Dell.Vendor@am.jll.com **by September 25, 2017**
- Follow guidelines for invoices for services rendered and inquiries regarding payment for services rendered prior to and after November 4, 2017

Please note that you will receive follow-up phone calls from the JLL Supply Chain Team regarding registration and the Corrigo Team with instructions for joining the work order network.

Should you have any questions about this letter or enclosed package, please contact the JLL supplier hotline at 1-855-407-1534 or e-mail Dell.Vendor@am.jll.com.

### Contact List for Questions

#### General Transition Questions – JLL

Phone: 1-855-407-1534

Email: Dell.Vendor@am.jll.com

#### Work Order Network (Corrigo) Tech Support

Connection & Set-Up

Email: [connect@corrigo.com](mailto:connect@corrigo.com)

Support Line

Phone: 800-517-2705

Email: [support@corrigo.com](mailto:support@corrigo.com) Or, Click on the “Support” link on the Network Login Page

#### Vendor Screening Portal (Avetta)

Phone: 877-725-3022

Email: [registrations@Avetta.com](mailto:registrations@Avetta.com)

## Dell Facilities that JLL will provide IFM services

Property Code	Address	City	State / Province	Postal Code	Country
USSTZ4250	4250 N Drinkwater Blvd.,	Scottsdale	Arizona	85251-3981	United States
USBNT2503	2500 S.E. Tech Cir	Bentonville	Arkansas	72712	United States
USBNT705	705 SE J St.	Bentonville	Arkansas	72712-6123	United States
USSAN1059	10590 W. Ocean Air Dr	San Diego	California	92130-4682	United States
USIVN135	135 Technology Way	Irvine	California	92618-2402	United States
USIVN2201	2201 Dupont Dr	Irvine	California	92612-1515	United States
USSFO03	301 Howard Street	San Francisco	California	94105-2252	United States
USPAO430	430 Cowper St	Palo Alto	California	94301-1575	United States
USSFO455	455 Market St	San Francisco	California	94105-2420	United States
USSCZ5450	5450 Great America Parkway	Santa Clara	California	95054-3644	United States
USSCZ5455	5455 Great America Parkway	Santa Clara	California	95054-3645	United States
USSCZ5480	5480 Great America Parkway	Santa Clara	California	95054-3644	United States
USELS2101	2101 Rosecrans Avenue	El Segundo	California	90245	United States
USMKU4025	4025 Bohannon Drive	Menlo Park	California	94025	United States
USPAO3495	3495 Deer Creek Avenue	Palo Alto	California	94304	United States
USJBS6701	1400 Liberty Ridge Drive	Pleasanton	California	94566	United States
USSJC2001A - UN	2001 Fortune Drive	San Jose	California	95131	United States
USSCZ2421	2421 Mission College Boulevard	Santa Clara	California	95054	United States
USSCZ2625	2820 Northwestern Parkway	Santa Clara	California	95051	United States
USSCZ2841	2841 Mission College Boulevard	Santa Clara	California	95054	United States
USSCZ2831	2831 Mission College Blvd	Santa Clara	California	95054	United States
USLUE371	371 Centennial Pkwy	Louisville	Colorado	80027-1301	United States
USNNN8000	8000 S. Chester St	Centennial	Colorado	80112-3520	United States
USROK175	175 Capital Blvd	Rocky Hill	Connecticut	06067-3914	United States
USFFI2150	2150 Post Road	Fairfield	Connecticut	06824	United States
USWAS440	440 First Street NW	Washington	DC	20001-2028	United States
USMIA1459	14591 SW 120th Street	Miami	Florida	33186-8638	United States
USCGB800	800 Douglas Road	Coral Gables	Florida	33134	United States
USJAX4600	4600 Touchton Road East	Jacksonville	Florida	32246	United States
USTPA3001	3001 North Rocky Point Drive East	Tampa	Florida	33607	United States
ATL101	101 Marietta St	Atlanta	Georgia	30303-2720	United States
USATL1117	1117 Perimeter Ctr W.	Atlanta	Georgia	30338-5451	United States
ATL006	6 Concourse Pkwy	Atlanta	Georgia	30328-6117	United States
USATL675	675 Ponce De Leon Avenue NE	Atlanta	Georgia	30308	United States
USCGH010	10 S. Riverside Plaza	Chicago	Illinois	60606-3728	United States
USCGH353	353 North Clark St	Chicago	Illinois	60654-4704	United States
USLSA4225	4225 Naperville Rd	Lisle	Illinois	60532-3656	United States
USWLY300	3000 Kent Ave.,	West Lafayette	Indiana	47906	United States
USIND8888	8888 Keystone Crossing	Indianapolis	Indiana	46240-4609	United States
USOVL1320	13200 Metcalf Ave RSA	Overland Park	Kansas	66213-2818	United States
USOVL7500	7500 College Boulevard	Overland Park	Kansas	66210	United States
USLUI950	950 Breckinridge Lane	Louisville	Kentucky	40207	United States
MTE3838	3838 N. Causeway Blvd	Metairie	Louisiana	70002-8194	United States
BZH4800	4800 Montgomery Ln	Bethesda	Maryland	20814-3429	United States
USACW8820	8820 Columbia 100 Pkwy	Columbia	Maryland	21045-2163	United States
USANP1001	10010 Junction Drive	Annapolis	Maryland	20701	United States

Property Code	Address	City	State / Province	Postal Code	Country
USHKN108	108 South St	Hopkinton	Massachusetts	01748-2214	United States
USFLN109	109 Constitution Blvd	Franklin	Massachusetts	02038-2584	United States
USFLN111	111 Constitution Blvd	Franklin	Massachusetts	02038-2584	United States
USHKN117 - UN	117 South St	Hopkinton	Massachusetts	01748-2206	United States
USHKN171	171 South St	Hopkinton	Massachusetts	01748-2208	United States
USBED174	174 Middlesex Turnpike RSA	Bedford	Massachusetts	01730	United States
USBED176	176 Middlesex Turnpike RSA	Bedford	Massachusetts	01730	United States
USHKN176	176 South St	Hopkinton	Massachusetts	01748-2209	United States
USSZV021 - UN	21 Coslin Dr	Southboro	Massachusetts	01772-1771	United States
USHKN228	228 A/B South St	Hopkinton	Massachusetts	01748-2209	United States
USHKN228C	228 C South St	Hopkinton	Massachusetts	01748-2209	United States
USMFK031 - UN	31 Maple St	Milford	Massachusetts	01757-3650	United States
USSZV032	32 Coslin Dr	Southboro	Massachusetts	01772-1770	United States
USHKN042	42 South St	Hopkinton	Massachusetts	01748-2201	United States
USFLN050	50 Constitution Blvd	Franklin	Massachusetts	02038-2531	United States
USHKN052 - UN	52 South St	Hopkinton	Massachusetts	01748-2201	United States
USFLN055	55 Constitution Blvd	Franklin	Massachusetts	02038-2545	United States
HKN080	80 South St	Hopkinton	Massachusetts	01748-2205	United States
USNTN095	95 Wells Ave	Newton	Massachusetts	02459-3299	United States
USJHY011	255 Main Street	Cambridge	Massachusetts	02142	United States
USCCF777	777 Virginia Road	Concord	Massachusetts	01742	United States
USWRO3400 - IN	3400 Computer Drive	Westborough	Massachusetts	01581	United States
USFHI3655	36555 Corp Dr	Farmington Hills	Michigan	48331-3591	United States
USEDP7615	7615 Smetana Lane	Eden Prairie	Minnesota	55344-3712	United States
USEDP7625	7625 Smetana Lane	Eden Prairie	Minnesota	55344-3712	United States
USEDM7700	7700 France Avenue	Edina	Minnesota	55435-5847	United States
USEDP7480	7480 Flying Cloud Drive	Eden Prairie	Minnesota	55344	United States
USPYO9600	9600 54th Avenue North	Plymouth	Minnesota	55442	United States
USIVN135	232 Market St.,	Flowood	Mississippi	39232-3339	United States
USSL9600	600 Emerson Rd	St. Louis	Missouri	63141-6762	United States
USLAS7135	7135 S. Decatur Boulevard	Las Vegas	Nevada	89118	United States
USLAS7455	7455 Arroyo Crossing	Las Vegas	Nevada	89113	United States
USASH300	300 Innovative Way	Nashua	New Hampshire	03062	United States
USPCT100	100 Canal Pointe Blvd	Princeton	New Jersey	08540-7063	United States
USW11184	184 Liberty Corner Rd	Warren	New Jersey	07059-6796	United States
USNYC002	2 Penn Plz	New York City	New York	10121-0101	United States
AMH500	500 Corporate Pkwy	Amherst	New York	14226-1263	United States
USNYC001	One Penn Plaza	New York	New York	10119	United States
USERC105	105 Despatch Drive	East Rochester	New York	14445	United States
USZMV1305	1305 Walt Whitman Road	Melville	New York	11747	United States
USDUR4121	4121 Surler Court	Durham	North Carolina	27703-8055	United States
USAPX5800	5800 Tech Dr	Apex	North Carolina	27539-4900	United States
USYTP062	62 TW Alexander Dr	Research Triangle Park	North Carolina	27709-0152	United States
USCLT1447	1447 N. Tryon Street	Charlotte	North Carolina	28203	United States
USIPD6480	6480 Rockside Woods Blvd S.	Independence	Ohio	44131-2233	United States
USCMH9200	9200 Worthington Rd	Columbus	Ohio	43082	United States
USXDC9825	9825 Kenwood Rd	Blue Ash	Ohio	45242-6251	United States
USOKC3501	3501 SW 15th Street	Oklahoma City	Oklahoma	73108-2260	United States
USOKC3501A	3501 SW 15th Street	Oklahoma City	Oklahoma	73108-2260	United States
USBVW8625	Cascade Square	Beaverton	Oregon	97008	United States
USBVW1522	15220 NW Greenbrier Parkway	Beaverton	Oregon	97006	United States
	1400 Liberty Ridge Drive	Wayne	PA	19087	United States

Property Code	Address	City	State / Province	Postal Code	Country
USPIT1160	1160 Omega Dr.,	Pittsburgh	Pennsylvania	15205-5005	United States
USCSH300	300 Four Falls Corp Ctr	Conshohocken	Pennsylvania	19428	United States
USCAE1201	1201 Main Street	Columbia	South Carolina	29201	United States
USUJA725	725 Cool Springs Boulevard	Franklin	Tennessee	37067	United States
USBNA001	One Dell Parkway	Nashville	Tennessee	37217	United States
USAUS1404	1404 Park Center Dr	Austin	Texas	78754	United States
USDAL1475	14755-14785 Preston Rd	Dallas	Texas	75254-6815	United States
USRRX200	200 Dell Way	Round Rock	Texas	78682	United States
USRRX2300A	2300 Greenlawn Blvd.	Round Rock	Texas	78682	United States
USRRX2401	2401 Greenlawn Blvd	Round Rock	Texas	78682	United States
USRRX2401A	2401 Greenlawn Blvd	Round Rock	Texas	78682	United States
USRRX401	401 Dell Way	Round Rock	Texas	78682	United States
USRRX501	501 Dell Way	Round Rock	Texas	78682	United States
USELP5822	5822 Cromo Drive	El Paso	Texas	79912	United States
USAUS701C	701 E. Parmer	Austin	Texas	78753	United States
USAUS701A	701 E. Parmer	Austin	Texas	78753	United States
USAUS701B	701 E. Parmer	Austin	Texas	78753	United States
USAUS1250	701 E. Parmer	Austin	Texas	78753	United States
USAUS9715	9715 Burnet Rd	Austin	Texas	78758	United States
USRIN1500	1500 North Greenville Avenue	Richardson	Texas	75081	United States
USRRX501B	501 Dell Way	Round Rock	Texas	78682	United States
USRRX501A	501 Dell Way	Round Rock	Texas	78682	United States
USRRX2300	2300 Greenlawn Blvd.	Round Rock	Texas	78682	United States
USSAT9830	9830 Colonnade Boulevard	San Antonio	Texas	78230	United States
	6504 International Parkway	Plano	TX	75093	United States
USDRQ1174	11747 S. Lone Peak Pkwy	Draper	Utah	84020-6873	United States
USDRQ1319	13197 S. Frontrunner Blvd	Draper	Utah	84020-5478	United States
USDRQ1373	13173 South Frontrunner Boulevard	Draper	Utah	84020	United States
USRTV1070	10700 Parkridge Blvd	Reston	Virginia	20191-5452	United States
USHRV1388	13880 Dulles Corner Lane	Herndon	Virginia	20171	United States
USCYL4501	4501 Singer Court	Chantilly	Virginia	20151	United States
USXQM8444	8444 Westpark Dr	Mclean	Virginia	22102-5102	United States
USVIV8619	8619 Westwoord Ctr Dr	Vienna	Virginia	22182-2220	United States
USBVE1432	14320 NE 21st Street	Bellevue	Washington	98007	United States
USSEA505	505 First Ave S.	Seattle	Washington	98104-3284	United States
USPEW002	N19W24133 Riverwood Dr.	Pewaukee	Wisconsin	53188	United States

## Terms and Conditions

### **TERMS AND CONDITIONS**

**Term.** Unless sooner terminated as provided below, the term of this agreement shall begin on November 4, 2017 and your acceptance of these terms and conditions shall be evidenced by you continuing to provide services (the "Services") as described in the agreement and/or purchase order ("Prior Agreement") directly between you and Dell ("Owner") and shall continue until Jones Lang LaSalle Americas, Inc. ("Manager") provides you with thirty (30) days prior written notice of early termination. However upon your breach of this Agreement, Manager may terminate this Agreement immediately upon written notice to you. This Agreement is an interim agreement put in place to address the continuation of Services under Manager as the provider of Integrated Facility Management Services. Manager may elect to replace this Agreement with a full Subcontract for Services between you and Manager at a later date.

**Contract Duties.** You shall timely and fully perform all of the Services in a good and workmanlike manner, and in accordance with industry standards established by those engaged in the Services and to pay for all supplies, fuel, uniforms, equipment, machinery, repairs, transportation, material, labor, insurance premiums of any kind or description, sales taxes, salaries, federal and state employment taxes, any similar payroll taxes relating to your employees, and all other expenses whatsoever incurred in the performance of the Services; and to obtain and pay for all applicable permits and governmental fees, licenses and inspections necessary and incidental to the performance of the Services and to otherwise comply with all laws and governmental regulations pertaining to performance of the Services.

**Compensation.** Manager shall pay you for the Services in the amounts and at the rates established in the Prior Agreement. You shall bill Manager for such compensation not more frequently than monthly for on-going services; or upon completion of a specific job for periodic services. Anything herein to the contrary notwithstanding, Manager shall pay you only as and when Owner provides Manager with the funds to cover such payment pursuant to the Manager's agreement with Owner. Manager shall not be liable to you for failure to pay you hereunder unless Manager fails to make payments to you for which funds have been provided to Manager by Owner. If you fail to invoice Manager for any amount within ninety (90) days after the month in which the Services were performed you shall waive any right you otherwise may have to invoice for and collect or otherwise receive such amounts. **Payment terms are net 110 days.** All invoices must contain your taxpayer identification number, and you will follow directions to enable Owner's payment through the payment method selected by Owner, which may be an electronic funds transfer method.

**Relationship of Parties.** You are retained by Manager only for the purpose and to the extent set forth herein and your relationship with Manager shall, during the entire term of this Agreement, be that of independent contractor so that neither you, nor any employee, agent, servant, officer, director or shareholder of yours, shall be deemed an agent, servant or employee of Manager or Owner.

**Insurance.** At all times while performing the Services, you shall maintain, at your sole cost and expense, the insurance set forth below, from insurance companies and in a form reasonably satisfactory to Manager with limits of liability not less than stated below:

- A. Commercial General Liability  
Combined Single Limit - \$1,000,000 per occurrence and \$2,000,000 annual aggregate per location.  
Such insurance shall be broad form and include, but not be limited to, contractual liability, independent contractor's liability, products and completed operations liability, and personal injury liability. A combination of primary and excess policies may be utilized. Policies shall be primary and noncontributory.
- B. Worker's Compensation - Statutory Limits
- C. Employer's Liability  
With minimum liability limits of \$1,000,000 bodily injury by accident each accident, \$1,000,000 bodily injury by disease policy limit; \$1,000,000 bodily injury each employee.
- D. Commercial Automobile Liability  
Combined Single Limit - \$1,000,000 per accident.  
Such insurance shall cover injury (or death) and property damage arising out of the ownership, maintenance or use of any private passenger or commercial vehicles and of any other equipment required to be licensed for road use.
- E. Property Insurance  
All-risk, replacement cost property insurance to protect against loss of owned or rented equipment and tools brought onto and/or used on any Property by you.
- F. Excess/Umbrella Liability  
\$2,000,000 per occurrence and \$2,000,000 annual aggregate
- G. Fidelity Bond/Crime - \$1,000,000 per occurrence
- H. E&O Liability (Professional Liability) - \$5,000,000 per claim and \$5,000,000 aggregate. This insurance is required **only** if you provide any consulting, advisement, engineering, or uninterrupted power supply (UPS) services and/or work.

Policies described in Sections I.A. and I.D. above shall include the following as additional insured, including their officers, directors and employees: Jones Lang LaSalle Americas, Inc. and Owner. You waive any and all rights of subrogation against the parties identified above as additional insureds. You shall furnish to the Manager Certificate(s) of Insurance evidencing the above coverage except Property Insurance under E. Certificate(s) of Insurance relating to policies required under this Agreement shall provide that the insurer will endeavor to give Manager thirty (30) days prior written notice of cancellation.

**Indemnification.** To the fullest extent permitted by applicable law, you shall defend, indemnify and hold harmless Owner and Manager and their respective officers, directors, employees, agents, shareholders, partners, joint venturers, affiliates, successors and assigns from and against any and all liabilities, obligations, claims, demands, causes of action, losses, expenses, damages, fines, judgments, settlements and penalties (each a "Claim"), whether actual or alleged, including, without limitation, costs, expenses and attorneys' fees incident thereto, arising out of, based upon, or occasioned by or in connection with: (a) your performance of (or failure to perform) the Services; (b) a violation of any laws or any negligence, gross negligence or willful misconduct by you or your affiliates, subcontractors, agents or employees during performance of the Services; and/or (c) a breach of this Agreement by you or any of your affiliates, subcontractors, agents or employees.

If a Claim is made, Owner and Manager shall provide reasonable assistance and timely documentation to you. Your assumption of a Claim defense shall include the right to oppose or settle such Claim, provided that Owner and Manager shall have the right to employ separate counsel and participate in the defense and investigation of such Claim at their sole cost. You shall not enter into any agreement, agreed order, consent judgment, or the like which is binding on Owner or Manager without such party's written consent. However, you can settle the Claim without the consent of Manager and Owner as long as a full and unconditional release is provided to Manager and Owner and no agreed order, consent judgment or the like is entered to the prejudice of Manager and Owner. Your obligations under this section shall be limited only to the extent the Claim is determined by a court of competent jurisdiction to have resulted from the negligence or willful misconduct of Owner, Manager or any third party not affiliated with you. Claims must be submitted to your insurance carrier for coverage prior to any submission to Owner or Manager.

**Assignment and Delegation.** This Agreement may not be assigned by you. Any attempted assignment by you shall be void and of no force and effect. Manager may assign this Agreement, at any time in its sole and absolute discretion, by giving you written notice specifying the assignee and effective date of assignment. You shall not utilize any subcontractor in connection with providing the Services without the prior written approval of Manager, which may be withheld in Manager's sole discretion. You shall include in any approved subcontracts all provisions of this Agreement that may be applicable to the performance of the subcontract. Utilization of, or Manager's approval of, any subcontractor shall in no way relieve you of any of your obligations or liabilities under this Agreement.

**Compliance.** You agree at all times to remain in strict compliance with all terms, provisions, regulations and rulings relative to the Immigration Reform and Control Act of 1986 (IRCA). All of your employees assigned to the Property will have had their identity and eligibility for work within the United States properly verified. You also shall ensure that all personnel performing any Services comply with the basic provisions of OSHA Safety and Health Standards (29 C.F.R. § 1910) and General Construction Standards (29 C.F.R. § 1926) as such federal regulations are applicable to the specific tasks constituting the Services (if any). You are prohibited from bringing any firearms, explosives or weapons of any kind onto the Owner's Property. At all times you shall comply with Owner's Rules and Regulations for Contracted Service Personnel as provided to you by Manager as well as any other rules or regulations reasonably imposed by Manager in connection with the safe and efficient operation of Owner's property and/or the performance of the Services. You are required to be an Equal Opportunity and Affirmative Action Employer. You shall not permit any discrimination against or segregation of any person or group of persons in connection with the performance of this Agreement on account of sex, disability, marital status, age, race, religion, color, creed, national origin or ancestry or any other protected characteristic in accordance with applicable law. Unless you are exempt under the terms of these regulations, the Equal Opportunity Clauses set forth at 41 C.F.R. § 60-1.4(a) (for women and minorities), 41 C.F.R. § 60-250.5(a) and 41 C.F.R. § 60-300.5(a) (for veterans), and 41 C.F.R. § 60-741.5(a) (for individuals with disabilities), the provisions of 41 C.F.R. § 61-250.10 and 41 C.F.R. § 61-300.10 (veterans' employment reports), and the provisions of 29 C.F.R. Part 471, Appendix A to Subpart A (posting notice of employee rights) are incorporated as terms and conditions of this Agreement by this reference. **41 C.F.R. § 60-300.5(a) prohibits discrimination against qualified protected veterans, and requires affirmative action to employ and advance in employment qualified protected veterans.** Manager has the right to require you to remove from your work force assigned to the Services any employees or subcontractor's employees whose presence Manager deems, in its sole discretion, to be detrimental to the best interests of the Owner.

**Confidential Materials.** All drawings, specifications, studies, analyses, opinions, recommendations, reports, or other information and material of any nature, and copies thereof, (i) provided to you by Owner or Manager; (ii) prepared pursuant to this Agreement; or (iii) to which you otherwise gain access during the performance of the Services are the property of Owner and are to be treated as confidential. They are not to be disclosed to others without Owner's prior written approval and are to be delivered to Owner or Manager on request and in all events upon completion of the Services, or termination of this Agreement pursuant to the terms hereof.

**No Liens.** You shall neither suffer nor permit the attachment of any liens upon the Owner's property as a direct result of your performance of the Services.

**Force Majeure.** Any delay or failure by either party hereto in the performance of its obligations hereunder shall not constitute a default hereunder or give rise to any claim for damages if, and only to the extent and for such period of time that, (i) such delay or failure is caused by an event or occurrence beyond the control and without the fault or negligence of such party or any subcontractor, material man, or other party acting under or through such party, and (ii) said party is unable to prevent such delay or failure through the exercise of reasonable diligence. In order to be entitled to an excuse for any delay or failure to perform under this Agreement pursuant to this section, the party claiming such excuse shall promptly give written notice to the other party hereto of any event or occurrence which it believes falls within the contemplation of this section.

**Miscellaneous Provisions.** Any information or notices required to be given under this Agreement shall be in writing and shall be delivered either by (i) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid, in the U.S. mail; (ii) a reputable messenger service or a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such messenger or courier; or (iii) personal delivery with receipt acknowledged in writing, in which case notice shall be deemed delivered when received. Failure of Manager at any time to require performance by you of any provision hereof shall in no way affect the full right to require such performance at any time thereafter, nor shall the waiver by Manager of a breach of any of the provisions hereof constitute a waiver of any succeeding breach of the same or any other provision. If any provision hereof is deemed to be invalid or unenforceable under applicable law, this Agreement shall be considered divisible as to such provision and the same shall thereafter be inoperative, provided however, the remaining provisions of this Agreement shall be valid and binding. This Agreement shall be governed by and construed in accordance with the laws of the State of [insert state where property is located or "where Services are performed"] (other than its rules as to conflicts of law which might require application of laws of another jurisdiction). You acknowledge that time is of the essence in regard to its performance under this Agreement. The provisions of this Agreement which by their nature should survive any termination of this Agreement shall so survive the termination of this Agreement. This Agreement constitutes the entire agreement between the parties with respect to the Services and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, including, but not limited to, the Prior Agreement. Unless otherwise expressly provided herein, no changes, alterations or modifications to this Agreement shall be effective unless in writing and signed by the respective parties hereto.



**NOTICE OF EQUAL EMPLOYMENT AND AFFIRMATIVE ACTION POLICIES**

Jones Lang LaSalle Americas, Inc. is a federal contractor and is subject to equal employment and affirmative action laws including Executive Order 11246 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, and Section 503 of the Rehabilitation Act of 1974.

We have equal employment opportunity and affirmative action policies to ensure that applicants are employed, and that employees are advanced and treated during employment, without regard to their race, color, religion, sex, national origin, disability, protected veteran status, and other protected characteristics as defined by law.

We ask for your support of our efforts, and we appreciate your cooperation.

The following official is responsible for implementation of our affirmative action program:  
Beth Hayden, Chief Human Resources Officer, Jones Lang LaSalle Americas, Inc.

# W-9 Form

<b>Form W-9</b> (Rev. December 2014) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer          Identification Number and Certification</b>	<b>Give Form to the          requester. Do not          send to the IRS.</b>
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Print or type See Specific instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
	2 Business name/disregarded entity name, if different from above
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) * _____ <i>Note.</i> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) > _____
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) _____
	6 City, state, and ZIP code _____
	7 List account number(s) here (optional) _____

<b>Part I Taxpayer Identification Number (TIN)</b>																																														
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.  <i>Note.</i> If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="9" style="text-align: center; font-size: 8px;">Social security number</td> </tr> <tr> <td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td> </tr> <tr> <td colspan="9" style="text-align: center; font-size: 8px;">OR</td> </tr> <tr> <td colspan="9" style="text-align: center; font-size: 8px;">Employer identification number</td> </tr> <tr> <td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td> </tr> </table>	Social security number																		OR									Employer identification number																	
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<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	

<b>Sign Here</b>	Signature of U.S. person > _____	Date > _____
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<b>General Instructions</b> Section references are to the Internal Revenue Code unless otherwise noted. <b>Future developments.</b> Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at <a href="http://www.irs.gov/w9">www.irs.gov/w9</a> . <b>Purpose of Form</b> An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following: <ul style="list-style-type: none"> <li>• Form 1099-INT (interest earned or paid)</li> <li>• Form 1099-DIV (dividends, including those from stocks or mutual funds)</li> <li>• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li> <li>• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li> <li>• Form 1099-S (proceeds from real estate transactions)</li> <li>• Form 1099-K (merchant card and third party network transactions)</li> </ul>	<ul style="list-style-type: none"> <li>• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li> <li>• Form 1099-C (canceled debt)</li> <li>• Form 1099-A (acquisition or abandonment of secured property)</li> </ul> Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. <i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.</i> By signing the filled-out form, you: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See <i>What is FATCA reporting?</i> on page 2 for further information.
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