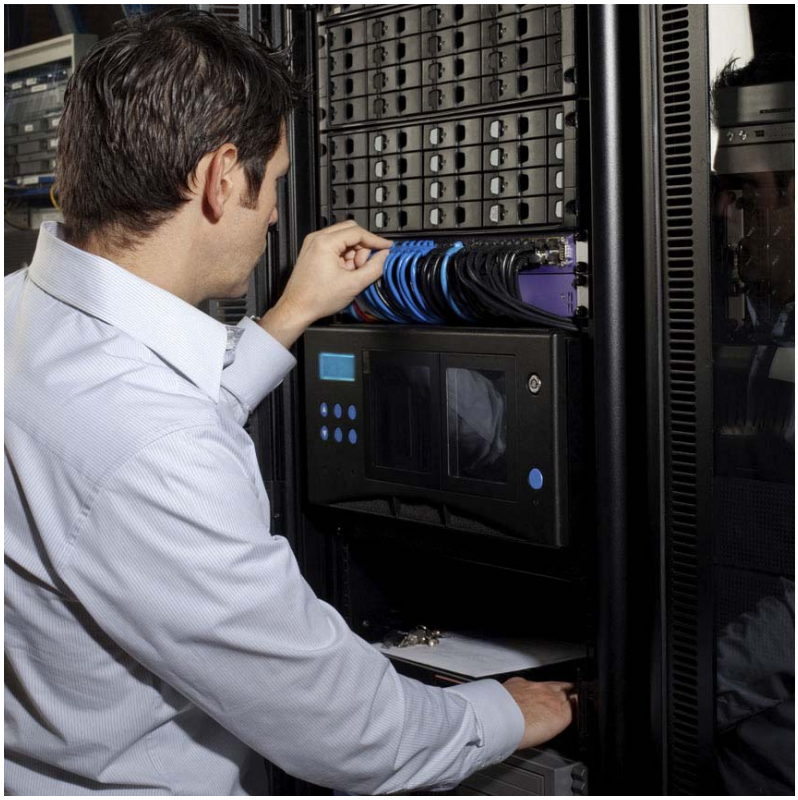
Minnesota WSCA-NASPO Master Agreement

Computer Equipment
January 29, 2014



One Dell Way
Round Rock
TX 78682, USA

www.dell.com

January 27, 2013

Susan Kahle
WSCA-NASPO and the State of Minnesota
50 Sherburne Avenue
112 Administration Building
St. Paul Minnesota 55155

Dear Ms. Kahle

Thank you for this opportunity to submit a proposal for WSCA-NASPO and the State of Minnesota's forthcoming WSCA4 Program. We have studied the information provided to us about your business requirements and carefully analyzed your technology needs. The solution recommended for WSCA-NASPO has been designed to meet your needs in the most cost effective way without compromising on quality, service or ongoing support.

Dell is helping our customers to bring down the Total Cost of Ownership by simplifying IT. We are committed to providing solutions that will allow WSCA-NASPO to reclaim time and cost and increase the productivity of your IT. In addition, we have built environmental consideration into every stage of the Dell product lifecycle including power consumption, helping our customers demonstrate environmentally responsible procurement.

Along with award winning products and services, Dell also offers you a dedicated program account team that is committed to working with you and your procurement needs. This team includes:

- An Account Manager to ensure overall account satisfaction
- System Consultants to provide a seamless deployment experience
- Technical Sales Representatives to facilitate order management
- Customer Service Representatives to provide post-sale support

Pursuant to the requirements in the RFP document, Dell has included as an attachment to this response our exceptions to the terms and conditions proposed in the RFP.

Dell looks forward to working with you on this project. Should you have any questions regarding this response, please contact me at 512-723-1575 or online at meghan_flisakowski@dell.com.

Sincerely,

Meghan Flisakowski
Proposal Consultant

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Response Requirements: Business

A	RESPONSE REQUIREMENTS: BUSINESS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
1	**PROPOSED BANDS.** Responders may respond to any or all bands. Responder must identify the bands they will be proposing (check all that apply): ☒ Band 1: Desktop ☒ Band 2: Laptop ☒ Band 3: Tablet ☒ Band 4: Server ☒ Band 5: Storage ☒ Band 6: Ruggedized Devices Responder must verify they are a manufacturer of each band proposed and describe their manufacturing process and facilities. Dell Response: **Company Facts – Dell at a Glance** Dell Inc. is a leading global information technology company that offers our customers a broad range of products and services. We built our reputation through listening to customers and developing solutions that meet their needs. Dell is a holding company that conducts its business worldwide through its subsidiaries. We were incorporated in the state of Delaware in 1984. Our global corporate headquarters is located in Round Rock, Texas. Business Strategy A few years ago, Dell initiated a broad transformation to become an end-to-end technology solutions provider. A key component of this transformation is shifting our portfolio to products and services that provide higher-value to our customers. As part of this strategy, we emphasize expansion of our enterprise solutions, which include servers, networking, and storage, as well as our services and software capabilities. Our client offerings also continue to be an important element of our strategic transformation. Operating Business Segments The way how we manage the performance of our product and services offerings corresponds with our transformation to an end-to-end technology solutions provider. In 2013 we introduced the four product and services business units: End-User Computing, Enterprise Solutions, Dell Services, and Dell Software. • *End-User Computing Group (EUC)* - includes notebooks, desktop PCs, thin client products, tablets, third-party software, and client-related peripherals. • *Enterprise Solutions Group (ESG)* - includes servers,	M	YES ☒ NO ☐

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	networking, storage, converged infrastructure offerings, and ESG-related peripherals. • *Dell Services* - includes a broad range of IT and business services, including support and deployment services, infrastructure, cloud, security services, and applications and business process services. • *The Dell Software Group* - includes systems management, security, and information management. ## Products and Services We design, develop, manufacture, market, sell, and support a wide range of products and services. ### Products • *Client*- We offer a wide variety of client computing devices, including desktop PCs, notebooks, and tablets, designed with customer needs in mind. Our offerings balance performance, manageability, design, and security. In 2012 we expanded our thin client portfolio with our cloud-based mobile computing offerings and we also introduced a portfolio of Windows-8 touch-enabled tablets and convertibles. Our tablet and convertible solutions are designed to optimize efficiency, while reducing the total cost of ownership for commercial customers, including the use of such solutions in the workplace as part of the "Bring Your Own Device" trend. In addition, our client solutions provide uncompromised performance for the entertainment needs of our consumer customers. • *Servers* - Our servers are designed to offer customers affordable performance, reliability, and scalability. Our portfolio includes high performance rack, blade, tower, and hyperscale servers for enterprise customers and value tower servers for small organizations, networks, and remote offices. Our hyperscale servers are designed to maximize performance and operating efficiency in the most intense data environments. Our servers deliver high performance and flexibility while maximizing energy efficiency. In addition, we are offering 12 th generation line of PowerEdge servers, which were designed for optimal performance. • *Storage* - We offer a comprehensive portfolio of advanced storage solutions, including storage area networks, network-attached storage, direct-attached storage, and various backup systems. Our storage offerings allow customers to grow capacity, add performance, and protect their data in a more economical manner. The flexibility and scalability offered by our storage systems help organizations optimize storage for diverse environments with varied requirements. We enhanced our storage offerings with a number of new options, including new hardware platforms for greater		

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	performance and capacity, new network-attached storage gateways, which provide unified storage solutions, synchronous replication, which offers real time data protection, and enterprise-class storage blade arrays for converged infrastructure offerings. • *Third-party software and peripherals* - In connection with the sale of our product offerings, we sell a wide range of peripherals, including monitors, printers, projectors, other client and enterprise peripherals, as well as third-party software products. Services Our services include a broad range of configurable IT and business services, including infrastructure technology, consulting and applications, and product-related support services. We manage our services based on a customer engagement model, which groups our services with similar demand, economic, and delivery profiles into three categories of services: support and deployment services; infrastructure, cloud, and security services; and applications and business process services. Within those categories, we offer a variety of services to our customers as part of an overall solution. • *Support and Deployment Services* - These services are closely tied to the sale of our hardware offerings, as well as multivendor support services. These services include support and extended warranty services, enterprise installation, and configuration services. • *Infrastructure, Cloud, and Security Services* - Infrastructure, cloud, and security services may be performed under multi-year outsourcing arrangements, subscription services, or short-term consulting contracts. These services include infrastructure and security managed services, cloud computing, infrastructure consulting, and security consulting and threat intelligence. We are often responsible for defining the infrastructure technology strategies for our customers through the identification and delivery of new technology offerings and innovations that deliver value to our customers. • *Applications and Business Process Services* - Applications services include such services as application development and maintenance, application migration and management services, package implementation, testing and quality assurance functions, business intelligence and data warehouse solutions, and application consulting services. Business process services involve assuming responsibility for certain customer business functions, including back office administration, call center management, and other technical and administration services. Software Software is a critical component of enterprise solutions and end-		

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	user computing. Our software offerings consist of system management, security software offerings, and information management. Financial Services We offer or arrange various financing options and services for our commercial and consumer customers in the U.S. and Canada through Dell Financial Services. Dell Financial Services offer a wide range of services, including originating, collecting, and servicing customer receivables primarily related to the purchase of Dell products. We offer private label credit financing programs to qualified consumer and commercial customers and leases and fixed-term financing to Commercial customers primarily. Financing through Dell Financial Services is one of many sources of funding that our customers may select. Product Development We operate 17 global research and development centers, including the Dell Silicon Valley Research and Development Center. We focus on developing scalable technologies that incorporate highly desirable features and capabilities at competitive prices. We employ a collaborative approach to product design and development in which our engineers, with direct customer input, design innovative solutions. They work with a global network of technology companies to architect new system designs, influence the direction of future development, and integrate new technologies into our products. We manage our research, development, and engineering spending by targeting those innovations and products that we believe are most valuable to our customers and by relying on the capabilities of our strategic relationships. Through this collaborative, customer-focused approach, we are able to deliver new and relevant products to the market quickly and efficiently. To further our transformation to an end-to-end technology solutions provider, we are increasing our investment in research and development activities. Our total research, development, and engineering expenses were $0.7 billion in 2010, $0.9 billion in 2011, and $1.1 billion in 2012. These increases reflect our focus in shifting our investments to research and development activities that support our initiatives to grow our enterprise solutions, services, and software offerings. Manufacturing and Materials Third parties manufacture the majority of the client products we sell under the Dell brand. We use contract manufacturers and manufacturing outsourcing relationships as part of our strategy to enhance our variable cost structure and to achieve our goals of generating cost efficiencies, delivering products faster, better serving our customers, and		

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	building a world-class supply chain. Our manufacturing facilities are located in: • Austin, Texas • Penang, Malaysia • Chengdu, China • Xiamen, China • Hortolândia, Brazil • Chennai, India • Lodz, Poland Our manufacturing process consists of assembly, software installation, functional testing, and quality control. Testing and quality control processes are also applied to components, parts, sub-assemblies, and systems obtained from third-party suppliers. Quality control is maintained through the testing of components, sub-assemblies, and systems at various stages in the manufacturing process. Quality control also includes a burn-in period for completed units after assembly, ongoing production reliability audits, failure tracking for early identification of production and component problems, and information from customers obtained through services and support programs. We are certified to the ISO (International Organization for Standardization) 9001: 2008 Quality management systems standard. This certification includes most of our global sites that design, manufacture, and service our products. We purchase materials, supplies, product components, and products from a large number of vendors. In other cases, we may establish a working relationship with a single source or a limited number of sources of supply if it is advantageous due to performance, quality, support, delivery, capacity, or price considerations. Geographic Operations Our global corporate headquarters is located in Round Rock, Texas. We have operations and conduct business in many countries located in the Americas, Europe, the Middle East, Asia and other geographic regions. To increase our global presence, we continue to focus on markets outside of the U.S., Western Europe, Canada, and Japan.		
2	**MANUFACTURER VERIFICATION.** The manufacturer's name shall appear on the computer equipment. The Contract Vendors shall provide the warranty service and maintenance for equipment on a Master Agreement. Describe proposed warranty in Section 3A6 in accordance to WSCA-NASPO warranty term. Dell Response: Dell acknowledges this requirement and we have provided our warranty language in exceptions submitted with the bid response.	M	YES ☒ NO ☐

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	Dell's Warranty Policy Dell differentiates between warranty and service level. Dell provides a standard warranty that the products it manufactures will be free from defects in materials and workmanship for a specified period of time. Dell also provides a standard minimum level of support for that warranty. Customers may elect to purchase an upgrade service level to support the warranty. An overview depicting the differences between the two is included below. **Limited Warranties and Return Policy** Dell-branded hardware products purchased in the U.S. or Canada come with a 90-day, 1-year, 2-year, 3-year or 4-year limited warranty, depending on the product purchased. To determine which warranty came with your hardware product(s), see your packing slip, invoice, or receipt. The following sections describe the limited warranties for the U.S. **What is covered by this limited warranty[1]?** This limited warranty covers defects in materials and workmanship in your — our end-user customer's — Dell-branded hardware products, including Dell-branded peripheral products. **What is not covered by this limited warranty?** This limited warranty does not cover: • Software, including the operating system and software added to the Dell-branded hardware products through our factory-integration system, third-party software, or the reloading of software • Non-Dell branded and Solution Provider Direct products and		

[1] THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE (OR JURISDICTION TO JURISDICTION). DELL'S RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN HARDWARE IS LIMITED TO REPAIR AND REPLACEMENT AS SET FORTH IN THIS WARRANTY STATEMENT. ALL EXPRESS AND IMPLIED WARRANTIES FOR THE PRODUCT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN TIME TO THE TERM OF THE LIMITED WARRANTY PERIOD REFLECTED ON YOUR PACKING SLIP OR INVOICE. NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE LIMITED WARRANTY PERIOD HAS EXPIRED. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU.
WE DO NOT ACCEPT LIABILITY BEYOND THE REMEDIES PROVIDED FOR IN THIS LIMITED WARRANTY OR FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES, FOR PRODUCTS NOT BEING AVAILABLE FOR USE, OR FOR LOST DATA OR LOST SOFTWARE. OUR LIABILITY WILL BE NO MORE THAN THE AMOUNT YOU PAID FOR THE PRODUCT THAT IS THE SUBJECT OF A CLAIM. THIS IS THE MAXIMUM AMOUNT FOR WHICH WE ARE RESPONSIBLE.
SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

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	accessories
	• Problems that result from:
	  o External causes such as accident, abuse, misuse, or problems with electrical power
	  o Servicing not authorized by Dell
	  o Usage that is not in accordance with product instructions
	  o Failure to follow the product instructions or failure to perform preventive maintenance
	• Problems caused by using accessories, parts, or components not supplied by Dell
	• Products with missing or altered Service Tags or serial numbers
	• Products for which Dell has not received payment
	• Normal wear and tear
	Service Level Upgrades
	Dell provides various options for upgraded service tailored to the product and the location where the product is purchased. Typically these include three years next business day on-site service. Service levels can be upgraded by WSCA to meet your on-site service and support requirements. For example, for mission-critical PowerEdge server products, Dell offers (in the U.S.) an upgrade to four-hour on-site service.
	Please contact your Dell Account Team for details on service offerings (levels) available for your particular project.
	The limited warranties applicable to Dell-branded hardware product can be found at the website below or in the documentation Dell provides with the product.
	http://www.dell.com/content/topics/global.aspx/policy/en/policy?c=us&l=en&s=gen&~section=010
	Dell makes no warranties for service, software, or non-Dell branded product. Such product is provided by Dell "as is". Warranty and service for non-Dell branded product, if any, is provided by the original manufacturer, not by Dell. Dell makes no express warranties except those stated in Dell's applicable warranty statement in effect on the date of the invoice, packing slip or acknowledgement. Warranties and service will be effective, and Dell will be obligated to honor any such warranties and services, only upon Dell's receipt of payment in full for the item to be warranted or serviced.
	Dell has not tested or certified its Products or Services for use in high-risk applications, including medical life support, water treatment, nuclear facilities, weapon systems, mass and air transportation control or any other potentially life critical uses. Customer understands and agrees that Dell makes no assurances or		

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	warranties that the Products are suitable for any high-risk uses.		
3	**THIRD PARTY PRODUCTS.** Products offered may be manufactured by a third party; however, Contract Vendor must provide the warranty service and maintenance for all third party products on the Master Agreement. Contract Vendor may not offer another manufacture's product holding a Master Agreement without prior approval. Warranty documents for Products manufactured by a third party are preferred to be delivered to the Participating Entity with the Products. Contract Vendor can only offer third party products in a band they have been awarded. Describe proposed warranty in Section 3A6 in accordance to WSCA-NASPO warranty term. Dell Response: Dell does offer products manufactured or published by third party partners. This ability to offer third party products is a value add to Customers. While Dell does not warranty these third party products, as stated elsewhere in this RFP response document, we do agree to facilitate any warranty issues with our third party partners Dell's Third-Party Software and Peripherals Warranty Limited Warranties Similar to other resellers of software and peripherals, Dell does not warranty third-party products. Third-party software and peripheral products are covered by the warranties provided by the original manufacturer or publisher only. Third party manufacturer warranties may vary from product to product. Consult your product documentation for specific warranty information. More information may be available from the manufacturer or publisher. While Dell offers a wide selection of software and peripheral products, we do not specifically test or guarantee that all of the products we offer work with any or all of the various models of Dell computers, nor do we test or guarantee all of the products we sell on the hundreds of different brands of computers available today. If you have questions about compatibility, we recommend and encourage you to contact the third party software and peripheral product manufacturer directly. Dell-Branded Hardware, Software and Refurbished Products Dell does provide a limited warranty for new Dell-branded hardware and software products (products for which Dell is listed as the manufacturer) for Dell peripherals, such as monitors, batteries, memory or docking stations. The limited warranty can be found online. "Dell-installed" Software and Peripherals Dell-installed software includes the operating system and some of the application software that are preinstalled on the computer	M	YES ☒ NO ☐

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	during the manufacturing process (e.g. Microsoft Office, Norton Anti-virus, and so on). Dell-installed peripherals include any internal expansion cards, or Dell-branded module bay or PC card accessories. In addition, any Dell-branded monitors, keyboards, mice, speakers, microphones for telephonic modems, docking stations/port replicators, networking products and all associated cabling would be included. Definition of "Third-Party" Software and Peripherals Third-party software and peripherals include any peripheral, accessory, or application software sold by Dell not under the Dell brand (e.g., cameras, games, etc.). Support for all third-party software and peripherals is provided by the original manufacturer of the product. Returns Dell Return Policy (U.S. Only) Dell values our relationship with you and offers a return policy for most products that you purchase directly from Dell. Under this policy, you may return to Dell, within the applicable return policy period, products that you purchased directly from Dell for a credit or a refund of the purchase price paid, less shipping and handling and applicable restocking fees.		
4	**PRODUCT RESTRICTIONS.** Responder must agree to adhere to the restrictions in the Scope of Work throughout the life of the Master Agreement. Describe thoroughly how Contract Vendor will manage product restrictions for Participating States. Dell Response: Dell agrees to adhere to any restrictions with regards to products and services eligible under a Master Agreement and any Participating Addendum under that Master Agreement. Each WSCA4 Participating Addendum will be assigned a unique internal Dell contract code ("Contract Code"). Each Contract Code will be used to accomplish quick and efficient reporting and apply any restrictions to products and services under that Participating Addendum. Each State Participating Addendum will have a unique State-store on the website required by this RFP. This State store is set up with the contract discounting and any product and services restrictions as part of the store-construction process. Dell's internal automated tools and processes ensure that quotes sent to public customers reference the Contract Code applicable to that Order/Customer to tie back to the appropriate terms and conditions, pricing and product and services restrictions.. This process establishes that the quote provided is equal to or better than contract discounting and meets other contract requirements,	M	YES ☒ NO ☐

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	such as product restrictions. The Dell NASPO/WSCA Program team offers sales-maker and other sales support team members training on the WSCA Program throughout the life of the contract. This training includes information regarding product restrictions.		
5	**MAINTAINING THE PRODUCT AND SERVICE SCHEDULE (PSS).** Contract Vendors will develop and maintain an electronic Product and Service Schedule (PSS) which identifies a complete listing of all products and services included in the awarded Master Agreement as well as individual Participating State's PSS's. It is understood that manufacturer's pricing models will vary and final negotiation of how the PSS is presented will be finalized upon award. The PSS will be available for audit purposes and end users to verify pricing based on the minimum discounts with categorized exceptions provided off a designated base line price list. The minimum discounts with categorized exceptions and designated price list must be provided upon request. The PSS may contain the following information: 1. Band number 2. Category 3. Product Brand 4. Item number 5. Item description 6. List Price 7. Discount provided 8. Discounted price PSS is to be maintained as follows: 1) The PSS prices for Products and services will conform to the guaranteed minimum discount with categorized exception levels 2) The Contract Vendor may make model changes; add new Products, and Product upgrades or Services to the PSS. **3)** The Contract Vendor agrees to delete obsolete and discontinued Products from the PSS **4)** The Contract Vendor will work with each State to develop a satisfactory PSS reflecting the individual States restrictions. The state reserves the right to make PSS format changes throughout the life of the master agreement. Contract Vendor will request changes to the PSS utilizing an Action Request Form (ARF). A sample has been provided in the Section 6. This ARF will be finalized upon negotiations and reaffirms and tracks changes made to the Master Agreement. Changes may be made quarterly.	M	YES ☒ NO ☐

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	Dell Response: Dell acknowledges and agrees to comply with this requirement. Dell requests that for States that do not add additional restrictions to their State Participating Addendum that a State specific PSS is not required.		
6	**WARRANTY AND MAINTENANCE.** The Contract Vendor shall ensure warranty service and maintenance for all equipment, including third party products provided. Describe in detail how the responder will secure warranty for all products and services. The Contract vendor agrees to facilitate the Manufacturer or Publisher warranty and maintenance of third party products furnished through the Master Agreement. Describe in detail how the responder will secure warranty for all products and services. Dell Response: Dell's commitment to personalized attention is evident in the ongoing development of the Customer Care program. This commitment enables Dell to better assist you and focus on your needs. As Dell continues to grow, Customer Care will develop more focus and refinement on addressing even the most unique customer needs. Customer Care provides telephone assistance Monday through Friday, 8:00 a.m. – 5:00 p.m. Central Time, excluding normal holidays. We also provide e-mail support or you can submit your request online. Dell's continual education policy requires our Customer Care representatives to attend extensive training each year to keep up with the latest knowledge and skills required to handle the most particular situations. Dell Customer Care has a quality program that initiates random quality audits of telephone conversations to improve the customer's experience and prevent repeat calls. Dell monitors its Customer Care representatives on everything from their demeanor to how accurately and completely they respond to the customer's questions and concerns. For the WSCA4 contract, Dell will continue to provide dedicated a dedicated escalation path via the online link. As stated above and elsewhere in this RFP response, Dell warrants only Dell-branded products and services performed by Dell and its authorized partners. Dell does not warrant third party products, but will offer warranty escalation support on third party products through our Customer Care team to facilitate warranty issues on third party products with the appropriate Manufacturer or Publisher.	M	YES ☒ NO ☐

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7	**LEASING.** Individual Participating States and Participating Entities may enter in to lease agreements for the products covered in the Master Agreements resulting from the RFP, if they have the legal authority to enter into these types of agreements. The Participating Addendum by each State will identify if and how leasing agreement terms will be conducted. Dell Response: Dell acknowledges and can comply. **Dell Financial Services (DFS) Overview** Dell Financial Services L.L.C. (DFS) was created to assist Dell's customers in the management of their asset acquisition and rotation needs while lowering Total Cost of Ownership. A wholly owned subsidiary of Dell Inc. (Dell), DFS' success is attributed to the incorporation of Dell's direct model philosophy and the strong relationships we have developed with our valued customers. Because DFS was founded with Dell's customers in mind, your company is assured of a solution to simplify the process of acquiring and financing technology. Since our founding in 1997, DFS has experienced industry-leading growth. DFS and its international partners have a combined customer base that includes individuals, businesses, and organizations in over 40 countries. We have a portfolio of more than $5.7 billion and have originated more than $45 billion in finance transactions since our inception. DFS. We're more than just financing. DFS offers a myriad of financing solutions to meet your budget and technology needs. From asset rotation lease plans to ownership financing solutions with terms spanning from 12 to 60 months for qualified customers, DFS makes it easy to acquire your technology needs today. We know WSCA has a choice in finance providers. DFS focuses not only on the financing aspect of the relationship but on the total customer experience - from dedicated account team introductions to an easy end-of-term process. Here are just a few ways we are working to make your financing experience easier.		YES ☒ NO ☐
8	**DELIVERY.** Delivery of ordered product should be completed within thirty (30) calendar days after receipt of an order, unless otherwise agreed to by the ordering agency. Dell Response: Dell acknowledges and can comply.		YES ☒ NO ☐
9	**FREIGHT**. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price), to the address, receiving dock or warehouse as specified on the ordering agency's purchase order, In those situations in which the "deliver-to" address has no	M	YES ☒ NO ☐

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	receiving dock or agents, the Contract Vendor must be able to deliver to the person specified on the PO without additional cost. If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance in order for the customer to determine if the additional cost will affect the decision to utilize the Contract Vendor. Dell Response: Dell acknowledges and can comply.		
10	**VENDOR PERFORMANCE MEETING**. An annual vendor performance meeting may be held each year with the WSCA-NASPO Sourcing Team. Participation by the Contract Vendor is mandatory. Historically vendor performance meetings have been held in the State of Minnesota. Dell Response: Dell acknowledges and can comply.	M	YES ☒ NO ☐
11	**AUDITING.** Contract Vendors agree to audits, including but not limited to the Lead State or 3rd party to ensure products sold, pricing and administrative fees are compliant with Master Agreement terms and conditions. Responders must describe: • How the responder regularly self-audits the Master Agreement to ensure compliance • How an end user will be able to self-audit to ensure quotes provided are at the minimum discount off list price • How often the web pricing and invoicing is audited to insure contractual compliance. • Reporting mechanisms available such as Invoice reports which will assist in State's ability to audit the Master Agreement through vendor supplied reporting tools. • How the responder ensures that States with multiple Master Agreements are monitored to ensure purchases are correctly booked with the correct Master Agreement. Dell Response: Dell will perform quarterly compliance audits pursuant to the requirements in this RFP by pulling a random sample of the correct number of invoices, orders and quotes. Dell will compare the Quote, order and invoice to ensure that Dell has quoted right products at the right price to the right customers under the right Contract Code. Those quotes will be matched to ensure that the order matches in these elements. Finally, the invoices will be reviewed to ensure those same elements are correct. In order for a customer to self-audit a quote to ensure that the minimum discounts are correctly applied, the customer should review the PSS.	M	YES ☒ NO ☐

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	Dell will perform quarterly audits to ensure contractual compliance. Dell provides regular Contract Codes and sales training. Web pricing (of online Stores) is reviewed as a continuous process, as part of Dell's standard business procedures. Each store, assigned to serve a specific Participating Addendum, is set up with the contract discounting and product requirements as part of the store-construction process. Stores are reviewed on a regular basis to ensure discounts continue to be equal to or better than those required by the corresponding contract. The following describes the high level audit review performed for each store: 1. Product prices - ensure each meets minimum contract discount requirements 2. Standard configurations - confirm pricing is correct and configuration aligns 3. Product Exclusions - review stores to verify product exclusions are correct per the contract and participating addendum All Stores established under WSCA4 will be managed under this policy. Each WSCA4 Participating Addendum will be assigned a unique internal Dell contract code. Each contract code will be used to accomplish quick and efficient reporting. Additionally, Dell's internal automated tools and processes ensure that quotes sent to customers reference one of these unique contract codes so the quote can be reviewed. This review establishes that the quote provided is equal to or better than contract discounting and meets other contract requirements, such as product restrictions. Dell offers two levels of periodic audits that extend beyond these procedures: • A periodic random invoice-level audit as agreed to between the Dell WSCA Program Manager and the NASPO/WSCA Administrator • Periodic random invoice-level audits at the state Participating Addendum level as agreed to between the Dell WSCA Program Manager and the appropriate state procurement agency. Online Customer Reporting Solutions are available to our Premier customers as an added benefit, enabling them to do more online. We offer the following online reports: • Purchase History — Dashboard View — Summary View (tabular format)		

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	— Detail Report view (tabular format, order number level) Selection of standard offline reports available: • Order Status report - delivers immediate order status information so you can stay informed and plan ahead. • Purchase History / Aggregate Spend report - provides information regarding what you have already purchased and allows you to see exactly where you have allocated your budget.		
12	**SELF AUDIT:** Vendors are required to conduct at a minimum a quarterly self-audit, unless approved by the Lead State. The audit will sample a minimum of one tenth of one percent (.001) of orders with a maximum of 100 audits per quarter conducted. For example: Up to 1,000 sales = 1 audit; 10,000 sales = 10 audits; Up to 100,000 sales = 100 audits. This will be a random sample of orders and invoices and must include documentation of pricing. Summary findings are to be reported to Lead State with actions to correct documented findings. Dell Response: Dell acknowledges and can comply with this request.	M	YES ☒ NO ☐
13	**PREFERENCE PROGRAMS.** Describe experience and capacity to meet minority and women business enterprises and other local purchasing preferences that vary among potential Participating Entities, including but not limited to the use of these businesses in their partner relationships. Dell Response: **Supplier Diversity - Overview** Through Dell Supplier Diversity, we provide equal access to potential business opportunities for Small Businesses, Small Disadvantaged Businesses, Woman-owned Small Businesses, Veteran-owned Small Businesses, Minority and Women Business Enterprises, and HUBZone Businesses (Historically Underutilized Business Zone) to participate as partners and suppliers of goods and services within our corporate supply chain. The mission of Dell Supplier Diversity is to deliver superior supplier performance through highly-qualified minority, women and small businesses that enhance the overall customer experience, support continued economic growth in our diverse communities and increase global market share. We evaluate and qualify suppliers based on their ability to meet best in class cost, supply chain process, quality, technology, time to market, and service experience. Our supplier diversity model compliments our qualification process by identifying the best suppliers who can support these long-term objectives and can scale them within our direct business model. Dell Recognition in 2011:		YES ☒ NO ☐

A	RESPONSE REQUIREMENTS: BUSINESS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	• **DiversityBusiness.com's Top 50 Organizations for Multicultural Business Opportunities Award (U.S.)** DiversityBusiness.com, the nation's leading multicultural B2B online website, named Dell one of the Top 50 organizations for providing business opportunities to diverse business owners **across the United States.** • **Human Rights Campaign Corporate Equality Index** (U.S.) Dell has earned a perfect score of 100 percent for the 8th consecutive time in the 2012 Corporate Equality Index, an annual survey administered by the Human Rights Campaign (HRC) Foundation. The HRC reported that its efforts and companies such as Dell are protecting more than nine million workers from discrimination in the workplace. • **Opportunity Now Excellence in Practice Award** 2012 Opportunity Now has awarded Dell the Agile Organization Award in the U.K. for a "Connected Workplace." • **DiversityInc.'s Top 50 Companies for Diversity #26 (#30 in 2011)** Ranked #30 in 2011, this is Dell's 2nd year on the DiversityInc. Top 50 List for our progress in creating an inclusive culture. Dell was also ranked number 9 in The DiversityInc. Top 10 Companies for Global Diversity and will also receive DiversityInc.'s 2012 Top Company for Resource Groups special award. • **AZ Magazine's Top 25 Workplaces for Women** (U.S.) AZ Magazine and Best Companies AZ recognize exceptional opportunities for women and companies that demonstrate a family-friendly environment and a high percentage of women in leadership. • **2012 Work-Life Seal of Distinction** (U.S.) WorldatWork's Alliance for Work-Life Progress awarded Dell with the Work-Life Seal of Distinction in recognition for Dell's efforts providing a wide variety of workplace policies, programs and practices that support employees in all major aspects of work-life navigation. • **Woman Engineer Magazine's Top 50 Employers #16 (U.S.)** Dell ranked 16th on the 21st Annual Top 50 Employers list in Woman Engineer Magazine. • **Great Place to Work Award #7 (Ireland)** The Great Place to Work list, widely recognized as Ireland's most comprehensive study of workplace culture. • **The Times Top 50 Employers for Women (U.K.)** The Times recognizes companies demonstrating the most significant achievements and areas of excellence across the business when it comes to promoting gender equality, diversity, opportunity and inclusion. • **Human Rights Campaign Corporate Equality Index (U.S.)** Dell has earned a perfect score of 100 percent for the 8th		

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	consecutive time in the 2012 Corporate Equality Index, an annual survey administered by the Human Rights Campaign (HRC) Foundation. • **Top Arbeitgeber Award (Germany)** Dell received excellent scores in five categories — primary benefits, secondary benefits, training and development, career opportunities, and culture from Top Arbeitgeber. Dell was also acknowledged for its on-site WISE network. • **Top 50 Most Admired Companies #10 (India)** Dell was ranked #10 on the list compiled by Fortune magazine and global management consultancy Hay Group. • **Charity Award by the Ministry of Civil Affairs (China)** The Charity Award is China's highest and most influential government-initiated charity award, with the goal of promoting individual, organization and enterprise philanthropy in China. • **Outstanding CSR Cases (China)** The award was first launched in 2009 with the aim of helping improve business ethics and recognize CSR contributions. More than 130 cases in the fields of philanthropy, green and sustainability were submitted for this year's award. • **CSR Leadership Award Finalist and CSR Innovation Award Finalist (China)** For 7 years, the nationally-recognized the American Chamber of Commerce-Shanghai CSR Awards has honored the best corporate citizens in the city, commending companies for their outstanding and innovative CSR programs and initiatives, encouraging CSR development, and providing models for other organizations to emulate. • **Top 25 Most Responsible Companies by FORTUNE Magazine (China)** Dell was named one of the 25 Most Responsible Companies in China by Fortune China Magazine. The scoring process is based on environment, social and governance, with four criteria under each domain. • **Dell U.K. was awarded the Manufacturer of the Year Green IT Award (U.K.)** Dell U.K. was awarded the Manufacturer of the Year Green IT Award. This success is especially notable since Dell was nominated by a customer! Nominations and voting come from the magazine's readership, with a panel of judges making the final decision. • **Top 100 Most Influential Blacks in Corporate America** Mel Parker has been included on Savoy Magazine's Top 100 Most Influential Blacks in Corporate America. • **Advertising Working Mother of the Year Award** Karen Quintos received a 2012 Advertising Working Mother of the Year Award from Working Mother Magazine in the Established Mom category for being able to balance work and family. As part of our outreach program, Dell has a Supplier Diversity		

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	website which allows diverse suppliers to provide information about their company to us. This is uploaded to an online database which our purchasing organization can access to identify diverse suppliers with RFQ/RFI opportunities. The link for this website is: www.dell.com; Click "About Dell"; Click "Supplier Diversity"		
14	**GEOGRAPHIC OFFERING.** While the primary purpose of this solicitation is to select a Responders who can offer all products and services within a band for all Participating States, to encourage small business participation Responders are permitted to submit a proposal on more limited geographical areas. Clearly describe the geographical limits (e.g. by State name) if proposing a geographical area less than that of all Participating States. Identify at least one State. If a Proposer elects to submit a Proposal for a single State then the Proposer will be willing to supply the entire State. The option to grow the business to other States may be allowed upon approval of the WSCA-NASPO Management Board. The proposer will be evaluated on the same criteria as all other vendors and referred to the identified State for consideration of a Master Agreement. Dell Response: This request is not applicable to Dell. Dell will offer services to all States included in the solicitation.		YES ☐ NO ☒
15	**MASTER AGREEMENT TERMINATION.** Upon termination or expiration of the Master Agreement awarded from this RFP the following will occur: • All websites, on-line offering systems and Electronic Catalog functions supported and/or available as part of the Master Agreement will cease and be removed from public viewing access without redirecting to another website. • If approved by the Lead State, Customer data/user accounts acquired during the term of the Master Agreement shall be destroyed or returned to the State at the request of the Participating State's administrator unless required to maintain per audit. • No references to the Master Agreement shall be made on the Contract Vendor's commercial website without permission by the Lead State. • If approved by the Lead State, hard copy catalogs and promotional literature shall be destroyed or returned to the Participating State at the end of the Master Agreement term upon the request of the Participating State. Dell Response: Dell acknowledges and can comply with this request.		YES ☒ NO ☐

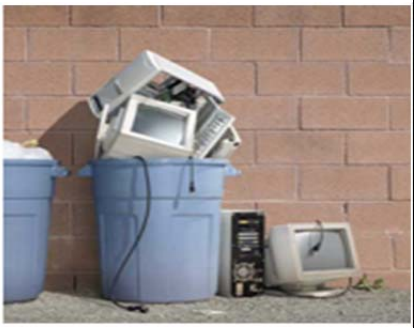
A	RESPONSE REQUIREMENTS: BUSINESS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
16	**PREMIUM SAVINGS PACKAGE PROGRAM.** Contract Vendors who participate in the PSP program commit to maintain and upgrade (keep pace with the advance of technology) the standard configurations for a stated period of time or intervals, as determined by the Participating Entities. Provide marketing plan of the PSP Program including leading with PSP Program and displaying prominently on websites to market aggressively to all States. Dell Response: Dell will continue to support the PSP program. Each State website will have a link to the PSP and marketing material associated with WSCA4 will references the PSP.		YES ☒ NO ☐ ☐ n/a for server storage vendors
17	**PROMOTIONS.** Contract Vendors are allowed to provide promotions for deeply discounted products based on their inventory and sales. Promotions will also provide increased savings to States. The Contract Vendors will be responsible to market these offers. Describe what kind of promotions will be available and how marketing will be conducted. Dell Response: Promotions for Dell products will vary throughout the lifetime of the WSCA4 contract. Examples of previous discounts include additional discounts on specific products or discounts when certain products are purchased together. The dedicated account teams for the States participating in WSCA4 will be made aware of these promotions through internal announcements and trainings from sales leadership and marketing and will work with customers to provide additional information.		YES ☒ NO ☐

Response Requirements: Environmental

B	RESPONSE REQUIREMENTS: ENVIRONMENTAL	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
1	**ENVIRONMENTALLY PREFERABLE PURCHASING COMMITMENT.** Explain commitment to environmentally preferable purchase specifically in the areas below. **a. End of life management:** Include detailed information regarding takeback, recycling and trade in programs available **b. Environmental solutions:** Provide detail on how additional value is provided regarding environmental solutions such as selling refurbished/remanufactured toner and equipment. Outline how your company is willing to work with the State and the manufacturers to minimize impact on the environment. Specifically address: • MATERIALS - manufacturer declaration on reduction / elimination of hazardous materials i.e.; mercury and lead. • PRODUCT – In general how does the responder identify product longevity, percent of packaging and packing materials that are recycled/reusable, availability of replacement parts for life extension, cost, and complication to upgrade. • CORPORATE – detail if company has in place regarding sell/procurement of refurbished/remanufactured products. **c. Environmental certifications.** Describe how certifications/registrations are identified on the website; as well as labels on equipment and/or packing list. Dell Response: We help our customers minimize their environmental impact by delivering energy-efficient products and easy, responsible electronics recycling. We also aim to reduce environmental impacts throughout the sustainability life cycle. This approach means designing our products with the environment in mind, finding more eco-friendly ways to build and ship them, and working to reduce our collective footprint. Design Designing with the environment in mind from the very start ensures all Dell products and services help		YES ☒ NO ☐

B	RESPONSE REQUIREMENTS: ENVIRONMENTAL	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	customers reduce their impact and meet their goals. • Environmental Design • Follow the Eco-label You want eco-friendly products without sacrificing performance or reliability. Instead of one eco-friendly product, we design all products with the environment in mind. We're committed to developing innovative products that help you do more while minimizing your environmental impact. All product design follows our Design for Environment specifications where we make choices that can minimize impact at each stage of the product life cycle. Also, we certify certain products to ENERGY STAR and EPEAT eco-labels to make it easy for you to choose. **Build** Building responsibly means our operations, and those of our supply chain, are committed to operating sustainably. It's good for business and good for the planet. • Zero Waste • Climate Change As a global citizen, Dell is committed to minimizing the impact that our operations, and those of our supply chain, have on the planet and the communities we live and work in. We believe it's possible to succeed in business without doing harm to the environment. Central to this idea is the practice of using resources responsibly. With energy, water, forestry resources and on the manufacturing floor, we avoid waste in all its forms and work with our supply chain to do the same. We strive to recycle them back into usefulness or to obtain them from renewable and sustainable sources. Additionally, we recognize that climate change is real and we all have a role to play in transition to a lower-carbon economy. Success is possible through a combination of global emissions reductions, efficiency improvements and a transition to renewable energy sources. To these ends, we have committed to measuring and reducing the impact of our own operations, including our supply chain, our own operations and the impact of our products and services. **Ship** From renewable packaging to smarter shipping, Dell takes an innovative, strategic approach to efficiently delivering products around the world every day • Bamboo Packaging • Logistics Packaging protects products. Shipping gets them where they need to go. Simple enough, but both can leave a substantial environmental footprint		

B	RESPONSE REQUIREMENTS: ENVIRONMENTAL	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	when you're shipping one system per second to 180 different countries through 47 shipping nodes globally. Reducing that impact requires a strategic commitment to reducing waste by shrinking packaging, selecting renewable materials and striving to make our packaging recyclable, so it doesn't become a customer's waste problem. It also requires constant optimization of an expanding supply chain, always looking for the efficiencies that reduce trips and cut emissions, all while ensuring customer products arrive safely and on time. **Use** Every day, customers are using Dell products and services to help them reduce their environmental impact and achieve their sustainability goals. Whether to mitigate risk, create new opportunities, reduce operating costs or improve their brand, companies are looking to reduce their environmental footprint. Increasingly, our customers are realizing that technology can be a major driver of this transformation. But green IT — technology that itself leaves a smaller footprint — is not enough. We help our customers look at IT for green technology that enables them to address their sustainability goals and take control of their resources in a way that creates value. While better design will minimize environmental impact throughout a product's life cycle, the true measure of technology's power is how our customers use it to unleash new possibilities and change their world. **Efficient and Responsible Operations** • Since 2008, we have cut our global electricity use significantly through building upgrades, power-management strategies, and IT solutions. We have saved millions by reducing global electricity usage, enough to power more than 4,000 average homes for 1 year. • By applying our "Green Efficiency" approach, Dell IT has saved more than $50 million to-date in energy savings. • We aspire to power all of our operations with 100-percent renewable energy. • Today, we power eight of our facilities in the United States and Europe with 100-percent renewable energy, we purchase more than 25 percent of our global electricity from renewable energy sources such as wind and solar, and we are a Top 5 purchaser of renewable energy in the U.S. according to the EPA's Green Power Challenge. Our corporate responsibility progress report can be accessed by clicking on the following link: http://content.dell.com/us/en/corp/report.aspx		

B	RESPONSE REQUIREMENTS: ENVIRONMENTAL	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	## Recycle Recycling is critical to helping drive sustainability, returning materials to usefulness. Around the globe, we offer easy, responsible recycling options. • Business Recycling • Dell Reconnect As technology is progressing quickly, e-waste is piling up in our offices and homes, or worse, our landfills. According to the Environmental Protection Agency, over 200 million pieces of computer-related e-waste are being generated annually. Yet, only 18 percent is being recycled, which leaves over 150 million pieces of equipment in our landfills each year. To help prevent the environmental impacts of e-waste, Dell provides multiple hassle-free options for disposing your e-waste responsibly and keeping it out of our landfills either directly or through our partnerships. ## Dell's Asset Resale and Recycling Services  Equipment disposal is a risky area, with many potential points of failure. Identity theft, standards compliance and environmental liability are growing concerns that everyone must take seriously. Added to that, companies often underestimate the labor costs associated with the disposal methods they choose. Original owners are deemed responsible for the proper disposal of their assets. The information contained on business servers, desktops and notebooks includes some of the most sensitive and proprietary data available. Research from the University of Glamorgan (UK)[2] has revealed that a significant number of computer hard drives that are bought second-hand still contain sensitive company and personal information. It is therefore essential to ensure the proper disposal of computer equipment that has reached the end of its useful life. Dell can help WSCA recover, resell, recycle or return to lease your excess computer equipment in a secure and environmentally conscious manner that complies with local regulatory guidelines. We were the first IT vendor to set product recovery goals, in 2004. Through our extensive recycling options worldwide, we reached our goal to recycle more than		

[2] University study, 7 May 2009

B	RESPONSE REQUIREMENTS: ENVIRONMENTAL	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	125 million Kg (275 million pounds) of computer equipment, ahead of schedule.[3] **Invest in peace of mind** To protect your company's assets and reputation, Dell's Asset Resale and Recycling Services help ensure that sensitive information does not fall into the wrong hands. We make it a priority to track and reconcile assets at every stage of the process. At the same time, we make every effort to promote environmental stewardship through zero-landfill and zero-export policies. We have instituted globally consistent policies that include rigorous audit protocol for all partners in our supply chain. All data processing centers and partners are regularly audited to ensure compliance with these policies. Auditing is performed by independent third parties, on a frequent and unannounced basis. As a manufacturer, Dell meets or exceeds all international standards such as the Basel Convention, EU WEEE directives and US environmental and data disposal laws (RCRA, CERCLA, SARA, HIPAA, GLB and CISL). We can help provide: • Brand Protection: Avoid the negative publicity that comes from a disposal process that goes wrong. • Data Security: Protect sensitive data by overwriting readable hard drives though a 3-pass data wipe process and shredding inoperable disks. • Environmental Stewardship: Recycle systems with no value in compliance with local regulatory guidelines such as the EPA and WEEE legislation and waste regulations. **Recovery and Disposal process** Dell provides IT disposal solutions for all brands of desktops, notebooks, servers, storage, networking, monitors, printers, projectors, and all computer related peripherals – from small collections to project management of large scale, geographically dispersed recoveries. The process and options for asset recovery and disposal are summarized in the diagram below.		

[3] *Inspire and Innovate*: Achievements in Corporate Responsibility FY2009 (www.dell.com/corporateresponsibility

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Figure 1 - Asset Resale and Recycling Services from Dell

Secure, environmentally compliant and cost effective

Asset Removal and Logistics

Dell will pick up your systems at your designated location, log each asset by serial number, securely pack systems and ship them to our facilities for further processing.

Data Destruction

For customers with highly sensitive data or privacy concerns, we provide an **On-site Data Wipe** option for client systems[4]. Dell also offers custom capability for other data destruction needs including custom wiping and destruction for standalone drives and or drives in servers. Otherwise, the data wipe is performed after transportation to Dell premises.

During the 3 pass data wipe process, the data is overwritten[5] using an automated script. Non-functional hard drives are destroyed by shredding or otherwise destroying the drives in a controlled, secure environment.

The data wipe process includes:

- Tracking: We collect and report back to you specific information about the data cleansing of each unit. Asset tags and serial

[4] Additional charges apply.

[5] No data removal process leaves a hard drive or computer as free from residual data as a new product. Dell makes no recommendations regarding the customer's security needs or representations regarding the effectiveness of one method of data removal over another. It is the customer's responsibility to protect any confidential or sensitive information contained on its hard drives recovered by Dell.

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	numbers are collected and removed, and the system is readied for data overwriting. • Overwrite: Using licensed software, Dell detects and overwrites data from each seated disk drive, overwriting the data with random characters. This process is performed three times (3-pass data wipe). • Verification: A technician verifies that the software successfully overwrote the data before sending the system down the line. There, its progress is monitored and recorded and an audit technician selectively performs additional testing. Finally, the successfully overwritten system is ready to be resold or recycled for parts. In cases where the data cannot be removed due to faulty functionality, the hard drives are completely destroyed. • Reporting: To complete the process, Dell provides a detailed status report of the data cleansing and outcome of each retired system. **Disposal Options** Asset Resale and Recycling Services offer the option to recycle, re-use or sell retired hardware that still has value. Options include: • IT Asset Recycling: For greater peace of mind or to dispose of obsolete equipment, some customers choose our recycling-only offer. Dell will handle the logistics of properly disposing your used equipment in an environmentally sensitive way. During the recycling process, IT components are broken down into primary parts — with materials separated into groups of ferrous metals, precious metals and plastics. Once divided, these materials are sent to partners who specialize in the disposal of each unique material. • IT Asset Resale: Dell will pick up your systems at your designated location, ship them to our facilities, cleanse the systems of all data and audit your equipment to determine the remaining value. We then help you resell it to a third party. Equipment that has no residual value is recycled. — Offsite data wipe option: We perform a 3-pass wipe using an automated script that overwrites every sector of a seated hard drive. A sector verification is performed. If a drive cannot be 100% overwritten, the drive is physically destroyed. — Onsite data wipe option: To provide an extra level of security, we can perform the 3 pass data wipe at your location before the equipment leaves your site. This option is available for desktops and notebook equipment only. • IT Asset Return to Lease: Dell will pick up your systems at your designated location and ship them to your lesser. If required, additional options are available to cleanse the systems of all data and audit the equipment to determine the remaining value.		

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	## Reporting Dell provides detailed reporting to verify that your data was removed or destroyed and that recycling met or exceeded all local regulatory guidelines. These reports are intended to help you meet compliance and audit requirements. Dell will provide a "**Confirmation of Disposal**" report which includes: • Confirmation of Data Destruction that identifies all system hard drive(s) successfully wiped during the Data Wipe process at your premises. • Verification that all other hard drives were wiped or destroyed in accordance with applicable local country and state regulatory requirements and guidelines. • Confirmation that all other equipment was disposed/recycled in accordance with applicable local country and state regulatory requirements and guidelines. For all equipment disposals, we also provide a S**ettlement Report** which lists the serial number, condition/grade, and value asset sold of each piece of hardware. ## Why should I purchase Asset Resale and Recycling Services? Dell can help you recover, resell or recycle your excess computer equipment in a secure and environmentally conscious manner that complies with local regulatory guidelines. WSCA will benefit from: ### Data security: • Minimum 3x data wipe; non-functional hard drives are destroyed • Asset tags and labels are removed. Onsite data wipe provides maximum security assurance ### Ethical disposal: • Old computer equipment is disposed in compliance with local environmental regulations. • We provide confirmation of disposal for environmental compliance ### Reduced overall costs: • You get value back for qualifying systems that are resold • You eliminate the cost of storing, licensing and supporting equipment that you no longer need ### Improved focus for your IT resources: • Relieves your IT staff the headache of managing the complex end of life process. Allows that staff to focus on higher value activities. ## Environmentally Sensitive Materials Elimination		

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	Greener products help you lower your impact on the earth. But to make a greener product, you need greener ingredients. To us at Dell, that boils down to two ideas: increasing the amount of recycled and recyclable materials in our products; and working with suppliers to use safe, reliable and environmentally preferable materials. Here are the keys to our approach: • We adopt the world's strongest environmental requirements for all our products globally. • We increase the amount of recycled content in our products and packaging on a regular basis. • We voluntarily reduce and/or eliminate harmful chemicals well ahead of regulation, across the portfolio rather than specific "show-and-tell" products. • We proactively engage ourselves in leadership efforts to find better chemical alternatives for our industry. Dell directs its suppliers to restrict and/or eliminate environmentally sensitive materials in the components and products supplied to Dell. Too see a timeline of Dell's elimination of sensitive chemicals, visit: http://i.dell.com/sites/content/corporate/corp-comm/en/Documents/eliminate-toxics-milestones.pdf Consistent with our Chemical Use Policy (http://i.dell.com/sites/content/corporate/environment/en/Documents/chemical-use-policy.pdf), periodic revisions of our restricted materials list (http://i.dell.com/sites/content/corporate/environment/en/Documents/earth-restricted-use-policy.pdf) will be made to incorporate legal requirements, relevant aspects of international treaties and conventions (such as the Convention for the Protection of the Marine Environment of the N.E. Atlantic (OSPAR) Chemicals for Priority Action), and specific market demands. ## Product Content Restrictions Historically, throughout our industry, some of the chemicals used to make electronics have posed risks to human health and/or the environment. At Dell, we have been reducing and/or eliminating these chemicals for years, while addressing these risks often well before regulations. The reason is simple: We are committed to anticipating, rather than responding to, environmental issues. Since our founding, we've taken a precautionary approach to environmental health and safety issues. And in 2005, we formally adopted the precautionary principle as the foundation of our chemical use policy: If reasonable scientific grounds indicate that a substance could pose significant environmental or human health risks — even if the risks lack full scientific certainty — action should be taken to eliminate its use. Since 1996, we've voluntarily worked to eliminate substances of concern		

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	from our products. In 2002, we targeted 28 groups of these substances, which far exceed the six restricted by the European Union (EU) Restriction of Hazardous Substances (RoHS) directive. We prioritize those chemicals that regulatory bodies, our customers and nongovernmental organizations tell us are most important to restrict. These include arsenic, lead, brominated/chlorinated flame retardants (BFRs and CFRs), and polyvinyl chloride (PVC). **Finding better chemical alternatives: a timeline** **2011** Removable media storage devices, memory and hard drives are BFR- and PVC-free. The Optiplex 990 SFF and Latitude E6420 systems can be configured to be **BFR- and PVC-free.** **2010** All new laptop displays transition to **mercury-free** LED lighting. We proactively and voluntarily eliminate **HBCDD, DEHP, BBP** and **DBP** from all newly designed Dell products. **2009** We introduce **arsenic-free** display glass in laptops and display monitors. **2008** All new basic-configuration PowerEdge servers are now **lead-free**[1]. **2007** We launch our first **lead-free**[1] servers, going above and beyond the RoHS restrictions. Dell's Materials Restricted for Use Document lists substances that Dell bans or restricts. For each listed substance, a threshold limit has been established to account for unavoidable impurities along with exemptions consistent with regulatory requirements. Dell has implemented robust compliance assurance processes to ensure Dell's precautionary chemical		

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	use policies are met throughout the entire supply chain. To view this document, visit: http://i.dell.com/sites/content/corporate/environment/en/Documents/earth-restricted-use-policy.pdf **Compliance Verification Process** Dell is managing compliance verification of parts and products by way of a Supplier's Declaration of Conformity (SDoC), modeled after ISO/IEC 17050-1 and through an audit program. Dell is collecting SDoCs to support compliance verification efforts. To sign the SDoC, the supplier must ensure that the product meets the Dell Materials Restricted for Use specification and record any applicable exemptions. At Dell's request, the supplier must also be able to provide technical documentation in the form of internal design controls, supplier declarations, or analytical test data. Dell's goal is to collect supplier declarations on each part in a product bill of materials. This will ensure each product meets the legislated materials requirements. This also allows us to understand the current uses of environmentally sensitive substances in products and develop strategies to eliminate the remaining uses of these substances. As part of every new supplier contracting process, Dell requires suppliers to sign an agreement acknowledging they are aware of and will abide by Dell sustainability requirements and principles. **Compliance Verification Audit Program** A second tier in Dell's compliance verification strategy is a supplier audit program. Working with suppliers to uphold the EICC Code of Conduct, we conducted a number of audits to address social responsibility and environmental standards. Our supplier audits have more than doubled since FY09. The audits help our suppliers: • Identify challenges and create corrective action plans • Develop training, mentoring and collaborative programs that raise supplier awareness • Monitor continuous improvement of our suppliers While we recognize that some issues, such as working hours, are a continuous challenge, the results of the audits raise awareness and spur programs that assist our suppliers in tackling these difficulties. Our programs train suppliers to continuously improve their social and environmental programs and policies. In FY11, we conducted 119 audits at supplier facilities and expanded audits to include suppliers outside of China and added audits in Brazil, Southeast Asia and Mexico. A traditional audit is conducted on a quarterly basis in which Dell parts are selected at random and submitted for third-party analytical testing. Samples are tested for restricted materials including those highlighted by the RoHS Directive. The audit allows Dell to investigate gray areas, enforce SDoC diligence, and assist in supplier compliance uncertainty. Dell also actively screens samples in-house by using an X-Ray		

B	RESPONSE REQUIREMENTS: ENVIRONMENTAL	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	Fluorescence (XRF) unit. ## The Total Product Life Cycle The electronics industry, as well as other industry sectors, is facing an increasing number of demands focused on reducing the environmental impacts of how products are designed, built, shipped, used, and managed at end-of-life. As evidenced through "green" procurement policies and emerging European legislation such as Registration, Evaluation and Authorization of Chemicals (REACH) and the European Union's Restriction of Hazardous Substances (RoHS) directive, the global marketplace is increasingly demanding product environmental improvements, as well as increased access to environmental information that relates to the product life cycle. Dell has developed a strict set of principles to eliminate toxic substances and evaluate the environmental and health benefits of possible substitutes. These guidelines have been integrated into Dell engineering specifications and supplier contractual agreements. For example, this past year we replaced all laptop displays with LED illumination, eliminating the need for mercury in our laptop products and we plan to continue to drive mercury-free LED illumination in our external monitors in FY13. Also in FY12, Dell proactively eliminated the use of three phthalates identified as potentially harmful: bis(2-ethylhexyl) phthalate (DEHP), butyl benzyl phthalate (BBP) and dibutyl phthalate (DBP). We continue to monitor other phthalates for their potential effects as well. Globalization within the industry has impacted management of the product life cycle by involving more participants in the process, which makes the process more complex. This also poses unique challenges in determining how environmental aspects of one stage in the life cycle (material selection, for example) impact another stage in the cycle (end-of-life management, for example). In order to meet these challenges, Dell established the Design for the Environment Program to integrate environmental attributes into each aspect of the product life cycle, including responsible material choices, energy-efficient engineering and designs that support responsible end-of-life solutions. We extend this philosophy to our partners and suppliers through working closely with them to drive this approach across the industry. This methodology encourages reduction of the most significant environmental aspects of the life cycle without unnecessarily burdening the supply chain. Dell is actively involved in all of the following programs, and Dell products hold the relevant certifications. ## EPEAT One of the most comprehensive and rapidly advancing tools in the U.S. for green purchasing is the Electronic Product Environmental Assessment Tool (EPEAT). Dell helped to develop EPEAT, currently serves on its board of advisors and was first to achieve an EPEAT Gold rating for a notebook.		

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	EPEAT helps purchasers evaluate, compare and select desktop computers, notebooks and monitors based on their environmental attributes. EPEAT provides manufacturers a clear and consistent set of performance criteria for product design and market recognition for efforts to reduce the environmental impact of products. Information about the environmental benefits of buying EPEAT registered products, is provided at: http://www.epeat.net/learn-more/environmental-benefits/ The EPEAT system was developed and implemented through a stakeholder process supported by the U.S. Environmental Protection Agency. The system evaluates computer desktops, notebooks and monitors based on 51 environmental criteria. All EPEAT registered products must meet 23 mandatory environmental performance criteria. Twenty-eight optional criteria determine whether products earn EPEAT Bronze, Silver or Gold recognition. The current list of EPEAT qualified Dell products is available at: http://ww2.epeat.net/CompanyDetail.aspx?CompanyID=28 . ENERGY STAR ENERGY STAR is a joint program of the U.S. Environmental Protection Agency and the U.S. Department of Energy, with the goals of saving money and protecting the environment through energy efficient products and practices. Since 1992, the U.S. EPA has maintained its ENERGY STAR rating system to highlight energy-efficient products, helping us all save money and reduce emissions associated with electricity use. The mark can apply to desktops, laptops, servers, monitors and printers, as well as a wide range of products beyond computers. The EPA sets standards within all of these product categories and base qualification on meeting their standards under typical use. Recognizing the natural march toward greater energy efficiency as design improves, they revise the standards regularly, ensuring that ENERGY STAR represents the top 25 percent most efficient products in a category. ENERGY STAR certifications currently exist for desktops, laptops, monitors, and printers. Dell was a founding member of ENERGY STAR in 1992 and recently became the first in the industry to announce compliance with ENERGY STAR 5.0 requirements on select systems. 80 Plus The power supplies that convert AC power from electric utilities into DC power for computers and servers are one of the common sources of inefficiency. The conversion process typically loses some of the power that comes in as heat — this is why your power supply feels warm to the touch. The 80 PLUS designation requires power supplies to be at least 80 percent efficient in this conversion at various usage loads. The energy savings of even the basic 80 PLUS power supplies (saving 85 kilowatt-hours per desktop, 300 kilowatt-hours per server per year over		

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	non-80 PLUS power supplies) can be impressive. There are multiple levels of the designation representing increasingly efficient power supplies. Dell was the first OEM (original equipment manufacturer) to offer an 80 PLUS Titanium power supply (the highest level), which reaches 96 percent efficiency under a 50 percent load. **TCO** The Swedish Confederation of Professional Employees (TCO) eco-label requirements cover four main areas: ergonomics, emissions, energy and ecology. Dell offers many desktop models that meet TCO'05 and displays that meet TCO '99 and TCO '03 voluntary environmental certifications. TCO honored Dell as the first certified company for the new TCO'05 desktop label that marks environmental and ergonomic excellence. More information about TCO is available on their website, at: www.tcodevelopment.com. **Blue Angel** The Blue Angel is Germany's environmental label. It is the first and oldest environment-related label in the world for products and services. The Blue Angel label was created in 1978. Several Dell OptiPlex desktop models and printers are certified to this label. More information about Blue Angel is available on: www.blauer-engel.de The current list of Blue Angel qualified Dell products is available at: http://www.blauer-engel.de/en/products_brands/search_suppliers/zeichenanwender.php?id=1797 . **PC3R** PC3R manages the PC Green product eco-label and company eco-label developed by the PC industry in Japan. Dell has been a member of this program since 2001 and has registered selected OptiPlex, Precision, Vostro, Inspiron and Latitude computer models, as well as monitors. **CECP** The China Energy Conservation Program (CECP) certification is the minimum requirement for government purchases in China. OptiPlex, Precision, XPS, Latitude, Inspiron and Vostro have obtained CECP certification. **Climate Savers Computing Initiative** The Climate Savers Computing Initiative's (CSCI) goal is to reduce computer related energy consumption by 50 percent by 2010. CSCI works with organizations such as ENERGY STAR and businesses around the globe to encourage purchase of energy-efficient equipment and use of energy saving tools and policies, such as the use of power management. To make it easy for customers to assess the environmental performance of Dell's products, we publish product-specific datasheets on our website at: www.dell.com/environment_datasheets		

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	These datasheets are self-declarations of environmental information about Dell's products. They present the environmental attributes of standard configurations of a specific product, including energy consumption, acoustical data, material content and certifications. The published information reflects test data and analysis of the specific configuration described in the data sheet, and is accurate as per date of publication. Individual performance of systems purchased may vary somewhat from published values due to component changes or additions at the time of sale. An example of the detailed environmental information that can be obtained for each system is given below.		

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Worldwide Regulatory Compliance Engineering and Environmental Affairs

MARKETING NAME*: Inspiron™ 15R, Inspiron™ N5010
REGULATORY MODEL: P10F
REGULATORY TYPE: P10F001
EFFECTIVE DATE: January 10, 2011

Dell Inc.
www.dell.com

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I. PRODUCT SAFETY[1]

The product has been certified and bears the Mark, as applicable, of the Product Safety authorities as indicated below.

Country/Region	Authority or Mark
Argentina	TÜV-S
Australia	NATA[1]
Belarus	BELLIS
Cambodia	ISC[1]
Canada	SCC
China	CNCA or CCC
Croatia	KONCAR
European Union	CE
IECEE	IECEE CB
Israel	SII
Kazakhstan	OTAN – CKT
Kenya	KEBS
Kuwait	KUCAS
Mexico	NYCE or NOM
Moldova	INSM
Nigeria	SONCAP
Norway	NEMKO
Russia	GOST
Saudi Arabia	KSA ICCP
Singapore	Safety Registration Scheme[1]
South Africa	NRCS
South Korea	KETI (eK)[1]
Taiwan	BSMI
Ukraine	UKRTEST or UKRSERTCOMPUTER
United States	NFPA
United States	NRTL
Uzbekistan	STZ

* Notice: This product has been assigned a unique regulatory model and regulatory type that is imprinted on the product shipping invoice and product labeling to provide traceability to the regulatory approvals noted on this datasheet. This datasheet applies to any product that utilizes the assigned regulatory model and type including marketing names other than those listed on this datasheet. Requests for specific information on product regulatory approvals should reference the assigned product regulatory model and type.

[1] The above-listed Product Safety certifications may vary depending upon the location of the factory and specific product configuration. Certification marks may not be applied on products for countries outside the purchaser's country.

[1] Product Safety certification is specific to the AC Adapter only.

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Order 13221. When applicable, Dell product information related to US Executive Order 13221 may be obtained at: http://oahu.lbl.gov/index.html.

Dell's Energy Calculator can keep you in the know on how changes in power management settings and more efficient hardware options can positively impact energy costs, and can help you optimize your infrastructure for high efficiency. Please see Dell's Client Energy Savings Calculator here.

Declared Noise Emissions in accordance with ISO 9296 (tested in accordance with ISO 7779)

Service Level	Sound Power (L_{WAd}, bels) (1 bel=10 decibels, re 10^{-12} Watts)	Sound Pressure Operator Position (L_{pAm}, decibels) (re $2x10^{-5}$ Pa)
Hard Drive Accessing	UMA:3.5, Dis: 2.7	UMA: 31.5,Dis: 24.1
CD Drive Accessing	UMA:3.6, Dis: 3.2	UMA: 32.8, Dis: 29.2
Idle	UMA:4.8, Dis: 4.8	UMA:44.9, Dis: 44.9
Floppy Drive Accessing	N/A	N/A

XI. PRODUCT MATERIALS INFORMATION[5]

Restricted Substances

This Dell product does **NOT** contain any of the following substances (in concentrations exceeding legal threshold limits):

- Asbestos
- Azo dyes/colorants in components that come into direct contact with human skin
- Cadmium and its compounds (except for use in applications exempted by the EU RoHS Directive)
- Class I and Class II CFCs (chlorofluorocarbons) and HCFCs (hydrofluorocarbons)
- Chloroparaffins, short chained (10-13 carbon chain)
- Chromium VI and its compounds (except for use in applications exempted by the EU RoHS Directive)
- Halogenated dioxins or furans (i.e. polychlorinated dibenzodioxines, polychlorinated dibenzofurans)
- Lead and its compounds (except for use in applications exempted by the EU RoHS Directive)
- Mercury (except for use in applications exempted by the EU RoHS Directive)
- Nickel and its compounds in components that are likely to result in prolonged skin exposure
- PCBs (polychlorobiphenyls) or PCTs (polychloroterphenyls)
- PBBs (polybromobiphenyls) or PBDEs (polybrominated diphenylethers)
- PVC (polyvinyl chloride) in plastic parts greater than 25 grams
- Polychlorinated naphthalenes (PCNs)
- Tributyl tin (TBT) and triphenyl tin (TPT) compounds

For information on Japan RoHS (J-MOSS) chemical disclosures: www.dell.com/japan_rohs.

Additional Materials Information

- The cables may use PVC as an insulating material to ensure product safety
- The case material is : >PC+ABS<
- Product may contain post-industrial recycled content (plastics, metal, glass)

[5] **Waste Handling.** Local regulations should be observed when disposing of this product due to the presence of the materials and substances as listed above.

Product Safety, EMC & Environmental Datasheet
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A Dell environmental datasheet

Dell provides detailed environmental information on our products, to assist in evaluating their environmental performance. These sheets are published on our web site at www.dell.com/environment_datasheets

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2	**EPEAT REGISTRATION.** Responder agrees that applicable products offered that have EPEAT Standards provided under the Master Agreements resulting from this RFP are to have achieved a minimum EPEAT Bronze registration. Dell Response: EPEAT evaluates electronic products in relation to 51 total environmental criteria, and contained in IEEE 1680 -- 23 required criteria and 28 optional criteria. To qualify for registration as an EPEAT product, the product must conform to all the required criteria. Most EPEAT criteria refer to environmental performance characteristics of the specific product, and must be declared for each product registered. Some criteria relate to general corporate programs, such as a Corporate Environmental Policy or Environmental Management System. epeat BRONZE: Meets all required criteria epeat SILVER: Meets all required criteria plus at least 50% of the optional criteria epeat GOLD: Meets all required criteria plus at least 75% of the optional criteria Dell's commitment to the EPEAT performance criteria is evidenced in the EPEAT registry for conformance with the environmental performance standard IEEE 1680-2006 for our desktops, laptops and monitors. The EPEAT registry recognizes the following Dell products: 34 Dell Desktop models with all designated Gold, 70 laptops with 15 Gold, and 45 monitors with 41 receiving Gold.	M	YES ☒ NO ☐ n/a storage
3	**TOTAL COST OF OWNERSHIP.** Describe how your company can provide users information to assist in evaluating the Total Cost of Ownership in utilizing products. E.g. equipment that runs more efficiently, with less supplies, etc. Dell Response: Every organization that uses technology, no matter what size, can benefit by viewing IT expenditures from a Total Cost of Ownership perspective. This means looking beyond the costs of the end-user hardware, and considering other associated costs such as the following: • Additional Capital Costs - software, IT support software and network infrastructure. • Technical Support Costs - hardware and software deployment, help desk staffing, system maintenance. • Administration Costs - financing, procurement, vendor management, user training, asset management. • End-user Operations Costs - the costs incurred from downtime and in some cases, end users supporting other end users as opposed to		YES ☒ NO ☐

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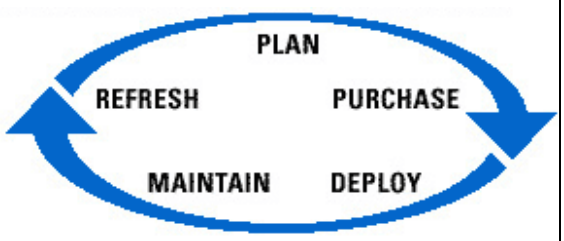
	IT technicians supporting them, which can be very costly. **Finding $5.6 Million: A Pioneering Project to Lower TCO** Eastman Chemical took a bold step in the direction of its IT management. With the stated goal of lowering its total cost of ownership, the company turned to Dell to replace 100% of its installed PCs worldwide. Gone were over 540 different kinds of desktops and notebooks. In their place were two standard client configurations comprised of Dell OptiPlex desktops and Latitude notebooks. Using Dell's Custom Factory Integration services, the systems were configured with company-standard software images. The results for Eastman Chemical were dramatic: after standardization, Eastman's annual out-of-pocket acquisition and support costs were reduced by $5.6 million. In the years since, Dell has continuously improved our focus, as well as expanded product and service offerings, to help customers lower TCO. **Dell Lowers TCO** Dell takes a holistic approach to IT management, viewing the process as a continuous lifecycle. The phases of the lifecycle are as shown in the graphic.  The Dell Direct Model can add value at every phase of the IT lifecycle. As Eastman Chemical's example shows, Dell relationship products, service and support provide end-to-end lifecycle solutions that work to lower TCO through each phase of the product lifecycle. **Planning to Lower TCO** Even before WSCA spends a penny on IT acquisition, Dell is working to minimize your TCO. Stable Product Lifecycles Dell's relationship product lines are designed to have long lifecycles with managed transitions between models. This helps reduce obsolescence and maintains consistency and compatibility across models in the same product line. The net result is a greater and longer-lived return on WSCA's technology investment. Hand-in-hand with providing stable product lifecycles is Dell's ability to keep our business and institutional customers informed of planned changes. This enables our customers to prepare for transitions well in advance, as well as provide direct input to Dell as to the types of changes they'd like to see. No surprises means no surprise expenditures.		

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	## Customer Input Dell proactively solicits the input of our customers in the design of new products. Through Webcasts, contact with Dell account executives, Customer Advisory Councils, Direct Connect events, Dell Technology tours and Platinum Councils, we provide opportunities for direct dialogue between Dell and our customers. This enables us to deliver products that provide more direct value, and products that help lower total cost of ownership. ## Advice Makes the Difference Dell can help WSCA understand the most cost-effective way to plan for the purchase of new equipment. By consolidating workloads onto standards-based hardware, customers can reduce TCO. Dell offers the tools, services, and products to successfully consolidate infrastructure for greater operational efficiency. # Dell Helps Lower TCO in the Purchasing Phase Dell's direct model and acquisition tools and services can aid in lowering the costs associated with the purchasing phase of the IT lifecycle. ## Cost is Key, Price to Performance Ratio is the Payoff Dell maintains a relentless focus on reducing costs while maintaining quality standards that are unsurpassed in the industry. In part this is achieved through industry-leading supply chain management, but it does not end there. We continually analyze every aspect of our production process to eliminate unnecessary costs. The result is delivery of high performing products at great prices. ## Frictionless Online Ordering The Dell Direct Model makes ordering the exact systems WSCA need online simple and easy. Tracking delivery is just as easy. The benefit to you is that less time and effort, and therefore fewer real dollars, are spent on procurement. ## Payment and Finance Options That Can Help Lower TCO Dell has a variety of payment and finance options that can help organizations devote cash resources to present-day core business priorities, while acquiring the IT systems needed to achieve future goals.		

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	Computer system leases offered by Dell Financial Services are an excellent tool to help manage total cost of ownership. Leasing encourages a disciplined approach to acquiring, deploying and disposing computer equipment. The regular equipment replacement cycle built into a lease relationship takes advantage of Dell's technology advances on a predictable schedule. Leasing can help WSCA to better manage your technology and your money over time. Premier Dell.com: A Valuable Purchasing Management Tool Premier Dell.com is a customized Web portal that allows qualifying Dell customers access to every aspect of their relationship with Dell 24 hours a day, seven days a week. With Premier Dell.com Web pages and Dell pricing contracts WSCA can purchase systems online at your convenience with WSCA's-specific prices. Premier Dell.com provides access to purchase and pricing histories and order tracking, too. This benefits WSCA because it offers a greater level of convenience and control over the purchase process, helping to lower TCO. **Deployment: Putting TCO into Play** When it comes to rolling out new IT systems, Dell minimizes TCO a number of ways. Customized Configurations Dell gives companies immense freedom to customize their Dell systems to meet unique technical specifications and budgetary requirements in a direct, "touch-free" way. Customers get products that best meet their needs, while expending minimal time and effort in the process. Custom Factory Integration: Standardize, Simplify, Lower Costs One of the most critical facets in lowering TCO is standardizing hardware and software platforms. Reduce hardware diversity and WSCA helps reduce service and support costs, streamline upgrades and simplify asset control, thus lowering overall TCO. Dell Custom Factory Integration (CFI) makes the manufacturing process a collaboration between Dell and our customer. With CFI WSCA is empowered to create customized and standardized hardware configurations, pre-installed with third party proprietary software images. This not only helps lower costs at the deployment phase, delivering systems ready to run right out of the box, but can lower TCO over WSCA's entire IT lifecycle. Dell Installation Services Put Technology to Work Fast Dell hardware installation services are designed to speed deployment of new technology purchases. A range of services are offered, including data migration and removal of old equipment. With these services WSCA can focus on their core business priorities, minimizing TCO. Seat Management Services Preserve Priority Resources		

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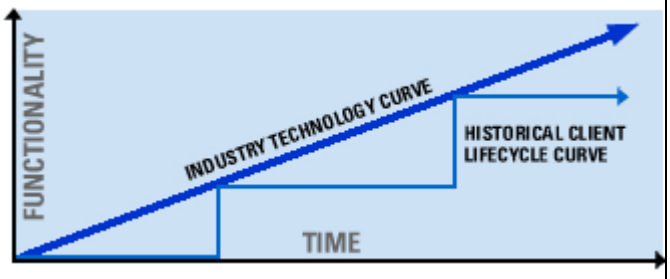
	Dell's Seat Management Services provide one-stop shopping for computer systems and technology services. High-quality products, expert deployment and high levels of service and support are delivered at a low cost per system through a single point of accountability. This eliminates the time and effort expended managing multi-vendor relationships, as well as allowing WSCA to devote resources to core business priorities. **Program Management Clears a Broad Path** Dell's Program Management Office can plan, implement, and manage deployment programs for complex IT projects domestically and around the world, using consistent and proven "Best Practice" project management methodologies. Dell's Program Managers help ensure compliance with project parameters and schedules, and provide the planning, scheduling, and management of all assigned resources. There is no more buttoned-down, TCO-focused way to deploy complex projects. **Maintain and Manage to Minimize TCO** Dell products and services are all about increasing the productivity gains from IT. Aside from outstanding product performance, other contributing factors are reducing service and upgrade requirements for hardware and software, and providing award-winning service and support. **Global Standard Platforms Make Standardization and Transitions Easy** A global standard platform is a Dell product platform whose availability will be synchronized worldwide. This enables WSCA to roll-out standard configurations across multiple countries and continents. Global standard configurations remain available in quantity from at least nine to 12 months, with a minimum 60-day transition period between configurations. This adds order and predictability to WSCA's IT management process. **Relevant Technology Keeps Focus on What's Important** Introducing even minor technology changes in large corporate or institutional IT environments can cause disruptions that hurt productivity. That is why new technologies typically are added to Dell relationship client and enterprise products only if they are widely adopted industry standards that are relevant to the needs of corporate users. An exception to this is made for certain niche technologies that are offered in Dell Precision Workstations, enabling our workstation customers who need them to have access to 		

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	them quickly. ## ImageWatch Prepares You for What's Ahead Dell's ImageWatch service provides qualifying corporate and institutional customers with general notification of technology changes two- to twelve- months prior to their impact on Dell hardware, peripherals and software, and much more specific information is made available 60-90 days out. Management of relevant technology changes helps lower TCO. There are five concepts behind our approach to managed technology transitions: • Notification of upcoming transitions well in advance • Availability of evaluation units prior to product release • Overlapping product lifecycles during which both product generations are available • Constant communication with the customer so "no surprises" • Flexibility to adapt to customers' unique needs ## Continuous Quality and Reliability Improvement Direct relationships with our customers have an influence on every phase of product development and manufacturing. This enables us to deliver client systems that are among the most reliable in the industry. Direct feedback from our customers guides improvements in new product development. Direct design and testing helps ensure that what customers want and need is what is produced. The net result of this focus on quality and reliability is that Dell systems overwhelmingly perform as expected out of the box and remain trouble-free throughout their lives. This, of course, minimizes TCO and improves the customer experience. ## Dell Service and Support When the unexpected happens, Dell offers award-winning service and support. The quality of Dell's standard service and support offerings meet or exceed the best in the industry. Multiple levels of extended service and support match different business priorities, and can maximize IT staff resources and budgets. Bottom line: more uptime, lower TCO. The Dell Online Self Dispatch Program is a service and support plan designed specifically for IT professionals who have technical expertise in diagnosing and servicing computer systems. This flexible service program supports Dell customers who use a help desk for service dispatch, provides self-maintenance or who want to appoint a designated service provider. ## OpenManage Can Minimize PC Visits Dell's Client Management solutions are designed to empower IT professionals with an easy to use management suite that can automate		

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	traditionally labor-intensive tasks. WSCA administrators can remotely perform many routine IT functions including asset management, configuration management, fault management, and security management. The OpenManage suite includes tools for remotely managing assets, initial image deployment, and proactive health monitoring. OpenManage simplifies systems management with easy to use, standards-based, remote management capabilities that have the potential to improve the efficiency of WSCA's IT resources and, in turn, minimize your TCO. Premier Dell.Com: a Valuable Information Asset Customized Premier Dell.com websites can deliver purchase, repair and upgrade histories, as well as assisting with asset management. Ready access to this information consolidated in one source increases WSCA's management and maintenance efficiency. **Replacement Strategies and Services Are Key** Preparing for periodic technology replacement can help minimize TCO. Dell delivers product strategies and asset recovery services that support this final stage of the IT lifecycle. Stable Product Platforms and Managed Transitions Lower Ownership Costs Dell's relationship product lines are based on relevant industry-standard technology and are designed for long product lifecycles. Often, product families will maintain parts and peripherals compatibility across model generations. For customers under non-disclosure agreements, Dell can provide pre-release information about new product technology and overlap of old and new product availability. This enables WSCA to have planned, orderly and relevant transitions. Asset Recovery and Recycling Clear the Decks Efficiently End-of-life IT disposition can account for a measurable portion of the total cost of ownership, so sound asset retirement practice is imperative. Dell's comprehensive asset recovery and PC recycling services provide a way to remove old equipment, extract any remaining value from it, or dispose of it in an environmentally sound manner. This preserves WSCA's resources for core business goals and provides detailed equipment disposition records for accounting purposes. Leasing Makes Technology Refresh Integral to the Process By leasing computer systems through Dell Financial Services, companies such as WSCA automatically have a strategy for end-of-life technology disposition and a roadmap for refreshing to new relevant technologies. Dell Premier Services Help Lower TCO A study has shown that the purchase cost of system hardware comprises		

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	only 26% of system TCO. By planning ahead and obtaining extended service and support for WSCA's Dell hardware at the time of purchase, you can control and help minimize costs resulting from the unexpected. The following Dell services can also play an instrumental role in WSCA's TCO planning: • Award Winning Technical Service and Support: Dell offers multiple tiers of service and support coverage, both standard and enhanced, from Next-Business-Day On-Site Service[6] to 365-Day 7X24 4-Hour On-Site Response, allowing customers to obtain the coverage they need to help reduce TCO and help ensure system uptime. • Custom Factory Integration: A "one-touch," high-quality service providing custom hardware and software integration as part of the manufacturing process with a single point of accountability. • Dell Installation Services: On-site installation services to speed the benefits of new technology throughout high-quality products to users and help ensure functional deployment. • Dell Financial Services: Dell Financial Services L. P. (DFS) can help Dell's customers in the management of their acquisition and disposal needs while maximizing their return on IT investment. • Dell OpenManage: Dell OpenManage software provides a family of systems management offerings that keep Dell systems running efficiently. • Program Management: Plan and develop comprehensive technology and deployment projects with assistance from Dell experts. • Managed Client Services: Provide a single point of accountability for installation, support, service and upgrades across workgroups, departments, or even entire organizations. • Gold Technical Support: Gold Technical Support combines rapid response and resolution with advanced technical assistance and account management to give WSCA a single point of contact for your client system support. • Enterprise Support Services: Obtain Dell service certification for in-house IT staff or a designated contract service provider. • CompleteCare: CompleteCare Service for notebooks protects your Dell notebook investment from most drops, spills and breaks. • Asset Recovery and Recycling: Plan for end-of-life technology disposition and eliminate much unforeseen cost and hassle, as well		

[6] Service may be provided by third-party. Technician will be dispatched if necessary following phone-based troubleshooting. Subject to parts availability, geographical restrictions and terms of service contract. Service timing dependent upon time of day call placed to Dell. U.S. only.

B	RESPONSE REQUIREMENTS: ENVIRONMENTAL	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	as protecting the environment. Determine ROI through the Client ROI Analyst Tool Dell can help WSCA take control of your IT infrastructure. With Dell's Client ROI Analyst Tool WSCA can compare the ROI business case for standardizing on Dell Latitude notebooks, OptiPlex desktops, Dell Precision workstations and services with a full deployment today, or a staged rollout over the next three years. Similarly, the Dell Client ROI Analyst Tool allows WSCA to calculate the cost for deployment and quantify the benefits from Dell standardization. Dell designed its ROI tools to help WSCA evaluate the impact of standardization on your organization. You work with your Dell Account Manager to enter information about WSCA, create multiple scenarios, assess risks and develop a comprehensive analysis. The resulting business case is your document to use within WSCA to evaluate and evangelize the estimated benefits of client product standardization.		
4	**ENERGY STAR COMPLIANT PRODUCTS.** Describe manufacturer commitment to EnergyStar Program. Dell Response: Desktops, Notebooks, and Workstations manufactured after July 1, 2009 that display the ENERGY STAR label meet the more stringent 5.0 requirements. Because of these requirements, your computer has a highly efficient power supply and other hardware specific features that, based on EPA estimates, could annually: • Save you up to 130 kWh of electricity. • Prevent up to 200 lbs of greenhouse gas emissions (enough to fill a large room). Moreover, Energy Star compliant computers can save even more energy by using ENERGY STAR® power management features, which allow the computer to enter a very low power mode when not in use for a specified period of time. The EPA estimates that these power management features, when enabled on ENERGY STAR® qualified computers, could save you up to 500kWh of electricity annually. This is equivalent to: • Saving greenhouse gas emissions by taking your car off the road for 3 weeks. • Planting a grove of trees 70ft. by 70ft. ENERGY STAR compliant systems combined with power management settings can provide Dell customers the greatest TCO savings[7]! Dell has been an ENERGY STAR partner for more than a decade, demonstrating an ongoing commitment to energy efficiency. For the past several years, Dell has worked with the EPA to help the agency develop effective, new ENERGY STAR® standards for computers. Our shared goal		YES ☒ NO ☐

7 Please see the Energy Calculator at www.dell.com/energysmart

B	RESPONSE REQUIREMENTS: ENVIRONMENTAL	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	is to promote an industry standard that cost-effectively promotes significant energy savings without sacrificing performance. In addition, Dell has been an active participant and proponent of ENERGY STAR power management programs that help enterprises reduce their computing electricity use.		
5	**ENVIRONMENTAL IMPROVEMENT PROGRAM.** Describe Product environmental improvement program for products that have not yet received the applicable standards or certification. In addition, describe environmental efforts in each of the following areas: reduction/minimization/avoidance of the use of toxic and hazardous constituents (cadmium, chromium, mercury, and/or lead); compliance with international directives such as the European Union's WEEE Directive on reduction of chlorinated plastics (PVC) and brominated flame retardants. Dell Response: Dell is committed to our role in protecting the environment. As outlined in previous answers, we continue to strive to be the greenest computer company. We meet all federal requirements and when possible we work to exceed. We also work to ensure we are in compliance with all major directives including international directives such as WEEE. Dell complies with the WEEE Regulations and takes back product in accordance with the regulations. For business customers who only require a recycling solution for their obsolete IT equipment Dell will provide this service free of charge. With effect from 1 July 2007: • If you buy new Dell products, we will recycle any brand of historic product on a one-for-one and like-for-like basis. Historic product is defined as any product purchased before 13 August 2005. • We will provide end of life recycling for Dell products purchased after 13 August 2005. Dell will be responsible for the removal and treatment of products received at our nominated collection hubs. The service is simple to use. When your new order is delivered and/or when the equipment has reached end of life: • Visit www.euro.dell.com/recycling • Select your country from the drop down menu, then select the WEEE Compliance link • Complete the template and email it to: Recycling_EMEA@dell.com Once we have all the necessary information, you will be advised of a delivery location to which the obsolete product should be transported. The service provided under the WEEE regulations offers recycling only. If you require logistics, reporting or data security, or if the obsolete equipment could have residual value, we can provide a full range of		YES ☒ NO ☐

B	RESPONSE REQUIREMENTS: ENVIRONMENTAL	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	affordable program-managed asset recovery services.		

Response Requirements: Qualifications

C	RESPONSE REQUIREMENTS: QUALIFICATIONS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
1	**COMPANY HISTORY.** Responders must provide a brief history and description of their company detailing how they will support this Master Agreement: **Facilities.** Responders must indicate number and location of manufacturing plants, distribution outlets, and support centers, as appropriate. Provide information on facility production volume in Calendar Year 2012. Please indicate which facilities have been ISO 14001 certified. **Personnel.** Responders must include a map or other documentation that indicates by state the number and type of sales, support personnel, or other resources that are employed to service purchase orders and/or equipment for non-federal governmental customers. **Organization.** Responders must include an organization chart and a thorough narrative describing how the Master Agreement will be supported from senior management down to field technicians including the use of any wholly owned subsidiaries or subcontractors. Dell Response: Since its inception in 1999 Dell has been committed to making WSCA a successful contract not only for ourselves but for WSCA and the participating states. Dell is proud to be the largest (revenue) vendor and we want to continue. One of the key elements that we have learned during our tenure with WSCA is that we must continually look for ways to improve as it relates to offerings, support, and customer experience. We understand that this is a partnership with WSCA and Dell is committed to building on the success that we have had to help make this contract thrive and grow. Dell understands WSCA and its place and purpose in the public sector marketplace. And as such we have built and maintained an infrastructure to support and execute this contract. Dell's experience supporting major contracts is based on our direct model, substantial infrastructure and professional staff. A contract as large and important as NASPO/WSCA requires an experienced, highly motivated team to ensure success. To that end, WSCA is supported from corporate leaders on down. Dell has two VPs/GMs (John Mullen and Mark Horan) that oversee our Education and SLG business. John and Mark are champions, supporters, and advocates of WSCA. Within ESL sector we have sales teams dedicated to every customer in that space. Customers are supported by an inside sales resource, outside sales resource, inside sales manager, outside sales director, and an executive director. Dell mirrors this support in all our 4 business units – Software, End User Client, Enterprise, and Services as well as our warranty and maintenance organization.	M	YES ☒ NO ☐

C	RESPONSE REQUIREMENTS: QUALIFICATIONS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	The chart included below represents sales resources dedicated to supporting the Dell WSCA contract. As well as direct go to market strategy that supports WSCA today, Dell has strategic resellers that we will utilize to support additional initiatives with the direct team. **Company Facts – Dell at a Glance** Dell Inc. is a leading global information technology company that offers our customers a broad range of products and services. We built our reputation through listening to customers and developing solutions that meet their needs. Dell is a holding company that conducts its business worldwide through its subsidiaries. We were incorporated in the state of Delaware in 1984. Our global corporate headquarters is located in Round Rock, Texas. Business Strategy A few years ago, Dell initiated a broad transformation to become an end-to-end technology solutions provider. A key component of this transformation is shifting our portfolio to products and services that provide higher-value to our customers. As part of this strategy, we emphasize expansion of our enterprise solutions, which include servers, networking, and storage, as well as our services and software capabilities. Our client offerings also continue to be an important element of our strategic transformation. Acquisitions To complement our strategy, since the beginning of the year 2011, we have acquired more than twelve businesses. These acquisitions have extended our core capabilities in a variety of enterprise offerings, including storage, networking, virtualized server, data center, desktop solutions, and software-as-a-service application integration, as well as enabled expansion of our customer financing activities. In March 2013 Dell signed a merger agreement under which Michael Dell, Dell's Founder, Chairman and Chief Executive Officer, in strategic partnership with global technology investment firm Silver Lake, will acquire Dell Inc. Operating Business Segments The way how we manage the performance of our product and services offerings corresponds with our transformation to an end-to-end technology solutions provider. In 2013 we introduced the four product and services business units: End-User Computing, Enterprise Solutions, Dell Services, and Dell Software. • *End-User Computing Group (EUC)* - includes notebooks, desktop PCs, thin client products, tablets, third-party software, and client-related peripherals.		

C	RESPONSE REQUIREMENTS: QUALIFICATIONS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	• *Enterprise Solutions Group (ESG)* - includes servers, networking, storage, converged infrastructure offerings, and ESG-related peripherals. • *Dell Services* - includes a broad range of IT and business services, including support and deployment services, infrastructure, cloud, security services, and applications and business process services. • *The Dell Software Group* - includes systems management, security, and information management. Products and Services We design, develop, manufacture, market, sell, and support a wide range of products and services. Products • *Client*- We offer a wide variety of client computing devices, including desktop PCs, notebooks, and tablets, designed with customer needs in mind. Our offerings balance performance, manageability, design, and security. In 2012 we expanded our thin client portfolio with our cloud-based mobile computing offerings and we also introduced a portfolio of Windows-8 touch-enabled tablets and convertibles. Our tablet and convertible solutions are designed to optimize efficiency, while reducing the total cost of ownership for commercial customers, including the use of such solutions in the workplace as part of the "Bring Your Own Device" trend. In addition, our client solutions provide uncompromised performance for the entertainment needs of our consumer customers. • *Servers* - Our servers are designed to offer customers affordable performance, reliability, and scalability. Our portfolio includes high performance rack, blade, tower, and hyperscale servers for enterprise customers and value tower servers for small organizations, networks, and remote offices. Our hyperscale servers are designed to maximize performance and operating efficiency in the most intense data environments. Our servers deliver high performance and flexibility while maximizing energy efficiency. In addition, we are offering 12 th generation line of PowerEdge servers, which were designed for optimal performance. • *Storage* - We offer a comprehensive portfolio of advanced storage solutions, including storage area networks, network-attached storage, direct-attached storage, and various backup systems. Our storage offerings allow customers to grow capacity, add performance, and protect their data in a more economical manner. The flexibility and scalability offered by our storage systems help organizations optimize storage for diverse environments with varied requirements. We enhanced our storage offerings with a number of new options, including new hardware platforms for greater performance and capacity, new network-attached storage gateways, which provide unified storage		

C	RESPONSE REQUIREMENTS: QUALIFICATIONS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	solutions, synchronous replication, which offers real time data protection, and enterprise-class storage blade arrays for converged infrastructure offerings. • *Third-party software and peripherals* - In connection with the sale of our product offerings, we sell a wide range of peripherals, including monitors, printers, projectors, other client and enterprise peripherals, as well as third-party software products. Services Our services include a broad range of configurable IT and business services, including infrastructure technology, consulting and applications, and product-related support services. We manage our services based on a customer engagement model, which groups our services with similar demand, economic, and delivery profiles into three categories of services: support and deployment services; infrastructure, cloud, and security services; and applications and business process services. Within those categories, we offer a variety of services to our customers as part of an overall solution. • *Support and Deployment Services* - These services are closely tied to the sale of our hardware offerings, as well as multivendor support services. These services include support and extended warranty services, enterprise installation, and configuration services. • *Infrastructure, Cloud, and Security Services* - Infrastructure, cloud, and security services may be performed under multi-year outsourcing arrangements, subscription services, or short-term consulting contracts. These services include infrastructure and security managed services, cloud computing, infrastructure consulting, and security consulting and threat intelligence. We are often responsible for defining the infrastructure technology strategies for our customers through the identification and delivery of new technology offerings and innovations that deliver value to our customers. • *Applications and Business Process Services* - Applications services include such services as application development and maintenance, application migration and management services, package implementation, testing and quality assurance functions, business intelligence and data warehouse solutions, and application consulting services. Business process services involve assuming responsibility for certain customer business functions, including back office administration, call center management, and other technical and administration services. Software Software is a critical component of enterprise solutions and end-user computing. Our software offerings consist of system management, security software offerings, and information management.		

C	RESPONSE REQUIREMENTS: QUALIFICATIONS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	## Financial Services We offer or arrange various financing options and services for our commercial and consumer customers in the U.S. and Canada through Dell Financial Services. Dell Financial Services offer a wide range of services, including originating, collecting, and servicing customer receivables primarily related to the purchase of Dell products. We offer private label credit financing programs to qualified consumer and commercial customers and leases and fixed-term financing to Commercial customers primarily. Financing through Dell Financial Services is one of many sources of funding that our customers may select. ## Product Development We operate 17 global research and development centers, including the Dell Silicon Valley Research and Development Center. We focus on developing scalable technologies that incorporate highly desirable features and capabilities at competitive prices. We employ a collaborative approach to product design and development in which our engineers, with direct customer input, design innovative solutions. They work with a global network of technology companies to architect new system designs, influence the direction of future development, and integrate new technologies into our products. We manage our research, development, and engineering spending by targeting those innovations and products that we believe are most valuable to our customers and by relying on the capabilities of our strategic relationships. Through this collaborative, customer-focused approach, we are able to deliver new and relevant products to the market quickly and efficiently. To further our transformation to an end-to-end technology solutions provider, we are increasing our investment in research and development activities. Our total research, development, and engineering expenses were $0.7 billion in 2010, $0.9 billion in 2011, and $1.1 billion in 2012. These increases reflect our focus in shifting our investments to research and development activities that support our initiatives to grow our enterprise solutions, services, and software offerings. ## Manufacturing and Materials Third parties manufacture the majority of the client products we sell under the Dell brand. We use contract manufacturers and manufacturing outsourcing relationships as part of our strategy to enhance our variable cost structure and to achieve our goals of generating cost efficiencies, delivering products faster, better serving our customers, and building a world-class supply chain. Our manufacturing facilities are located in: • Austin, Texas • Penang, Malaysia		

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	• Chengdu, China • Xiamen, China • Hortolândia, Brazil • Chennai, India • Lodz, Poland Our manufacturing process consists of assembly, software installation, functional testing, and quality control. Testing and quality control processes are also applied to components, parts, sub-assemblies, and systems obtained from third-party suppliers. Quality control is maintained through the testing of components, sub-assemblies, and systems at various stages in the manufacturing process. Quality control also includes a burn-in period for completed units after assembly, ongoing production reliability audits, failure tracking for early identification of production and component problems, and information from customers obtained through services and support programs. We are certified to the ISO (International Organization for Standardization) 9001: 2008 Quality management systems standard. This certification includes most of our global sites that design, manufacture, and service our products. We purchase materials, supplies, product components, and products from a large number of vendors. In other cases, we may establish a working relationship with a single source or a limited number of sources of supply if it is advantageous due to performance, quality, support, delivery, capacity, or price considerations. Geographic Operations Our global corporate headquarters is located in Round Rock, Texas. We have operations and conduct business in many countries located in the Americas, Europe, the Middle East, Asia and other geographic regions. To increase our global presence, we continue to focus on markets outside of the U.S., Western Europe, Canada, and Japan. ISO 14001 Dell maintains ISO 14001 certification for manufacturing, product development, and global computer take-back business. Copies of these certifications are available at the following link: http://content.dell.com/us/en/corp/d/corp-comm/international-organization-for-standardization-certifications.aspx **Manufacturing Build Capacity** In the US, Dell can build about 26,000 units/day, which is approximately 530,000 units per month. Notebook capacity is 23,000-28,000 units per day. Large deals need to be forecasted to ensure we have parts available. CFI, consigned customer parts, customized delivery or build		

C	RESPONSE REQUIREMENTS: QUALIFICATIONS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?

requirements can slightly reduce the number, as well as any unforeseen engineering holds or facility issues such as IT downs. All the normal risks with manufacturing apply.

Organization

The importance of maintaining a direct relationship with the customer is reinforced through Dell's organizational structure. This organizational structure assures teams dedicated to specific customer sets and vertical needs. This permits these teams to develop an intimate understanding of what our customers are attempting to accomplish in their respective businesses and manifests itself in discussions of integrated product and service solutions. A benefit of this approach is that we get quick and accurate customer feedback which we can direct back into our engineering organizations. This assures that we are always focused on delivering the right products with the right features and functions just when they're needed by our customers.

The first element of Dell's solution is our team. Dell's commitment to delivering the complete solution begins with our management's commitment and extends throughout the Dell organization and throughout our partner network. The executive team committing to the solution is:

- John Mullen, General Manager of Major Public Accounts for the Americas
- Steve Wong, Regional Sales Manager for the North Central region
- Pam Lindahl, Account Executive, dedicated to NASPO/WSCA

As part of the effort to maintain our *Low Cost Leader* advantage, Dell is constantly working to streamline business processes. That said, there is no substitute for understanding a customer or providing on-site service from centers close to the customer.

Dell and our partners field a support force of more than 100,000 people worldwide. Those resources detailed in the following table will primarily deliver support under the Master Price Agreement.

Dedicated Sales Personnel by State	
Alabama -AL	23
Alaska -AK	20
Arizona -AZ	28
Arkansas -AR	23
California -CA	61

C	RESPONSE REQUIREMENTS: QUALIFICATIONS			M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	Colorado -CO	29			
	Connecticut -CT	24			
	Delaware -DE	25			
	District of Columbia DC	24			
	Florida -FL	46			
	Georgia -GA	33			
	Hawaii -HI	21			
	Idaho -ID	22			
	Illinois -IL	37			
	Indiana -IN	30			
	Iowa -IA	27			
	Kansas -KS	28			
	Kentucky -KY	28			
	Louisiana -LA	31			
	Maine -ME	27			
	Maryland -MD	33			
	Massachusetts -MA	33			
	Michigan -MI	31			
	Minnesota -MN	23			
	Mississippi -MS	24			
	Missouri -MO	33			
	Montana -MT	22			
	Nebraska -NE	25			
	Nevada -NV	22			
	New Hampshire -NH	27			
	New Jersey -NJ	32			

C	RESPONSE REQUIREMENTS: QUALIFICATIONS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?

New Mexico -NM	25
New York-NY	45
North Carolina -NC	33
North Dakota -ND	23
Ohio -OH	31
Oklahoma -OK	25
Oregon -OR	24
Pennsylvania -PA	35
Rhode Island -RI	27
South Carolina -SC	27
South Dakota -SD	23
Tennessee -TN	23
Texas -TX	56
Utah -UT	22
Vermont -VT	24
Virginia -VA	32
Washington -WA	32
West Virginia -WV	23
Wisconsin -WI	27
Wyoming -WY	22

Dell's Sales leadership team is shown in organization chart below:

C	RESPONSE REQUIREMENTS: QUALIFICATIONS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
2	**CONTRACT VENDOR RESPONSIBILITY.** Contract Vendors shall be responsible for successful performance of the Master Agreement and also for the successful performance of any and all of their partners. The Contract Vendor is to be the sole point of contact as applicable by Master Agreement with regard to contractual matters, payment of any and all charges resulting from the purchase of the equipment and maintenance of the equipment for the term of the Master Agreement unless otherwise specified by a Participating State in a Participating Addendum and/or the Master Agreement. The Contract Vendor must be able to receive, process, and invoice orders unless the Participating State has agreed to assign these functions to a partner. The Contract Vendors will be responsible for compliance with requirements under the Master Agreement, even if requirements are delegated to partners. The Contract Vendors and partners must not in any way represent themselves in the name of the Lead State, WSCA-NASPO or Participating States. Dell Response: Dell acknowledges and can comply.	M	YES ☒ NO ☐
3	**PARTNER UTILIZATION.** If utilizing partners, the Contract Vendor is responsible for the partners providing products and services, as well as warranty service and maintenance for equipment the partner provides.		YES ☒ NO ☐

C	RESPONSE REQUIREMENTS: QUALIFICATIONS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	Each state represented by WSCA-NASPO that chooses to participate in this Master Agreement independently has the option of utilizing partners. Only partners approved by the Participating State may be deployed. The participating State will define the process to add and remove partners in their participating addendum. If partners are proposed, describe: • process to qualify partners and sales personnel to represent the product. • business relationship between partners and the manufacturer and services to be performed; for example, if partners will only be used for assistance in locating products/services; or if partners will be used to accept orders and payments (with the agreement of the Participating State). • how partners are certified • how partners are contractually bound to the Master Agreement terms and conditions; and • how partner sales will be accurately tracked and reported. • Remedy plan if the partner or sales personnel are not in compliance. Dell Response: Dell recognizes that as prime vendor we are assuming significant responsibility when we add authorized resellers to Participating Addenda executed by individual Participating States. Our authorization involves the responsibility to set pricing within the constraints of the WSCA Master Agreement held by Dell, and to comply with any individual product restrictions that individual States might have. In addition to that, the authorization requires our partners to comply with all other aspects of the contract, including purchase order management and invoicing, as well as reporting. All of these activities must be executed by the authorized contract resellers according to the procedures spelled out in Dell's WSCA Master Agreement and the applicable Participating Addendum. Dell as prime vendor is responsible for contract compliance, including all of the activities of our authorized contract resellers when they are selling under the contract. Under WSCA-3, Dell has established a contract reseller program which we plan to continue if we are successful in gaining a WSCA-4 award. This has been successfully implemented in a number of WSCA states where resellers are currently allowed by the Participating Addenda under WSCA-3. The reseller program is implemented on a state-by-state basis, not nationally, since under WSCA-3 individual states have taken different approaches to managing the relationship with channel partners. Dell has developed and implemented a number of processes and operational controls in order to effectively manage the program, which we feel are unique in the industry and strongly position us to be successful while offering new options to the end user community. These are more fully		

C	RESPONSE REQUIREMENTS: QUALIFICATIONS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	described below. Onboarding: Dell conducts a careful review of each partner's capabilities and business focus prior to considering them for approval as a contract authorized reseller under WSCA or any other contract. The objectives are to onboard only those companies which can provide additional value to the end user purchasers in a particular state which go beyond those Dell can provide as a direct seller, and to ensure contract compliance. Prior to approving a new reseller for contract authorization under WSCA, a background check is conducted, and we require a certification that the company has no federal, State or local debarments. We require certain minimum credit standards and that the company be in good standing as a Dell reseller. The company must have direct oversight by a Dell Channel Account Manager. This last requirement means that a dedicated field sales resource will be assigned to work with that company and its sales personnel to effectively manage the relationship. Training: The key to contract compliance is to provide adequate training and orientation to the contract reseller's personnel as well as to Dell personnel who are working with that company. To manage this process under WSCA-3, Dell has developed two types of courses aimed at both partner personnel and at Dell's own sales force working with channel partners. First, we have developed a sales process course which communicates processes to be followed to achieve pricing compliance and to ensure that each sale is credited to the correct Dell-held contract or participating addendum. Second, we have developed an individual contract-specific course for each contract or participating addenda for which resellers are authorized. We have used both online and instructor led methods to deliver the course content, and we have developed a certification process to assure that all personnel who might touch the contract have been properly trained. Dell proposes two business models for working with channel partners in the context of WSCA. Both of these models are currently being used for WSCA-3 in order to provide additional purchasing options beyond the Dell direct model to local entities who wish to utilize WSCA while working with a channel partner. 1) <u>Authorized Contract Reseller:</u> Under this type of authorization the company is authorized to set the price (with uplift from Dell's cost) and is also responsible for invoicing the end user customer. The end user's purchase order is made out to the reseller (not Dell), and the reseller will issue the invoice and collect payment. In most cases Dell will ship directly to the end user unless other arrangements are made. 2) <u>Sales Agent:</u> Dell proposes a second model in parallel, wherein our channel partners may be authorized to act as a Sales Agent for us. We have utilized this model of business in states where authorized contract resellers have not been allowed under WSCA-3. This will		

C	RESPONSE REQUIREMENTS: QUALIFICATIONS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	be a direct transaction with Dell, except that the Sales Agent will have played a role in facilitating the sale. Dell will disclose to the end user customer that a Sales Agent has assisted in the transaction, and Dell will compensate the partner for services rendered after the transaction is completed. This model may be thought of as a referral or finder's fee relationship between Dell and the channel partner who is working as a Sales Agent. Regardless of which role is being used, Dell has established onboarding criteria for partners, as described previously in this proposal response. We will post the list of authorized contract resellers and sales agents on the online State Stores that Dell maintains for each State which has a Participating Addendum in place. All reseller or agent authorizations are specific to one or more States and tie directly to the Participating Addendum for which we are issuing that authorization. Dell will follow any additional procedures and processes that may be required by the individual States who have executed Participating Addenda with us. In the previous section we provided information about the onboarding process for authorized contract resellers. As part of the process, Dell requires each reseller to complete and sign a certification form which states that: 1) Each person has successfully completed the appropriate training courses, prior to preparing or providing any quote, accepting any order, or otherwise performing under the Dell-held contract; 2) the reseller has established processes for each person to raise questions or concerns relating to the required training or Dell-held contract, and that each person understands and has access at all times to such processes; 3) the reseller has performed all security and background checks on each person as required by the Dell-held contract, before commencing any work under the Dell-Held contract; and 4) the reseller and its principals are not presently (and, during the five-year period preceding this certification, have not been) debarred, suspended, or proposed for debarment or suspension from conducting business with any federal, state or local agency, ("Public Agency"), including bidding on, accepting, receiving, or performing any public works contracts or projects, either as a contractor or subcontractor. During the five-year period preceding this certification, the reseller has not had one or more contracts terminated for default by a Public Agency. The reseller is further required to notify Dell immediately if it, or any of its principals, are suspended, debarred, or proposed for suspension or debarment from conducting business with any Public Agency during the course of its relationship with Dell. Dell requires each authorized contract reseller to sign an agreement with us which defines all of the parameters and requirements associated with the relationship. Included as part of this contract is the requirement that the reseller agrees with and will be bound by all of the terms and		

C	RESPONSE REQUIREMENTS: QUALIFICATIONS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	conditions of the Master Agreement between Dell and WSCA (inclusive of the relevant Participating Addendum) without any exceptions or qualifications. The signed agreement is required before any selling activity is authorized by Dell on the WSCA contract and under the Participating Addendum. Dell will provide each contract reseller with full contract documentation as part of the reseller agreement, including but limited to any links or websites provided by Dell, WSCA, or the State agency with which Dell has a contract. Dell has developed a process for managing reporting with authorized contract resellers under the framework of WSCA-3. We propose to continue that process if we receive an award under the current RFP. The process works as follows: • On the 2nd of each month, Dell provides each reseller partner with a spreadsheet listing of sales to that partner which were recorded by us during the previous calendar month. • The reseller has between the 2nd and 7th day of the month to review that data and fill in information that Dell will need to complete the report, including items such as price paid by the end user, end user purchase order number, reseller invoice number and date, etc. • Then, Dell consolidates the reseller sales together with the direct sales that we have recorded internally, and provide the report to the end user entity that Dell holds a contract with on a state level (e.g. the agency executing the Participating Addendum with Dell). The schedule and procedures for submitting the report of sales to the state-level entities vary, but the data is produced and consolidated each month following the same process in every WSCA state. • Finally, the data is rolled up to the national WSCA Agreement sales report. Dell's written agreement with each Reseller includes a termination clause providing that should the reseller be found to be out of compliance with any aspect of Dell's contract, the reseller agreement and the authorization to sell under Dell's contract may be rescinded or revoked (terminated) without any notice at Dell's sole discretion. Dell has the option to take this course, or to work with the reseller to remediate the problem if we feel that is in the best interests of our customers. We will not tolerate any actions on the part of our authorized channel partners which will in any way put Dell's WSCA Master Agreement at risk or any of the Participating Addenda.		
4	**EQUIPMENT AND SERVICES OVERVIEW.** Describe ability to provide computer equipment and the services related to supporting the equipment. Include an overview of how the equipment is delivered and serviced. Thoroughly describe offerings and the ability to provide these services (not all services may be applicable to each band): • Warranty - Break Fix – Non-Warranty • Standard non customized Training	M	YES ☒ NO ☐

C	RESPONSE REQUIREMENTS: QUALIFICATIONS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	• Installation/de-installation • Support • Migration • Asset Tagging • Staging/Deployment • Image loading • Image Consulting • System and Server Configuration • Rack and Stack Configuration • Maintenance • Custom service solutions • Asset Management • Recycling/disposal • Training and Certification • Other services available as allowed in the solicitation Dell Response: **Delivery Performance** Dell manufactures products in several locations worldwide: **Americas:** Austin, Texas; Nashville, Tennessee; Winston-Salem, North Carolina; Florida, Miami, and Hortolandia, Brazil **EMEA:** Athlone, Ireland; Lodz, Poland – ODM **Asia Pacific and Japan:** Penang, Malaysia, Chennai, India and Xiamen, China To minimize delivery times, WSCA systems could be built at different manufacturing facilities. These facilities are strategically located to provide our customers with optimal global coverage and to facilitate the majority of products to be shipped directly from the manufacturing facility, thereby eliminating storage and reseller costs – cost savings that will be passed through to WSCA via our consistent and sustainable low prices. Where Dell does not have a direct presence in-country, deliveries are made via dedicated distributor partnerships. Definition of Delivery Dates The "Standard Shipping lead-time (business-days)" shows the time taken in working days from Dell's acceptance of a valid order to the time that the Product is shipped from the Dell manufacturing facility. The "Indicative delivery lead-time (business-days)" shows the time taken in business days from the Product being shipped from Dell's manufacturing facility to the time it is delivered to WSCA's site. The overall end to end delivery time is therefore the Standard shipping lead time added to the Indicative delivery lead time.		

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	### Standard Delivery "To Door" is the delivery method for Dell's Direct locations and the delivery is undertaken directly to the customers end location. Dell takes full responsibility for all customs clearance and will pass on any duties or fees to WSCA. ### Logistics Performance The delivery process is monitored and measured by our Customer Experience Initiative (CEI), which measures Dell's manufacturing and external logistics performance against customer satisfaction. We use these metrics to drive the continuous improvement of our services to our customers. These metrics will be used to measure delivery performance for WSCA. ## Dell Services Our competitive differentiators are at the core of the design of all our services. Each of our services is built around clearly defined, flexible processes that may be customized to align with our customer's business and IT objectives and adapt to the changes that accompany a transformation; typically, associated with IT Outsourcing (ITO). ## Traditional IT Outsourcing (ITO) Dell has successfully planned, transitioned, and managed infrastructure, applications, and business process services across our customer base. Our solutions are built around deep industry and technology knowledge, coupled with a globally leveraged service delivery model. We believe that these relationships succeed because Dell seeks to understand and blend into the culture, values and the collaborative business approach necessary to be successful in the delivery of services. ## Application Services Application solutions are the heart of an IT function and can deliver true competitive advantage for our customers. First and foremost, application solutions must be designed and built to support business processes in a cost-effective manner. Dell provides high-quality application solutions through an integrated organization and employees on all computing platforms using industry-standard quality practices and methodologies and a global network of delivery centers. Our global network of delivery centers includes a blended onshore/offshore model delivered from our SEI CMMI Level 5 facilities in India. The result is high-quality services delivered at cost levels that support reallocation of expense back to the bottom line or as reinvestments into applications supporting our customer's growth. Dell can help customers: • Create a solid foundation for applications • Design, build, integrate, and maintain applications		

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	• Maximize the return on investment for its application portfolio • Onshore/offshore application development, re-design, or maintenance, where appropriate **Consulting Services** We are committed to staying one step ahead in both actions and ideas with an unbiased approach to the best solution for our customers. The Dell consulting group delivers integrated, end-to-end results to support our customer's strategic, financial, and operational goals. Dell embraces business process evolution and helps our customers reach the next stage—exploring the potential of technology and enterprise solutions to extend process efficiencies, not just across a company, but across the company's network of customers, suppliers, and partners, and even across entire industries. Dell is at the forefront of this x-engineering transformation, helping our customers become more competitive. Dedicated teams of senior staff with deep implementation experience in technology and change management are involved to meet each specific business opportunity. Our consulting group can achieve maximum results through aligning business strategies, business process goals, operational targets, and IT priorities and initiatives. By focusing on how technology supports new strategic opportunities, our approach and extensive thought leadership can help drive overall change to increase service levels, improve delivery time, and maximize business capabilities. Dell has considerable experience consulting in strategic IT projects, business process reengineering, and business consulting through our Consulting business unit. **Infrastructure Services** Dell reduces bottom-line costs for our customers by managing all of the vital aspects of data center service operations. Bringing together the benefits of retaining appropriate customer knowledge with Dell's cross-industry IT experience is the recipe for success. Dell brings proven IT Infrastructure Library (ITIL)-based processes and procedures in infrastructure management to our customers to ensure a smooth transition. We leverage the knowledge and capabilities of the customer's infrastructure team with the talent of our Infrastructure Solutions (IS) group. IS supports Dell's own corporate infrastructure, as well as the infrastructure of customers who select Dell as their outsourcing provider. Dell provides the requisite technical reports, bandwidth profiles, thought leadership regarding best practices, and technology innovation as it relates to your business. Service Desk Management Dell currently provides IT service desk support for more than 250,000 desktops. The leveraged team at our Plano Technology Center (PTC) utilizes best practices, allowing our delivery teams to expand and contract in response to planned or unplanned volume fluctuations. Using		

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	a suite of integrated tools that are supported by a dedicated technology team, the leveraged service desks provide high first contact resolution, while maintaining high response metrics. The dedicated training team monitors agent performance and implements training to improve first contact resolution and call time. Security Our customer's success is our ultimate goal, and we are dedicated to protecting every aspect of its operational support—computer systems, communications, employees, and property. When these are vulnerable, productivity, customer service, and competitiveness are at risk. Our proven expertise in physical and logical security gives our customers the peace of mind needed to run its business effectively. Disaster Recovery In today's competitive business market, operations depend upon information technology. Disaster recovery preparedness provides companies, its customers, stakeholders, and employees the capability to effectively transition from crisis event back to production. The Dell team of Disaster Recovery Institute International (DRII)-certified Business Continuity professionals brings the experience, knowledge, and skills to evaluate our customer's response plans, recommend best-of-industry recovery practices, and deliver disaster management and coordination during planned exercises or actual declared disasters. At Dell, our certified Business Continuity professionals integrate with our IS employees to implement the people, ITIL processes, and technology to develop individualized disaster recovery capabilities aligned with our customer's business objectives. They work with our customers and their suppliers to thoroughly understand business processes and recovery requirements. Program Management Successful program management is a valuable tool in today's competitive marketplace and is incorporated into all of the services that are provided by Dell; especially, in the area of transition management. Dell equips our employees with the project management skills and practices needed to manage scope, reduce over-commitment of resources, and deliver the greatest value to our customers. We define programs as a coherent group of projects, coordinated to succeed reliably and achieve well-defined strategic goals. Dell organizes and manages all programs and projects consistently using our Program Management Office (PMO) methodology, coupled with our Project, Program, and Portfolio Management Methodology (PM3), to support the best possible execution. **Business Process Services** With the 2005 acquisition of Transaction Applications Group (TAG)/TMI, Dell is a leader in life insurance Third Party Administrator (TPA) services. Our insurance solutions allow our customers to avoid building		

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	infrastructure and costly applications altogether—and focus on their core business of product development, marketing, and agent support. More generally, we offer a full suite of transactional Business Process Outsourcing (BPO) services, including imaging and document management; finance and accounting (AP/AR), and customer management **Configuration and Deployment Services** Our configuration services provide an extensive range of offers to help you receive systems ready to run out of the box. These extensive pre-provisioning services which include custom BIOS settings, asset tags and reports, image management and image loading for Dell KACE™ as well as Microsoft® SCCM. And with Dell Rack and Stack, your servers and storage can be racked and cabled by Dell technicians on-site or prior to shipment to your data center. For those who have unique needs, we can offer custom services. Through our Configuration Services your systems arrive at your site, already configured to your specifications. As your new PCs are built in the factory we load your image, applications, third-party hardware and apply asset tags — prior to shipping to your site. **Support Services** Focus your busy resources on initiatives that benefit your innovation initiatives and let our award-winning ProSupport team manage your IT assets. With Dell Support Services, you'll get the expert assistance, tools and resources you need to keep your end-user systems up and running — so you can focus on keeping your business moving forward. Rated #1 by TBR in customer satisfaction for enterprise support services, the Dell™ Services IT Support team offers solutions include: • Basic Hardware Support • Premium hardware and software support (Dell ProSupport) • Speed-of-Response Options • Software Support • Accidental Damage • Keep Your Hard Drive • Hard Drive Data Recovery • Extended Battery Service • Dell Online Self Dispatch • multivendor support • Data destruction services **Assessment, Design and Implementation Services Overview** Dell knows how to effectively assess, design and implement new technology. We have addressed the challenges presented by more		

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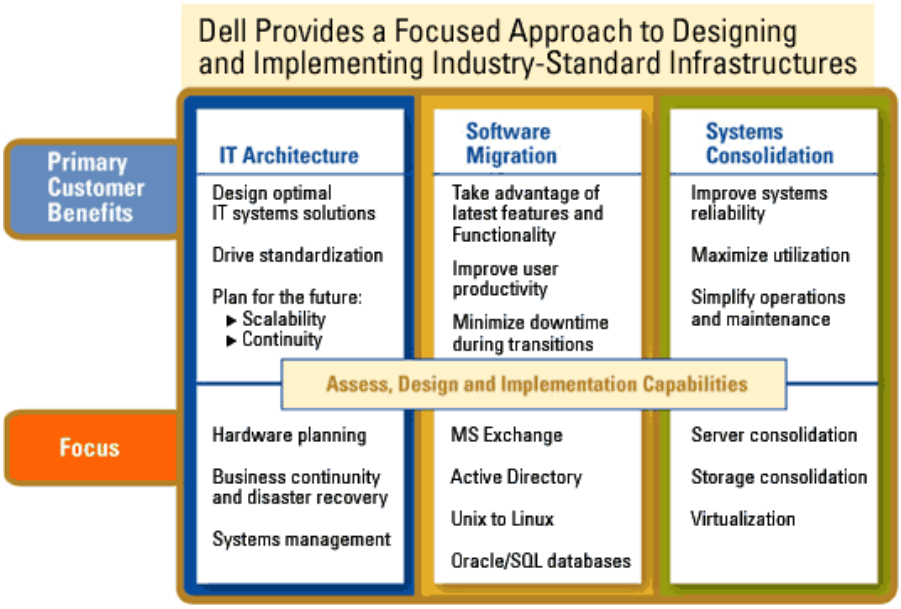
	complex IT infrastructures in our own operations and at hundreds of companies worldwide. This experience enables us to implement services that allow you to take better take advantage of industry standards to use emerging technologies, enhance performance, scalability, and help maximize the value of your IT investments. Dealing directly with you, we provide services that are based on metrics and tailored to your specific business and technology needs.		



Assessment

Assessments are designed to help you make informed decisions about how to maximize the benefits of integrated systems management solutions in your environment. At the conclusion of the assessment engagement, Dell experts will have identified the full scope of solution options and will provide recommendations for maximizing value.

Key activities during the assessment include:

- Baseline mapping of your current environment -- including server hardware, installed software, WAN/LAN, domain topology and security via automated discovery tools and interviews with key personnel
- Evaluation of risks and development of mitigation plans with detailed recommendations
- Creation of an implementation strategy

Design

Design services lay the path for success by providing a comprehensive and detailed systems management methodology and implementation plan - based on our experienced-driven best practices. At the conclusion

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	of the design engagement you will have a comprehensive understanding of how the solution can be implemented successfully in your environment with minimal end-user disruption.
	
	Implementation
	
	Dell experts can implement your comprehensive systems management solution, so that you can you quickly capture the value of the solution.
	
	Implementation services include:
	• Pilot deployment of the new system
	• Knowledge transfer from Dell's experts: empowering your IT team to efficiently administer your solution
	
	Dell's Assessment, Design and Implementation Services include:
	
	• **Systems Consolidation Services** - Maximize the performance and capabilities of server and storage systems by consolidating redundant or underutilized systems
	  – Server Consolidation
	  – Storage Consolidation
	  – Virtualization
	• **Software Migration Services** - Improve overall IT performance by upgrading or installing a range of standards-based software
	  – Operating Systems
	  – Directory
	  – Messaging
	  – SharePoint
	  – Database
	• **IT Architecture Services** - Provides solutions for business continuity, running compute-intensive applications, and implementing system management solutions
	  – Application Packaging
	  – Backup and Recovery
	  – Systems Management
	  – HPCC
	
	Standard Managed Deployment
	
	Get your new PC's deployed quickly, on time and on budget with the simple way to expand your IT Staff.
	
	Dell specialists provide comprehensive planning to make sure your deployment is executed fast and accurately With exceptional speed and minimal disruption, we execute the many tedious deployment tasks that can Focus your resources on innovation not infrastructure Deploying a single PC is time-consuming and labor intensive, multiply that effort and		

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	cost by 100 or 500 PC's and your organization can experience a major stress on your IT resources. Why spend your precious IT resources installing, imaging, and loading applications on dozens of new PCs, instead count on Dell's experience and field tested best practices to efficiently put equipment to work. Deploying a single PC is time-consuming and labor intensive, multiply that effort and cost by 100 or 500 PC's and your organization can experience a major stress on your IT resources. Why spend your precious IT resources installing, imaging, and loading applications on dozens of new PCs, instead count on Dell's experience and field tested best practices to efficiently put equipment to work. Dell has decades of PC deployment project management experience. In many diverse environments (e.g. off shore oil platforms, jungle laboratories, clean rooms, computer labs, etc.). Dell has patented deployment technology and a team of technical experts who manage PC deployments. We believe it should be as easy to buy as our PCs. **Step 1** — Base Install. Gets the PC out of the box, onto the users desk, and removes the packaging[8]. **Step 2** — Choose if you need an OS Image installed. **Step 3** — Choose if you need applications installed. **Step 4** — Choose from a selection of customized options: • End User data migration • Asset Tag Installed • Off-site Packaging Removal Dell Managed Deployment is an end to end service designed to speed deployment time, save money, and provide comprehensive planning and project management to support your IT staff. **Base Installation Service (New PC)** — Deliverables • Unpack the new PC and Monitor • Connect to a power supply and turn on the system • Log in and validate machine boots • Connect up to 2 peripheral devices (e.g. scanner, USB hard drive) • Connect to 2 networked printers • Remove the legacy PC • Remove the trash to a location on-site • Remove trash to an offsite location (additional charge) • Install after normal business hours (8-5) or week-end/holidays (additional charge) • Install outside of the major metro dispatch areas		

[8] Base Install does not include recycling of the old PC or off-site trash

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	(additional charge) • Install asset tags on PC and Monitor (additional charge)
Onsite OS Image Installation Service	Deliverables • Onsite installation of a customer supplied OS Image up to 10 GB in size via a CD/DVD or Optical Drive. • Conduct basic functionality testing to insure the OS Image has loaded successfully.
Onsite Application Installation Service	Deliverables • Onsite attended installation of a customer supplied PC applications via CD/DVD or manual script.
Onsite Data Migration Service	Deliverables • Onsite attended migration of an end users data from the legacy PC to the new PC.
Onsite Component Installation Service	Deliverables • Onsite attended installation of additional components (e.g. memory, second hard drive). Warehousing Service Deliverables • Off site warehousing of your new clients systems for up to 5 weeks.

Enterprise Services

Our services include a broad range of configurable IT and business services, including infrastructure technology, consulting and applications, and product-related support services.

We are transitioning to new classifications for our services business that are aligned with the types of service offerings we provide our customers. This change reinforces our commitment to developing and delivering innovative solutions that meet our customers' needs.

We classify our services into four categories:

- **Support and Deployment Services**—Support and deployment services are closely tied to the sale of our servers, storage, networking, and client offerings as well as multivendor support services. They are designed to maximize availability of compute capacity—whether in a data center or on individual devices. Services provide customer technical support, service delivery (parts and labor), custom factory integration, installation, deployment, and asset recovery services worldwide.
- **Infrastructure, Cloud, and Security Services**—Infrastructure, cloud, and security services may be performed under multiyear outsourcing arrangements, subscription services, or short-term consulting contracts. These services include infrastructure and security managed services, cloud computing, infrastructure consulting, and security consulting and threat intelligence. We are often responsible for defining the infrastructure technology

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	strategies for our customers through the identification and delivery of new technology offerings and innovations that deliver value to our customers. Offerings help customers manage their infrastructure and virtualize their environments. We help them transform complex, expensive, legacy environments to secure and optimized cloud solutions that represent the future of IT. • **Applications and Business Process Services**—Application services include application development and maintenance, application migration and management services, package implementation, testing and quality assurance functions, business intelligence and data warehouse solutions, and application consulting services. The goal is to unleash enterprise applications that lower cost, improve agility, and liberate businesses to do more. We help customers increase productivity and cost-efficiency across multiple industry verticals. Business process services involves assuming responsibility for certain customer business functions, including back office administration, call center management, and other technical and administration services.[9] • **Security Services**—Our security services help organizations protect their IT assets, comply with regulations, and reduce security costs. Managed security services provide a 24x7x365 defense security posture with complete monitoring, management, and maintenance of the infrastructure. Threat intelligence services are the collection and aggregation of cyber security threat data; correlation and analysis of the data; and dissemination of the data in various formats, including data feeds, bulletins, and live briefings. Expanded security services include the additional security related technologies that Dell Services Federal Government (DSFG) is able to provide to its Federal customers. These services are typically complex to implement and enterprisewide in scope.[10] • Asset Tagging and Reporting Services • Make identifying, tracking, securing and recovering your computers simpler and more affordable. Gain visibility and accurate records of assets through their life in the working environment, which also can simplify support as well. • Track and control assets quickly • Plan and budget for upgrades by having accurate and organized information on each computer • Save helpdesk costs by more efficient diagnosis and prevention of problems		

[9] Dell Inc. FY2013 10K Report.
[10] One Dell, One Direction, p. 21; Discover Dell, p. 52.

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	• Provide vital information for the management of large-scale deployments • Save time and effort in managing deployment logistics • Increase the probability of recovering stolen systems and deter internal theft • Ensure software license compliance or enforce security policies from a central location Asset Tagging The simplest way to track your hardware assets is by labeling them prior to shipping. The label is printed and applied immediately following the manufacturing process, enabling information relevant to that particular system to be captured. Dell can also apply customer-designed asset labels (a barcode must be included). For users, having an asset tag can mean no more hunting for helpdesk, asset or tag numbers IT helpdesks will have consistent information from users that matches the information in the Helpdesk systems (for example, the MAC address) Standard Asset Tags are based on the most popular data fields that our customers have requested over time and can be added to a system order without engaging your CS PM, setting up a project, or adhering to a unit minimum. **Asset Reporting** With asset reporting, you can easily integrate new assets into your existing asset management systems. An asset report can be emailed daily, weekly or monthly and serves as a useful tracking tool for identifying all PCs shipped in the previous timeframe. This report is emailed in Excel or .CSV format. • Asset reporting will help Goods In teams to facilitate booking in and onward movement to IT or departments • Asset teams will be able to keep accurate records. They can read the barcode and quickly scan against their asset report into their electronic asset tracking system (not just tag or asset number or, but memory, system type, HD size, warranty information and processor speed) • IT teams can provision systems on the domain We can report down to the component level of your system as it is being built. In addition to customer-provided information (such as the customer's unique asset tag number sequence or internal Help Desk number) there are 38+ data fields that can be included in an Asset Report. These fields include but are not limited to: • System Service Tag # or Peripheral Serial #		

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	• Asset category • Express Service Code • Any address field • Purchase Order # • Any bill address field • Order # • Company name • Order quantity • Customer # • Order date • Systems Integration # • In production date • Dell system name • Ship by date • Processor code/name • Actual ship date • Amount of RAM • Invoice date • Amount of video memory • Unit cost • Hard Drive size • Electronic asset tagging A 10 character alphanumeric customer asset number can be written into the system BIOS to allow system management software to remotely interrogate for identification. The number is not easily removed and provides an additional level of security. **Ship box labels** The ship box label is a plain white label that can contain useful additional information to route systems to end users. Applying a ship box label with user-definable data fields can reduce, if not eliminate, the need to remove the system from its shipping box prior to deployment. Barcode data allows systems to be scanned into hub services for record keeping and onward distribution. **Anti-theft labels** Anti-theft labels can provide additional security as part of a layered security approach. They require substantial force to remove but if this is achieved, leave a 'tattoo' burned into the casing, making the system difficult to sell. Dell also provides labels with the added-value of a patented non-fade UV		

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	marker hidden in the layer beneath the stolen marker tattoo. The tattoo contains a unique asset number that helps with retrieval of any stolen systems that are located. Dell registers systems on a secure database, which helps to track and return stolen systems. Theft recovery software A PC tracking and loss control solution can help ensure that all devices and the data they contain are secure and locatable. The software is installed at the factory when your system is built. Activating the software agent enables you to locate a system with an Internet connection that is stolen or lost anywhere in the world. If required, it will remotely delete business-critical data. Laser etching and custom system skins These solutions can benefit your IT helpdesk by making assets easy to identify and difficult to resell. They act as a good theft deterrent, while adding an additional level of branding for corporations. Laser etching can provide a permanent identity for your system. Custom skins comprise a professionally applied full-color system skin.		
5	**REFERENCES.** Submit five (5) examples of current or previous states or other larger governmental entities and/or large educational institutions that have or are currently receiving similar products and services to those proposed by the Responder for this solicitation. List any contracts where the responder has been awarded a statewide price agreement for computer equipment by a central purchasing authority. These must be for Contracts that have been in place during the past three years. The information required in response to this specification should include the name and telephone number of the Contract Administrator, the dollar value of the Contract, plus the effective dates of the contract(s). The State reserves the right to contact these entities. Dell Response: Dell is happy to provide you with the following references. We would also be more than happy to help coordinate any discussions with the customers provided below. NASPO/WSCA can always review our case studies online to learn how Dell is helping our customers meet their needs for hardware, software, and services at www.dell.com/casestudies. State of Oregon Dept Of Admin Services Toby Giddings toby.giddings@state.or.us (503) 378-5345 State of Alaska DOA GS Ted Fosket ted.fosket@alaska.gov (907) 465-5674	M	YES ☒ NO ☐

C	RESPONSE REQUIREMENTS: QUALIFICATIONS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	State of California Jim Butler Jim.Butler@dgs.ca.gov (916) 375-4417 State of Utah Jennifer Porter jenniferporter@utah.gov (801) 538-3064 State of Hawaii State Procurement Stanton D Mato stanton.d.mato@hawaii.gov (808)586-0566 State of Washington Department of Information Services Scott Smith scott.smith@des.wa.gov (360)407-8722 State of Idaho Administration Department Greg Lindstrom gregory.lindstrom@adm.idaho.gov (208)332-1609		
6	**CUSTOMER SATISFACTION.** Describe success in customer satisfaction. This could include current customer satisfaction statistics or survey results concerning the quality of the Products and services offered. Dell Response: **Improving the Customer Experience** Dell believes in creating loyal customers by providing a superior experience at a great value. Every region, segment, function, team and individual has a role to play and an opportunity to make a difference to our customers and to our business. We are committed to: • Empowering every Dell employee to take personal ownership for being the reason customers choose and come back to Dell. • Providing our customers with a superior experience when they make a purchase, use our products and receive service and support. • Embracing customer feedback and working together to ensure that our processes and actions meet our customers' needs. Every Dell team member is encouraged to take personal ownership - to "be the reason" - that our customers choose Dell, are delighted with our products, support and services and come back to the company. These initiatives are a permanent and important part of our culture and guide our actions across all functions and levels. The goal is to make customers want to do business with Dell, and promote doing business with Dell to other people. Every employee is expected to make Customer Experience their top business priority every day and in every task they perform. Dell believes that there is no function in its organization that does not in some way touch the		YES ☒ NO ☐

C	RESPONSE REQUIREMENTS: QUALIFICATIONS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	customer, and no situation where employees cannot make individual contributions that will enhance the customer experience. Measuring the Customer Experience Dell is committed to continually improving quality in all its products and services. We can demonstrate that focus on the Customer Experience has contributed greatly to our on-going success and award-winning product and services performance. Dell's Customer Experience metrics are geared to enable us to measure our performance from the customers' perspective. Our vision is not just to provide the best customer experience of any company in our industry; but to be counted among the best in any business. In the beginning, we measured key operational metrics, such as return rates and product defect rates. More recently, we started to gather direct feedback from our customers through a number of customer surveys (of the Purchase Experience, Technical Support and Customer Care experiences). This focus on the customer has helped to change our internal culture that now makes the customer the center of our strategic thinking and decision making. Dell uses a Net Promoter Score (NPS) to measure the end-to-end customer experience (not just some points along the road) and understand customers' likelihood of recommending us to others – the ultimate measure of their experience and our performance. The NPS is a globally recognized, standard metric developed by Satmetrix, Bain & Company, and Fred Reichheld that is used to gauge customer loyalty to a brand. The concept has since been adopted by many leading companies worldwide as a standard for measuring and improving customer loyalty. **Business Excellence** Dell has adopted Business Excellence – a comprehensive business improvement approach that integrates strategy development and disciplined governance with our powerful improvement techniques of Lean and BPI (Business Process Improvement). Business Excellence places a priority on business results through a relentless focus on Customer value and continuous improvement. Rather than emphasizing tactical projects, the ultimate aim is to transform the way Dell does business so that we can meet our strategic business goals. Business Excellence applies a systemic approach to improvements. Through the facilitation of improvement workshops, the appropriate tools and methods are applied to execute these improvements, thereby achieving greater results. BPI methodologies are just some of the many improvement approaches in the Business Excellence process. BPI coupled with Lean techniques can be a powerful combination to tackle a wide variety of business needs by attacking waste and improving value. BPI methods and tools are still applied in Dell. However the approach has evolved to place less		

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	emphasis on training and certifications and more on improvement activities and results. Dell's BPI program drives defects out of its processes to facilitate quality improvement. It uses detailed business information (management by facts) and statistical analyses to measure progress and provide the tools necessary to improve Dell's business process capability. The on-going focus on increased performance and decreased process variation leads to defect reduction and a vast improvement in customer satisfaction, service performance, employee morale and quality of our products.		

Response Requirements:
Customer Support and Master Agreement Management

D	RESPONSE REQUIREMENTS: CUSTOMER SUPPORT AND MASTER AGREEMENT MANAGEMENT	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
1	**ORDERING AND PAYMENT PROCESS.** The ordering and payment process for Products or Services is to be defined in the Participating Addendum. This process may be unique to each State. Dell Response: Dell acknowledges and can comply.		YES ☒ NO ☐
2	**SALES SUPPORT TRAINING.** Detail how the responder will train sales staff and partners to ensure they are well versed in the terms and conditions of the WSCA-NASPO Master Agreement. Detail a remedy plan for sales staff and partners who do not comply with Master Agreement terms and conditions. Dell Response: Dell provides continual education to sales team members and sales support to ensure all members understand the WSCA contract including but not limited to, discount and production restrictions. As a part of required sales training, our Public salesmakers are required to complete coursework on doing business with public sector customers and coursework on Dell Contract Code compliance. We also provide a Master level course on the WSCA program, including scope, pricing, product and services eligibility and customer eligibility. Each Contract Manager who manages a WSCA-state with a state level participating addendum will provide information to that sales team supporting the state on the Participating Addendum scope, pricing, products and customer eligibility.	M	YES ☒ NO ☐
3	**CONTRACTING PERSONNEL.** Responder must provide contracting personnel to assist states with the completing and processing Participating Addenda. Experience has shown that an adequate number of trained contracting personnel are key to the success of a Master Agreement. Detail how many personnel will be dedicated to provide support to States in securing Participating Addendums with contracting personnel who understand the cooperative purchasing concepts and challenges of signing participating addendums with States who have a variety of additional terms and conditions. Detail how the Contract personnel are chosen and provided training. Dell Response: Dell has a team of twelve professional Contract Managers dedicated to supporting Contracting activity in the State and Local Government segment, including higher education and K-12. In addition to our assigned Contract/Program Manager for WSCA 4, the primary account representative, this Public Contract Management team will support	M	YES ☒ NO ☐

D	RESPONSE REQUIREMENTS: CUSTOMER SUPPORT AND MASTER AGREEMENT MANAGEMENT	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	NASPO/WSCA and all participating addendums. The Public Contract Management team is led by Richard Walsh, Director of US Contracts. This team has decades of combined experience in public-sector procurement and contract management.		
4	**PRIMARY ACCOUNT REPRESENTATIVE.** Responders must provide a Primary Account Representative to work with the WSCA-NASPO Master Agreement Administrator on all aspects of the Master Agreement. This account representative is responsible for the performance of the Master Agreement and must provide timely response to all requests from WSCA-NASPO Master Agreement Administrator and Participating State. Detail how the account representative is chosen and provided training. NAME: Stephanie Miller** TELEPHONE #: 512-723-4355 EMAIL ADDRESS: Stephanie_g_miller@dell.com **Please note that Ms. Miller is listed in this section and will work with WSCA on the establishment of the WSCA 4 Program. Upon set up of the Program, a Contract Program Manager will be assigned to support the Program	M	YES ☒ NO ☐
5	**COMPLAINT RESOLUTION.** Responders must thoroughly describe their procedures for addressing and resolving customer problems and complaints regarding service, equipment, or billing. Include timelines and escalation process. Dell Response: Beginning with your Dell Sales Representative, WSCA's account team provides a well-defined escalation path for customer satisfaction issues. A dedicated member of your Account Team, your Sales Representative is the owner for any procurement, pricing, or supply issues that may arise. Your Sales Representative has a clearly defined escalation path for issues which includes routing them through an Inside Sales Manager, up through to the appropriate Regional Director. Your Sales Representative is directly accountable to WSCA and will keep you apprised of issue resolution and progress. In the rare case an issue cannot be resolved through standard channels; the escalation process would be directed to the level of Sales Vice President. Dell strongly believes that when a customer is dissatisfied the issue needs to be escalated immediately. Complaints follow the escalation process described below. **Customer Problem Escalation Procedure:** 1) If the customer is unsatisfied with the way their issue is being	M	YES ☒ NO ☐

D	RESPONSE REQUIREMENTS: CUSTOMER SUPPORT AND MASTER AGREEMENT MANAGEMENT	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	managed by the Service Desk Agent (initial point of contact) then the customer is transferred to the Service Desk team leader or supervisor. 2) If the Service Desk team leader or supervisor is unavailable, then the Service Desk Agent will forward this issue to the "Hot Seat" who will page the key contact person to follow-up with the customer. 3) If the customer is unsatisfied with the response from either the Service Desk team leader/supervisor or the "Hot Seat", then the Service Desk Manager is contacted. 4) If the Service Desk Manager is unavailable or customer is unsatisfied with the response then the PMO is contacted. Dell's award-winning technical support is available 24 hours a day, 7 days a week. Should WSCA experience an issue with one of your Dell systems, the resolution process begins when you contact our online support. When you place a call to Dell Technical Support, your call is immediately placed in one of our main technical support queues. We route calls within Dell to the next available technician through use of specific 800 numbers or via service and support options from a customized 800 number. Dell Service and Support Customer representatives answer all incoming calls on a first-come, first-serve basis. However, when an escalation issue arises, the severity of the problem dictates the order in which we answer a call. The first technician you speak to is a Level 1 technician. He or she gathers the required information from the caller including the system ID (Service Tag) number and a description of the problem. The technician gathers and stores the information in our databases which is the primary tool for tracking the service history of each Dell manufactured unit. Level 1 technicians are fully qualified to resolve almost all of the issues our customers experience. Using a multitude of tools and knowledge base aids, your Dell technician is able to diagnose and resolve service & support issues. If the problem WSCA is experiencing requires a more advanced level of support or if you are not satisfied with the solution or comfortable with the course of troubleshooting, the Level 1 technician escalates your issue to a Level 2 technician. At this point the Level 2 technician leverages additional tools in conjunction with their expertise to attempt to resolve the escalated issue. In the event that the Level 2 technician does not resolve your issue, the Level 2 technician takes ownership of the issue for further research and/or escalation. If necessary, L2 technicians engage dedicated engineering resources, internal to Dell, or collaborate with third parties to solve the problem. The next key technician involved in issue escalation is the Service Delivery Manager (SDM) in the case of Gold or Platinum Plus Enterprise		

D	RESPONSE REQUIREMENTS: CUSTOMER SUPPORT AND MASTER AGREEMENT MANAGEMENT	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	Support. After the Level 2 technician has exhausted available resources and has not yet resolved the issue, a SDM is involved. The SDMs are advanced level technical resources who will work with WSCA, vendors, manufacturers, and engineers to bring issue resolution to fruition. If WSCA encounters a problem with policies, procedures, or are simply not satisfied with the level of support you receive, you can request that Resolution Expert Center (REC) technician handle your issue. These technicians engage required resources as necessary to solve the customer's issue.		
6	**REPORTING.** Describe how Contract Vendor adheres to reporting requirements as stated in the Terms and Conditions and ensure accurate reporting to each State. The goals of reporting include: 1) Summary Reporting to calculate Administrative Fees to WSCA-NASPO and as required by Participating Entities 2) Detailed Product Reporting to manage contract to WSCA-NASPO and as required by Participating Entities Participating States may require additional reporting requirements and will address through their Participating Addendum. Responders must identify below a primary contact responsible for providing the mandatory usage reports NAME: Stephanie Miller TELEPHONE #: 512-723-4355 EMAIL ADDRESS: Stephanie_g_miller@dell.com **Please note that Ms. Miller is listed in this section and will work with WSCA on the establishment of the WSCA 4 Program. Upon set up of the Program, a Contract Program Manager will be assigned to support the Program and in addition, a Contract Manager assigned to that State will be responsible to facilitate any reporting issues with the Dell internal team. Dell Response: Online Customer Reporting Solutions are available to our Premier customers as an added benefit, enabling them to do more online. We offer the following online reports: • Purchase History — Dashboard View — Summary View (tabular format) — Detail Report view (tabular format, order number level) Selection of standard offline reports available: • Order Status report - delivers immediate order status information so you can stay informed and plan ahead. • Purchase History / Aggregate Spend report - provides information regarding what you have already purchased and allows you to see	M	YES ☒ NO ☐

D	RESPONSE REQUIREMENTS: CUSTOMER SUPPORT AND MASTER AGREEMENT MANAGEMENT	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	exactly where you have allocated your budget. Dell agrees to work with each Participating State to review reporting requirements. Dell has the ability and commitment to meet the reporting requirements as defined in this RFP. • Utilization Report Schedule – We agree to provide the required utilization reports based on the schedule. • Net Sales – Gross sales by entity within each state will be identified with the corresponding NASPO/WSCA fee. • Reseller Agent Sales – If a Reseller Agent is utilized, Dell will capture the required information within the report. • Take Back – Dell will capture the number and type of units taken back in a supplemental report. • Purchase Order Detail – Dell will provide purchase order detail when requested by the Agreement Administrator in a mutually agreeable format. **Report Format** – Dell will submit the reports to the Agreement Administrator in requested format.		
7	**COMMERCIAL OFF THE SHELF AND OPERATING SYSTEM SOFTWARE.** Upon request the Software License Agreement is to be presented to the ordering agency at the time of quote. Provide updated releases of licenses originally purchased through the entire contract term if applicable. Provide details regarding operating system and maintenance updates on products sold and detail process to communicate updates to users. Dell Response: Most software companies today do provide separate executable agreements but instead offer click thru agreements.	M	YES ☒ NO ☐
8	**WEBSITE.** Describe commitment to maintaining a website in adherence to the items provided below. Contract Vendors shall develop and maintain a URL to a web site specific to the awarded Master Agreement that MAY provide: • Copy of Solicitation & Response • Signed Master Agreement • Signed Participating Addendums • Designated Baseline price list (MSRP, List, Education) • Product and Service Schedule (PSS) • Product specifications, pricing, and configuration aids for the major product categories proposed that can be used to obtain an on-line quote, • Online ordering capability with the ability to remember multiple	M	YES ☒ NO ☐

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	ship to locations if applicable to product • Service options, service agreements • Contact information for order placement, service concerns (warranty and maintenance), problem reporting, and billing concerns • Sales representatives for participating entities • Purchase order tracking • Links to environmental certification, including but not limited to take-back/recycling programs, EPEAT, Energy Star, etc. • Information on accessibility and accessible products If elements of the website require a secure log-in, Responder to provide listing of item that would require a secure sign-in option e.g. reprinting of invoices, or purchase order tracking. Customer specific information through customer specific authenticated premier page: tracking/invoices. THE REQUESTED WCAG VPAT APPLIES TO THE RESPONDER'S WEBSITE TO BE OFFERED UNDER THE CONTRACT. Responder to provide completed VPAT forms found in the FORMS section of the RFP. The Master Agreement website shall offer twenty-four (24) hours per day, seven (7) days per week availability, except for regularly scheduled maintenance times. The website must be separate from the Contract Vendor's commercially available (i.e., public) on-line catalog and ordering systems. No other items or pricing may be shown on the website without written approval from the Lead State Within 30 calendar days of Master Agreement award, the Contract Vendor must provide a sample URL of the Master Agreement webpage to the Lead State for review and approval. The Lead State will review and determine acceptability of the website format and data. If the information is determined to be unacceptable or incorrect, the Contract Vendor will have 15 calendar days to provide revisions to the Lead State. Once the website is approved, the Contract Vendor may not make material changes to the website without notifying the Lead State and receiving written approval of the changes. Describe commitment to maintaining a website in adherence to the above requirements. Dell Response: Dell supports a full electronic eProcurement integrations with customers to enable a mutually beneficial automated Procure-To-Pay solutions. Dell defines electronic Procure-to-Pay as: • Ability for the customer to Punchout to a single Dell catalog		

D	RESPONSE REQUIREMENTS: CUSTOMER SUPPORT AND MASTER AGREEMENT MANAGEMENT	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	through a supported eProcurement system • Ability to pull back an Order Request (Line Item, sku, unit price, description) • Ability for the customer to send Dell an electronic Purchase Order (Electronic Purchase Orders are orders placed via cXML, xCBL or EDI. Email, faxed, Premier Page Orders are not considered electronic orders) • Ability for Dell to send an Electronic Invoice (e.g. EDI or cXML) that matches the purchase order back into the customers procurement system (emails, PDFs, faxes do not equate to an electronic invoice) • Ability to for customer to pay via ACH To support electronic invoicing, it is required that the customer submits an electronic Purchase Order (via cXML, xCBL or EDI). Dell will support eProcurement integrations following industry protocol usage for the features we support. Dell has included our specific cXML Mapping Specifications (see attached) outlining for WSCA / Customer how the data needs to be configured to be properly accepted and supported by Dell. Additional specifications can be provided for EDI and xCBL, if required. Dell will make every effort to support compliant integrations, however, deviations from the mapping specifications outlined or deviations that would risk compliance may result in a solution that is not supported or additional fees may be required to properly support. Dell supports a single punchout connection to one single Dell catalog. Solutions, requested by the customer or WSCA, that deviate from a single punchout to a single catalog may not be supported in future code releases and the customer and WSCA understand this risk. Dell will not be held in contract violation or incur any costs or fees if new or additional punchout connections are required by the customer or WSCA due to these deviations and to continue to support the contract. Dell requires proactive notification of Bill To Address additions, changes, modifications or deletions to ensure our database is maintained to support an automated ordering flow. As outlined in our cXML Mapping Specifications document, Dell will supply a system-to-system order response identifying whether the order was accepted or rejected. Rejection notices are required be set up in the WSCA / Customer's eProcurement system to notify the end user that there is an issue with their submitted purchase order. Handling of the issue should be outlined between the customer and the Dell Sales Team to ensure prompt resolution which may result in resubmission of the order by the end user or agreement on the Dell side to resolve and place the order manually. Dell will provide acknowledge that online orders will have an order		

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	acknowledgement dispatched within 24 hours of receipt. Faxed orders will be confirmed by your sales representative. Email order notifications are supplied based on the Order Contact Email Address listed at the header level per our cXML Mapping Specification document. Dell has provided the requested VPAT information. Dell acknowledges the requirements for the website associated with the WSCA4 agreement and can comply.		
9	**EMARKETCENTER.** The Contractor agrees to cooperate with WSCA-NASPO and SciQuest (and any authorized agent or successor entity to SciQuest) with uploading a hosted catalog or integrating a punchout site. Review the eMarket Center requirements provided on next page and confirm adherence. Dell Response: Dell acknowledges and can comply.	M	YES ☒ NO ☐
10	**IMPLEMENTATION PLAN AND MARKETING METHODOLOGY**. Describe a thorough implementation rollout plan for the first year as part of the proposal. At a minimum, the response should include a description of the methodology (mailings, meetings, seminars, press releases, personal contacts) proposed, estimated dates and location of activities, including tasks to be performed and the timeframe for the completion of each task. Include sample rollout and follow-up marketing materials with their proposals. Responders are reminded that once a statewide participating addendum is in place, nearly every governmental entity, public school and university within the state may use the Contract Vendor's Master Agreement. Dell Response: Dell typically markets to our customer set using several marketing venues, which can include email, direct mail, web and/or advertising. Through email, direct mail and advertising across SLG, K-12 and HIED, Dell offers extensive reach and marketing impact. The type of marketing utilized depends primarily on the targeted customer – new or existing. In efforts to generate awareness among existing NASPO/WSCA states, marketing may include the following: • Continue to utilize such programs as email newsletters, direct mail and/or promotional product emails to promote offers or messaging of our products, services and solutions. • Continue to maintain website presence for NASPO/WSCA as appropriate. Dell will continue to offer 100% coverage and reference of WSCA information on participating member state store pages and will follow the same methodology for new member states. • Reference NASPO/WSCA contract number on marketing materials		YES ☒ NO ☐

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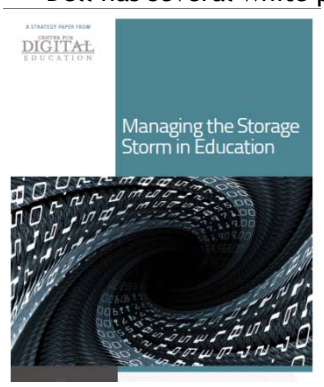
	when appropriate. • Message NASPO/WSCA discounts and offers in targeted communications as appropriate. Marketing to new member states/entities may include the following: • Initiate a welcome email announcement to newly joined states • Include NASPO/WSCA information on Dell.com state store page(s) for new member states • Leverage potential marketing efforts/activities as outlined above for existing member states/entities. Additional marketing suggestions include: • eNews (http://www.dell.com/learn/us/en/uscorp1/customer-stories) • Power Solutions (http://www.dell.com/learn/us/en/555/power-solutions-magazine-2013-issue-government-special-edition?&DGC=IR&CID=269945&LID=4936010) • Customer case studies • Dell has several white papers, research reports and special publications created for us by established partners in education and SLG that can be leveraged (https://marketing.dell.com/hied-virtual-lab and https://marketing.dell.com/cutting-costs-cloud-wp)  • Social Media - Post a blog by WSCA on Dell's education site (http://en.community.dell.com/dell-blogs/education-blog/b/education/)		

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	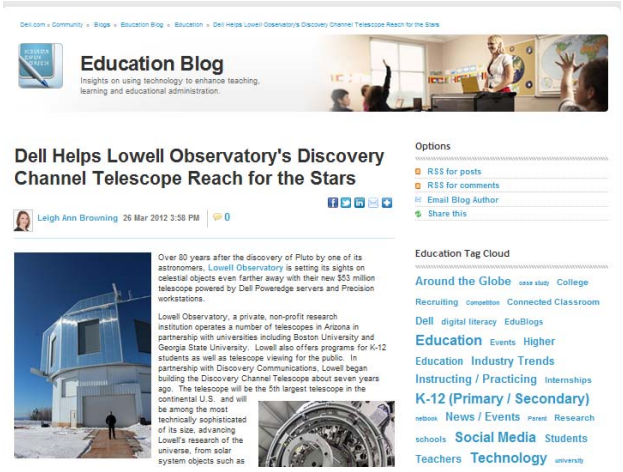 Dell.com » Community » Blogs » Education Blog » Education » Dell Helps Lowell Observatory's Discovery Channel Telescope Reach for the Stars Education Blog Insights on using technology to enhance teaching, learning and educational administration. Dell Helps Lowell Observatory's Discovery Channel Telescope Reach for the Stars Leigh Ann Browning 26 Mar 2012 3:58 PM 0 Over 80 years after the discovery of Pluto by one of its astronomers, Lowell Observatory is setting its sights on celestial objects even farther away with their new $63 million telescope powered by Dell Poweredge servers and Precision workstations. Lowell Observatory, a private, non-profit research institution operates a number of telescopes in Arizona in partnership with universities including Boston University and Georgia State University. Lowell also offers programs for K-12 students as well as telescope viewing for the public. In partnership with Discovery Communications, Lowell began building the Discovery Channel Telescope about seven years ago. The telescope will be the 5th largest telescope in the continental U.S. and will be among the most technically sophisticated of its size, advancing Lowell's research of the universe, from solar system objects such as Options RSS for posts RSS for comments Email Blog Author Share this Education Tag Cloud Around the Globe case study College Recruiting Competition Connected Classroom Dell digital literacy EduBlogs Education Events Higher Education Industry Trends Instructing / Practicing Internships K-12 (Primary / Secondary) netbook News / Events Parent Research schools Social Media Students Teachers Technology university For major trade show events, Dell will include NASPO/WSCA information in Dell booths, as appropriate, to generate increased awareness. Types of events Dell plans to participate in include Government Technology Conference (GTC) West, GTC East, Intergovernmental Technology Conference (ITC) East, GTC Southwest, NASPO, NASCIO, and NIGP (may be subject to change).		
11	**ECOMMERCE.** Thoroughly describe the ability or commitment to accept and process purchase orders electronically, as well as online payment via a purchase card. The ability to provide electronic funds transfer and/or a seamless electronic interface to governmental accounting systems should be thoroughly described. Dell Response: Besides using traditional methods of placing orders, Dell Software's customers may elect to use electronic means for submitting orders. It does not matter if you use a purchase order or a procurement card, we can accept your orders electronically via XML, EDI, punchout, batch file or our Online Order Management system. We are able to integrate with virtually any ERP system, avoiding duplicate entry of orders by your employees.		YES ☒ NO ☐
12	**EMPLOYEE PURCHASE PROGRAM:** Employee purchase programs are within the scope of this procurement. If provided for by an Entity's Participating Addendum, the Contractor may offer discounted products, within the scope of the contract, to employees of that WSCA participating entity as Individual Liable (IL) accounts ("Employee Purchase Program"). This may include, but not limited to Bring Your Own Devise (BYOD) programs. All terms and conditions, related to the Employee Purchase Program will be detailed in the entities Participating Addendum. Dell Response: Dell has been developing and implementing successful Employee		YES ☒ NO ☐

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	Purchase Programs (EPP) for over eight years. Dell provides EPP services to numerous Fortune 500 customers, public agencies and educational institutions. We've worked with over 12,000 employers in the U.S. alone. We have a proven, robust Employee Purchase Program infrastructure in place, ready to design and implement a plan for you quickly. Dell EPP customers purchase more than $3 million a day in products and services under existing programs. The current offer is based on performance and protection chosen by employees. They'll receive up to a 7% discount on all Dell products including Dell Inspiron notebooks or desktop computers. Frequent promotions and discounts on other electronics and accessories are also available from Dell. **Maximizing the Program** The employer plays a key role in the success of an employee purchase program. While an EPP alone may result in less than 2% of your employees participating, an EPP coupled with the ability for employees to deduct the purchase from their paycheck can yield a 25% participation rate. Professional Dell program managers are available to help coordinate complex program logistics with accounts payable and payroll. **Communications** In addition to the program parameters, how an EPP is communicated to the employee base determines the success of the program. Companies that have the highest participation rates communicate to their employees a minimum of four times per year, in addition to having the EPP link posted on their company intranet. Surveys of existing EPP customers relay that e-mail is the most frequent method of communication, followed by company intranet and fliers. The most successful programs are those that use a variety of communication vehicles during key buying periods, such as holiday shopping and back-to-school. Dell asks WSCA to provide a program coordinator(s) for the EPP. Dell provides ready-made marketing communications materials for the program coordinator to send emails to your employees. Dell also provides ready-made web banners, posters, payroll stuffers and other types of communications materials. Once your employees contact Dell, they have the option to "opt-in" for EPP offers directly from Dell. Dell EPP program is will be managed separately from the WSCA contract and exists under Dell Standard Terms and Conditions.		

VPAT Requirements

Following is the requested completed VPAT document.

Principle 1: Perceivable

Information and user interface components must be presentable to users in ways they can perceive.

Standard	Description	Apply Yes/No	Meets Yes/No	Comments (mandatory)
Guideline 1.1 Text Alternatives: Provide text alternatives for any non-text content so that it can be changed into other forms people need, such as large print, braille, speech, symbols or simpler language.				
1.1.1	Non-text Content: All non-text content that is presented to the user has a text alternative that serves the equivalent purpose, except for the situations listed below (Level A). Controls, Input: If non-text content is a control or accepts user input, then it has a name that describes its purpose. (Refer to Guideline 4.1 for additional requirements for controls and content that accepts user input). Time-Based Media: If non-text content is time-based media, then text alternatives at least provide descriptive identification of the non-text content. (Refer to Guideline 1.2 for the additional requirements for media). Test: If non-text content is a test or exercise that would be invalid if presented in text, then text alternatives at least provide descriptive identification of the non-text content. Sensory: If non-text content is primarily intended to create a specific sensory experience, then text alternatives at least provide descriptive identification of the non-text content. CAPTCHA: If the purpose of non-text content is to confirm that content is being accessed by a person rather than a computer, then text alternatives that identify and describe the purpose of the non-text content are provided, and alternative forms of CAPTCHA using output modes for different types of sensory perception are provided to accommodate different disabilities.	Yes	No	Partially supported. Some images on the website have alternative text; some images do not have alternative text. Some of the content contained in PDF files is in image-only format without a text equivalent.

	Decorative, Formatting, Invisible: If non-text content is pure decoration, is used only for visual formatting, or is not presented to users, then it is implemented in a way that it can be ignored by assistive technology.			
Standard	**Description**	**Apply Yes/No**	**Meets Yes/No**	**Comments (Mandatory)**
Guideline 1.2 Time-based Media: Provide alternatives for time-based media.				
1.2.1	Audio-only and Video-only (Prerecorded): For prerecorded audio-only and prerecorded video-only media, the following are true, except when the audio or video is a media alternative for text and is clearly labeled as such (Level A): Prerecorded Audio-only: An alternative for time-based media is provided that presents equivalent information for prerecorded audio only content. Prerecorded Video-only: Either an alternative for time-based media or an audio track is provided that presents equivalent information for prerecorded video-only content.	No	N/A	Audio and video is not used.
1.2.2	Captions (Prerecorded): Captions are provided for all prerecorded audio content in synchronized media, except when the media is a media alternative for text and is clearly labeled as such. (Level A)	No	N/A	Audio is not used.
1.2.3	Audio Description or Media Alternative (Prerecorded): An alternative for time-based media or audio description of the prerecorded video content is provided for synchronized media, except when the media is a media alternative for text and is clearly labeled as such. (Level A)	No	N/A	Video is not used.
1.2.4	Captions (Live): Captions are provided for all live audio content in synchronized media. (Level AA)	No	N/A	Live audio is not present.
1.2.5	Audio Description (Prerecorded): Audio description is provided for all prerecorded video content in synchronized media. (Level AA)	No	N/A	Video is not used.
1.2.6	Sign Language (Prerecorded): Sign language	No	N/A	Audio is not used.

	interpretation is provided for all prerecorded audio content in synchronized media. (Level AAA)			
1.2.7	Extended Audio Description (Prerecorded): Where pauses in foreground audio are insufficient to allow audio descriptions to convey the sense of the video, extended audio description is provided for all prerecorded video content in synchronized media. (Level AAA)	No	N/A	Video is not used.
1.2.8	Media Alternative (Prerecorded): An alternative for time-based media is provided for all prerecorded synchronized media and for all prerecorded video-only media. (Level AAA)	No	N/A	Timed-based media is not used.
1.2.9	Audio-only (Live): An alternative for time-based media that presents equivalent information for live audio-only content is provided. (Level AAA)	No	N/A	Live audio is not used.
Standard	**Description**	**Apply Yes/No**	**Meets Yes/No**	**Comments (Mandatory)**
Guideline 1.3 Adaptable: Create content that can be presented in different ways (for example simpler layout) without losing information or structure.				
1.3.1	Info and Relationships: Information, structure, and relationships conveyed through presentation can be programmatically determined or are available in text. (Level A)	Yes	No	Partially supported. The website does not have table header tags to programmatically indicate the header cells. The PDF-based content does not have tags providing info and relationships such as for tables and headings.
1.3.2	Meaningful Sequence: When the sequence in which content is presented affects its meaning, a correct reading sequence can be programmatically determined. (Level A)	Yes	No	Partially supported. The website pages' reading order can be programmatically determined. The PDF-based content does not have tags to

				indicate the reading order; therefore the reading order of the PDF content cannot be programmatically determined.
1.3.3	Sensory Characteristics: Instructions provided for understanding and operating content do not rely solely on sensory characteristics of components such as shape, size, visual location, orientation, or sound. (Level A)	Yes	Yes	Instructions do not rely solely on sensory characteristics of components including shape, size, visual location, orientation, or sound.
Guideline 1.4 Distinguishable: Make it easier for users to see and hear content including separating foreground from background				
1.4.1	Use of Color: Color is not used as the only visual means of conveying information, indicating an action, prompting a response, or distinguishing a visual element. (Level A)	Yes	Yes	Color is not used as the only visual means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.
1.4.2	Audio Control: If any audio on a Web page plays automatically for more than 3 seconds, either a mechanism is available to pause or stop the audio, or a mechanism is available to control audio volume independently from the overall system volume level. (Level A)	No	N/A	Audio is not used.
1.4.3	Contrast (Minimum): The visual presentation of text and images of text has a contrast ratio of at least 4.5:1, except for the following: (Level AA) Large Text: Large-scale text and images of large-scale text have a contrast ratio of at least 3:1; Incidental: Text or images of text that are part of an inactive user interface component, that are pure decoration, that are not visible to anyone, or that are part of a picture that contains significant other visual content, have no contrast requirement. Logotypes: Text that is part of a logo or brand name has no minimum contrast requirement.	Yes	No	The menu structure and adjacent links do not meet WCAG's minimum contrast ratio.
1.4.4	Resize text: Except for captions and images of text, text can be resized without assistive	Yes	Yes	Text may be resized.

	technology up to 200 percent without loss of content or functionality. (Level AA)			
1.4.5	Images of Text: If the technologies being used can achieve the visual presentation, text is used to convey information rather than images of text except for the following: (Level AA) Customizable: The image of text can be visually customized to the user's requirements; Essential: A particular presentation of text is essential to the information being conveyed.	Yes	Yes	Images may be customized for viewing by the user such as by enlarging or using magnification.
1.4.6	Contrast (Enhanced): The visual presentation of text and images of text has a contrast ratio of at least 7:1, except for the following: (Level AAA) Large Text: Large-scale text and images of large-scale text have a contrast ratio of at least 4.5:1; Incidental: Text or images of text that are part of an inactive user interface component, that are pure decoration, that are not visible to anyone, or that are part of a picture that contains significant other visual content, have no contrast requirement. Logotypes: Text that is part of a logo or brand name has no minimum contrast requirement.	Yes	No	The menu structure and adjacent links do not meet WCAG's enhanced contrast ratio of at least 7:1
1.4.7	Low or No Background Audio: For prerecorded audio-only content that (1) contains primarily speech in the foreground, (2) is not an audio CAPTCHA or audio logo, and (3) is not vocalization intended to be primarily musical expression such as singing or rapping, at least one of the following is true: (Level AAA) No Background: The audio does not contain background sounds. Turn Off: The background sounds can be turned off. 20 dB: The background sounds are at least 20 decibels lower than the foreground speech content, with the exception of occasional sounds that last for only one or two seconds.	No	N/A	Audio is not used.
1.4.8	Visual Presentation: For the visual presentation of blocks of text, a mechanism is available to achieve the following: (Level	Yes	No	Partially supported. Blocks of text are not more than 80

	AAA) Foreground and background colors can be selected by the user. Width is no more than 80 characters or glyphs (40 if CJK). Text is not justified (aligned to both the left and the right margins). Line spacing (leading) is at least space-and-a-half within paragraphs, and paragraph spacing is at least 1.5 times larger than the line spacing. Text can be resized without assistive technology up to 200 percent in a way that does not require the user to scroll horizontally to read a line of text on a full-screen window.			characters. Text is not fully justified. Text has adequate line and paragraph spacing. The foreground and background colors cannot be selected by user. Horizontal scrolling occurs when the text size is doubled.
1.4.9	Images of Text (No Exception): Images of text are only used for pure decoration or where a particular presentation of text is essential to the information being conveyed. (Level AAA)	Yes	No	Webpage headings are presented as images instead of text with heading markup. Some PDF content is scanned images without alternative text, the presentation of the text by using an image is not essential.

Principle 2: Operable

User Interface components and navigation must be operable.

Standard	Description	Apply Yes/No	Meets Yes/No	Comments (Mandatory)
Guideline 2.1 Keyboard Accessible: Make all functionality available from a keyboard				
2.1.1	Keyboard: All functionality of the content is operable through a keyboard interface without requiring specific timings for individual keystrokes, except where the underlying function requires input that depends on the path of the user's movement and not just the endpoints. (Level A)	Yes	Yes	The website is operable via keyboard.
2.1.2	No Keyboard Trap: If keyboard focus can be	Yes	Yes	There is no keyboard

	moved to a component of the page using a keyboard interface, then focus can be moved away from that component using only a keyboard interface, and, if it requires more than unmodified arrow or tab keys or other standard exit methods, the user is advised of the method for moving focus away. (Level A)			trap.
2.1.3	Keyboard (No Exception): All functionality of the content is operable through a keyboard interface without requiring specific timings for individual keystrokes. (Level AAA)	Yes	Yes	The website is operable via keyboard.
Guideline 2.2 Enough Time: Provide users enough time to read and use content.				
2.2.1	Timing Adjustable: For each time limit that is set by the content, at least one of the following is true: (Level A) Turn off: The user is allowed to turn off the time limit before encountering it; or Adjust: The user is allowed to adjust the time limit before encountering it over a wide range that is at least ten times the length of the default setting; or Extend: The user is warned before time expires and given at least 20 seconds to extend the time limit with a simple action (for example, "press the space bar"), and the user is allowed to extend the time limit at least ten times; or Real-time Exception: The time limit is a required part of a real-time event (for example, an auction), and no alternative to the time limit is possible; or Essential Exception: The time limit is essential and extending it would invalidate the activity; or 20 Hour Exception: The time limit is longer than 20 hours.	No	N/A	Timing is not required to view the website.
2.2.2	Pause, Stop, Hide: For moving, blinking, scrolling, or auto-updating information, all of the following are true: (Level A) Moving, blinking, scrolling: For any moving, blinking or scrolling information that (1) starts automatically, (2) lasts more than five seconds, and (3) is presented in parallel with other content, there is a mechanism for the user to pause, stop, or hide it unless the movement, blinking, or scrolling is part of an	No	N/A	Moving, blinking, scrolling, or auto-updating information is not present.

	activity where it is essential; and Auto-updating: For any auto-updating information that (1) starts automatically and (2) is presented in parallel with other content, there is a mechanism for the user to pause, stop, or hide it or to control the frequency of the update unless the auto-updating is part of an activity where it is essential.			
2.2.3	No Timing: Timing is not an essential part of the event or activity presented by the content, except for non-interactive synchronized media and realtime events. (Level AAA)	Yes	Yes	No timing.
2.2.4	Interruptions: Interruptions can be postponed or suppressed by the user, except interruptions involving an emergency. (Level AAA)	Yes	Yes	Interruptions that cannot be postponed or suppressed do not occur on the website.
2.2.5	Re-authenticating: When an authenticated session expires, the user can continue the activity without loss of data after re-authenticating. (Level AAA)	No	N/A	Viewing the website does not require authentication.
Guideline 2.3 Seizures: Do not design content in a way that is known to cause seizures.				
2.3.1	Three Flashes or Below Threshold: Web pages do not contain anything that flashes more than three times in any one second period, or the flash is below the general flash and red flash thresholds. (Level A)	Yes	Yes	There is no flashing.
2.3.2	Three Flashes: Web pages do not contain anything that flashes more than three times in any one second period. (Level AAA)	Yes	Yes	There is no flashing.
Guideline 2.4 Navigable: Provide ways to help users navigate, find content, and determine where they are.				
2.4.1	Bypass Blocks: A mechanism is available to bypass blocks of content that are repeated on multiple Web pages. (Level A)	Yes	Yes	HTML5 markup is used to indicate navigation links. Headings are used.
2.4.2	Page Titled: Web pages have titles that describe topic or purpose. (Level A)	Yes	Yes	The webpage title describes the topic or purpose.
2.4.3	Focus Order: If a Web page can be navigated sequentially and the navigation sequences affect meaning or operation, focusable	Yes	Yes	Focusable components receive focus in an order that preserves

	components receive focus in an order that preserves meaning and operability. (Level A)			meaning and operability.
2.4.4	Link Purpose (In Context): The purpose of each link can be determined from the link text alone or from the link text together with its programmatically determined link context, except where the purpose of the link would be ambiguous to users in general. (Level A)	Yes	Yes	The purpose of links can be determined.
2.4.5	Multiple Ways: More than one way is available to locate a Web page within a set of Web pages except where the Web Page is the result of, or a step in, a process. (Level AA)	Yes	Yes	The webpages are locatable such as by searching.
2.4.6	Headings and Labels: Headings and labels describe topic or purpose. (Level A)	Yes	Yes	Headings describe purpose or topic.
2.4.7	Focus Visible: Any keyboard operable user interface has a mode of operation where the keyboard focus indicator is visible. (Level AA)	Yes	Yes	Focus is visible.
2.4.8	Location: Information about the user's location within a set of Web pages is available. (Level AAA)	Yes	Yes	The location is indicated.
2.4.9	Link Purpose (Link Only): A mechanism is available to allow the purpose of each link to be identified from link text alone, except where the purpose of the link would be ambiguous to users in general. (Level AAA)	Yes	Yes	The purpose of links can be determined.
2.4.10	Section Headings: Section headings are used to organize the content. (Level AAA)	Yes	Yes	Section Headings are used.

Principle 3: Understandable –

Information and the operation of user interface must be understandable.

Standard	Description	Apply Yes/No	Meets Yes/No	Comments (mandatory)
Guideline 3.1 Readable: Make text content readable and understandable.				
3.1.1	Language of Page: The default human language of each Web page can be programmatically determined. (Level A)	Yes	No	Partially supported. The human language of the web pages can be programmatically determined. The PDF content is not

				tagged with its human language.
3.1.2	Language of Parts: The human language of each passage or phrase in the content can be programmatically determined except for proper names, technical terms, words of indeterminate language, and words or phrases that have become part of the vernacular of the immediately surrounding text. (Level AA)	Yes	No	Partially supported. The human language of the web pages can be programmatically determined. The PDF content is not tagged with its human language.
3.1.3	Unusual Words: A mechanism is available for identifying specific definitions of words or phrases used in an unusual or restricted way, including idioms and jargon. (Level AAA)	No	N/A	Unusual words are not present.
3.1.4	Abbreviations: A mechanism for identifying the expanded form or meaning of abbreviations is available. (Level AAA)	Yes	Yes	Abbreviations are identified.
3.1.5	Reading Level: When text requires reading ability more advanced than the lower secondary education level after removal of proper names and titles, supplemental content, or a version that does not require reading ability more advanced than the lower secondary education level, is available. (Level AAA)	No	N/A	An advanced reading level is not required.
3.1.6	Pronunciation: A mechanism is available for identifying specific pronunciation of words where meaning of the words, in context, is ambiguous without knowing the pronunciation. (Level AAA)	No	N/A	The pronunciation of words is not needed.
Guideline 3.2 Predictable: Make Web pages appear and operate in predictable ways.				
3.2.1	On Focus: When any component receives focus, it does not initiate a change of context. (Level A)	Yes	Yes	Components do not initiate a change of content.
3.2.2	On Input: Changing the setting of any user interface component does not automatically cause a change of context unless the user has been advised of the behavior before using the component. (Level A)	Yes	Yes	Changing the setting of a user interface element does not change the content except where the user expects it to when activating a button or link.

3.2.3	Consistent Navigation: Navigational mechanisms that are repeated on multiple Web pages within a set of Web pages occur in the same relative order each time they are repeated, unless a change is initiated by the user. (Level AA)	Yes	Yes	Navigation is consistent.
3.2.4	Consistent Identification: Components that have the same functionality within a set of Web pages are identified consistently. (Level AA)	Yes	Yes	Components have consistent identification.
3.2.5	Change on Request: Changes of context are initiated only by user request or a mechanism is available to turn off such changes. (Level AAA)	Yes	Yes	Changes of content such as browsing to the next page are initiated only by the user.
Guideline 3.3 Input Assistance: Help users avoid and correct mistakes.				
3.3.1	Error Identification: If an input error is automatically detected, the item that is in error is identified and the error is described to the user in text. (Level A)	Yes	Yes	Errors are described in text.
3.3.2	Labels or Instructions: Labels or instructions are provided when content requires user input. (Level A)	Yes	Yes	Form fields are described.
3.3.3	Error Suggestion: If an input error is automatically detected and suggestions for correction are known, then the suggestions are provided to the user, unless it would jeopardize the security or purpose of the content. (Level AA)	No	N/A	Suggestions would jeopardize security on the login page.
3.3.4	Error Prevention (Legal, Financial, Data): For Web pages that cause legal commitments or financial transactions for the user to occur, that modify or delete user-controllable data in data storage systems, or that submit user test responses, at least one of the following is true: (Level AA) Reversible: Submissions are reversible. Checked: Data entered by the user is checked for input errors and the user is provided an opportunity to correct them. Confirmed: A mechanism is available for reviewing, confirming, and correcting information before finalizing the submission.	No	N/A	The website does not provide for making a legal commitment. (This document does not cover the pages of Dell Premier available after the user logs in).

3.3.5	Help: Context-sensitive help is available. (Level AAA)	No	N/A	Context-sensitive help is not required.
3.3.6	Error Prevention (All): For Web pages that require the user to submit information, at least one of the following is true: (Level AAA) Reversible: Submissions are reversible. Checked: Data entered by the user is checked for input errors and the user is provided an opportunity to correct them. Confirmed: A mechanism is available for reviewing, confirming, and correcting information before finalizing the submission.	Yes	Yes	The forms have error prevention mechanisms.

Principle 4: Robust

Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies.

Standard	Description	Apply Yes/No	Meets Yes/No	Comments (mandatory)
Guideline 4.1 Compatible: Maximize compatibility with current and future user agents, including assistive technologies.				
4.1.1	Parsing: In content implemented using markup languages, elements have complete start and end tags, elements are nested according to their specifications, elements do not contain duplicate attributes, and any IDs are unique, except where the specifications allow these features. (Level A)	Yes	No	Partially supported. The HTML content on the website can be parsed. The PDF files lack tagging.
4.1.2	Name, Role, Value: For all user interface components (including but not limited to: form elements, links and components generated by scripts), the name and role can be programmatically determined; states, properties, and values that can be set by the user can be programmatically set; and notification of changes to these items is available to user agents, including assistive technologies. (Level A)	Yes	No	Form fields are not explicitly labeled.

Requested Forms

Materials Management Division
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996

REQUEST FOR PROPOSAL SIGNATURE PAGE

Computer Equipment:
(Desktops, Laptops, Tablets, Servers & Storage including Related Peripherals & Services)

Name of Vendor: Dell Marketing LP **Vendor E-Mail:** Meghan_flisakowski@dell.com

Address: One Dell Way Round Rock, Texas 78682

Phone: 512-723-1575 **Fax:** 512-283-9092 **Date:** 1/27/14

Authorized Signature: _____

Typed name of signer: Meghan Flisakowski **Title:** Proposal Consultant

Signer must be authorized to contractually obligate the vendor.

Type or print clearly the name of the person who prepared the response: Meghan Flisakowski

EMAIL/PHONE: Meghan_flisakowski@dell.com/5127231575

(For Agency Use Only) Vendor # _____
Contract Period: _____

State Of Minnesota – Affirmative Action Certification

If your response to this solicitation is or could be in excess of $100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. **It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification**

BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.

Your response will be rejected unless your business:

has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)

–or–

has submitted an affirmative action plan to the MDHR, which the Department received prior to the date the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- ❑ We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX C. Include a copy of your certificate with your response.**
- ❑ We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____ (date). **Proceed to BOX C.**
- ❑ We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – For those companies not described in BOX A

Check below.

- ❑ We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to BOX C.**

BOX C – For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: _____ Date _____

Authorized Signature: _____ Telephone number: _____

Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance & Community Relations

Mail:	The Freeman Building 625 Robert Street North, Saint Paul, MN 55155	TC Metro:	(651) 296-5663	Toll Free:	800-657-3704
Web:	www.humanrights.state.mn.us	Fax:	(651) 296-9042	TTY:	(651) 296-1283
Email:	compliance.mdhr@state.mn.us				

Affirmative Action Certification Page, Revised 8/11 – MDHR

Trade Secret Information Form

Under Minnesota's Data Practices Act, data submitted in a response becomes public upon completion of the evaluation process and negotiations are complete, or upon completion of the selection process for a solicitation. However, "trade secret information" as defined in Minn. Stat. § 13.37, subd. 1(b), cannot be disclosed to the public. While the majority of data submitted in a response is not trade secret information, the following form is needed to assist the State in making appropriate determinations about the release of data provided in a response.

All responders must select one of the following boxes:

X My response **does not** contain "trade secret information." I understand that my entire response will become public record in accordance with Minn. Stat. § 13.591.

□ My response **does** contain trade secret information because it contains data that:

1) is a formula, pattern, compilation, program, device, method, technique or process; **AND**

5) is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy; **AND**

6) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

Complete only if trade secret status is asserted:

I am claiming that aspects of my response contain trade secret information. I have completed the following:

□ I have clearly marked and placed any data I claim to be "trade secret information" in a separate envelope **AND** I am attaching an explanation justifying the trade secret designation.

Please note that failure to attach an explanation may result in a determination that the data does not meet the statutory trade secret definition. All data that does not meet the definition of trade secret as defined by Minn.Stat. § 13.591subd.1(b) will become public in accordance with Minn. Stat. § 13.591. The State reserves its right to make its own determination of Responder's Trade Secret Materials.

By submitting this response, responder agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the State's withholding of data based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the State in defending such an action.

ONLY information properly identified utilizing this from will be eligible for Trade Secret designation. This form must accompany any documentation that is being submitted for Trade Secret. This includes but is not limited to any material that may be submitted as part of the solicitation response, or in relation to a subsequent Master Agreement. Information labeled "confidential", "proprietary", or labeled with similar tags with regard to limiting the State's disclosure will NOT be eligible for trade secret designation unless the form provided in the solicitation is properly completed and submitted as a cover page to the information, and it meets the statutory definition of a trade secret. By submitting a response you agree that the information submitted that does not follow the trade secret process defined herein and does not meet the statutory definition of trade secret may be released by the State without prior notification to the responder and/or the Contract Vendor.

STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION

AFFIDAVIT OF NONCOLLUSION

I hereby swear (or affirm) under the penalty of perjury:

1. That I am the responder (if the responder is an individual), a partner in the company (if the responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the responder is a corporation);

2. That the attached response has been arrived at by the responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with any other vendor designed to limit fair or open competition;

3. That the contents of the RFP response have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder and will not be communicated to any such persons prior to the official opening of the responses; and

4. I certify that the statements in this affidavit are true and accurate.

Authorized Signature: _____

Date: **1/27/14**

Firm Name: **Dell Marketing LP**

Subscribed and sworn to me this _____ day of _____

_____
Notary Public

My commission expires _____

STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION

PRIMARY CONTACT PERSON FOR MASTER AGREEMENT:

NAME:	Stephanie Miller	TITLE:	Contract Manager
TELEPHONE NUMBER:	1 512 723 4355	FAX NUMBER:	512-283-9092
TOLL FREE NUMBER:		E-MAIL:	Stephanie_miller@dell.com

CONTACT PERSON TO EXPEDITE ORDERS (if different from above):

This information will vary by State and will be provided to each State.

NAME:		TITLE:	
TELEPHONE NUMBER:		FAX NUMBER:	
TOLL FREE NUMBER:		E-MAIL:	

ORDER ADDRESS:

STREET/PO BOX:	One Dell Way		
CITY/STATE:	Round Rock, Texas	ZIPCODE:	78682
TELEPHONE NUMBER:	Vary by sales member	FAX NUMBER:	
TOLL FREE NUMBER:	1-800-981-3355	E-MAIL:	Vary by sales member

REMIT-TO ADDRESS:

STREET/PO BOX:	Dell Marketing L.P. C/O Dell USA L.P. P.O. Box 802816 Chicago, IL 60680-2816		
CITY/STATE:		ZIPCODE:	
TELEPHONE NUMBER:		FAX NUMBER:	
TOLL FREE NUMBER:		E-MAIL:	

STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION

CONTRACT SAVINGS

SAVINGS REPORT.

Responders are required to calculate the percentage savings the State will realize as a result of the Master Agreement and include the amount of the percentage savings in the response.

Master Agreement Prices Average: _1-14___ % Less than the price quoted to the general public (for reporting purposes only).

STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION

TAXPAYER/VENDOR IDENTIFICATION

The Contract Vendor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Contract Vendor to file tax returns and pay delinquent tax liabilities, if any (Minn. Stat. § 270C.65).

Firm Name: Dell Marketing LP _____

Address: One Dell Way Round Rock, Texas 78682 _____

_____

_____

Minnesota SWIFT Vendor Registration Number: 0000212415

If you are not registered as a vendor to the State in the SWIFT Procurement System, you must register online at http://www.mmb.state.mn.us/vendorresources.
(Note: If approved, you will receive your vendor number approximately two business days after you register.)

Are you a sole proprietorship? ___X_ Yes _____ No

Are you an independent contractor? _____ Yes _____ No

STATE OF MINNESOTA RESIDENT VENDOR FORM

In accordance with Laws of Minnesota 2013, Chapter 142, Article 3, Section 16, amending Minn. Stat. § 16C.02, subd. 13, a "Resident Vendor" means a person, firm, or corporation that:

(1) is authorized to conduct business in the state of Minnesota on the date a solicitation for a contract is first advertised or announced. It includes a foreign corporation duly authorized to engage in business in Minnesota;
(2) has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid or proposal for which any preference is sought;
(3) has a business address in the state; and
(4) has affirmatively claimed that status in the bid or proposal submission.

To receive recognition as a Minnesota Resident Vendor ("Resident Vendor"), your company must meet each element of the statutory definition above by the solicitation opening date and time. If you wish to affirmatively claim Resident Vendor status, you should do so by submitting this form with your bid or proposal.

Resident Vendor status may be considered for purposes of resolving tied low bids or the application of a reciprocal preference.

I HEREBY CERTIFY THAT THE COMPANY LISTED BELOW:

1. Is authorized to conduct business in the State of Minnesota on the date a solicitation for a contract is first advertised or announced. *(This includes a foreign corporation duly authorized to engage in business in Minnesota.)*
   __X_Yes ___No (must check yes or no)

2. Has paid unemployment taxes or income taxes in the State of Minnesota during the 12 calendar months immediately preceding submission of the bid or proposal for which any preference is sought.
   __ _Yes X__No (must check yes or no)

3. Has a business address in the State of Minnesota.
   ___Yes _X__No (must check yes or no)

4. Agrees to submit documentation, if requested, as part of the bid or proposal process, to verify compliance with the above statutory requirements.
   _X_Yes ___No (must check yes or no)

BY SIGNING BELOW, you are certifying your compliance with the requirements set forth herein and claiming Resident Vendor status in your bid or proposal submission.

Name of Company: _____**Dell Marketing LP** _____
Date: ___**01/10/14**_____

Authorized Signature:
_____

Telephone: __**512-723-1575**_____

Printed Name: __Meghan Flisakowski_____
Title: Dell Marketing LP_____

IF YOU ARE CLAIMING RESIDENT VENDOR STATUS, SIGN AND RETURN THIS FORM WITH YOUR BID OR PROPOSAL SUBMISSION.

Materials Management Division
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996

SOLICITATION ADDENDUM

Addendum No.:	13	Date of Addendum:	January 24, 2014
Due Date, Time:	January 29, 2014; 3:00 p.m. C.T.	Revised Date, Time:	
Acquisition Mgmt. Spec.:	Susan Kahle	Agency:	Administration
Web Registration No.:	19512		
Title:	MN WSCA-NASPO Computer Equipment (Desktops, Laptops, Tablets, Servers, Storage and Ruggedized Devices including Related Peripherals & Services)		

SCOPE OF ADDENDUM

PURPOSE OF THIS ADDENDUM:

1) To Clarify: The RFP version 01/22/2014 provided in Addendum 12 does not need to be submitted with the response. This version was provided as courtesy to responders to clarify and confirm addenda changes.

2) Allow responders to acknowledge and accept all previous addenda (Addenda 1-13) provided in relation to the solicitation**. By submitting this addendum the responder agrees to accept all previous addendums as issued by the State.** The addenda are summarized below for informational purposes. See the individual Addendum for specific language and changes for which the Responder is acknowledging are becoming part of the solicitation.

ADDENDUM 1: 10/30/2013 Announced an addendum would be issued soon to 1) provide answers to questions, provide pricing, extend due date.

ADDENDUM 2: 11/07/2013 Extended the due date to December 6, 2013

ADDENDUM 3: 11/15/2013 1) Provided responses to questions, 2) Issued revised RFP – redline and clean version 3) Issued Pricing Workbooks, Allow for additional questions by November 22.

ADDENDUM 4: 12/03/2013 Extend to 12/18/2103

ADDENDUM 5: 12/11/2013 Extend to January 7, 2014. Provide 1) Responses to questions due November 22 2) Issued revised RFP – redline and clean version 3) Issued updated Pricing Workbooks.

ADDENDUM 6: 12/13/2013 1) The link provided for Band 1 in Addendum 5 was incorrect and has been corrected. 2. Clarification regarding the Baseline Price List Date: The Baseline Price List submitted may be dated an alternate date. However, the market basket pricing submitted must be representative of the pricing for an order placed on November 15, 2013 for purposes of evaluation.

ADDENDUM 7: 12/19/2013 Provide Version 3 of Band 4: Server Pricing Workbook. Revisions include: a. The Processor in Base Equipment Spec 2 has been changed to “Xeon E5-2600 series” b. The option and upgrades in the Equipment pricing tab have been synced with the upgrade on the Spec 1 tab. c. The upgrade on Spec 2 tab has been deleted.

ADDENDUM 8: 12/27/2013 1) provide version 4 of band 4: server pricing workbook. Revision includes: The Processor in Base Equipment TAB Specs 2, cell D12 has been changed to "Four Xeon E5-4640 series (2.4Ghz, 8-core)". This processor supports the minimum requirement of 4 sockets. 2) Clarification on warranty pricing: It is understood that responders may have varying base warranties. For example, in Band 3 – Tablet Price Workbook, Services Tab – a warranty upgrade is listed for accidental damage. If a responder includes accidental damage in their base warranty they should indicate this on the pricing workbook in their offer. 3) Provide version 3 of band 5: storage pricing workbook. Revision includes: Added Line 20 to the equipment pricing tab (ST20-1). To clarify: Responders are to provide capacity and drives based on the upgraded configuration to Spec 1- 12TB total raw and Spec 2 - 16TB raw.

ADDENDUM 9: 01/02/2014 Extend the due date of the solicitation to January 14, 2014, 3:00 p.m. C.T.

ADDENDUM 10: 01/09/2014 1) Extend the due date of the solicitation to January 21, 2014, 3:00 p.m. CT. 2) Instruct responders that may have already postmarked a response that additional "MUST" addenda are to be postmarked and sent as a separate package. Addenda will state "MUST" be returned or "MAY" be returned as the final statement of each addenda. 3) If an addendum requires the responder to change the response, additional materials may be sent. These are to be clearly marked and detailed regarding the changes to the response. 4) Clarify that the minimum specifications are provided in the Price Workbooks. Manufacturer specific items may be substituted for the minimum specification if the manufacturer is able to provide an approved equal. This is stated in Section 4: Cost Proposal; Item 2. 5) Inform responders that an addendum is forthcoming to further clarify pricing workbooks.

ADDENDUM 11: 01/16/2014 1) Extend the due date to January 28, 2014, 3:00 p.m. CT
2) Inform responders the printer pricing for printers in ALL Pricing Workbooks was transposed on the pricing pages. To be specific: The black and white printer price entered populated the color printer pricing. The color printer pricing entered populated the black and white pricing. To ensure the State has the correct printer pricing responders are given one of the following options
___Acknowledge the pricing workbook(s) has already been submitted. Responder recognizes, as detailed above, that the printer pricing has been transposed on the pricing pages. Responder is authorizing the State of Minnesota to correct pricing pages.
☑ Acknowledge the pricing workbook(s) has already been submitted. The printer pricing issue was recognized by the responder previous to submitting and printer pricing is correct.
___Resubmit applicable pricing workbooks provided in this addendum
3) Provide clarification regarding the specifications on the Band 5: Storage Price Workbook: a) Responder is to determine drive size based on minimum requirement for Raw Disk Capacity – Base (Row D12) on Spec 1 of 4 TB and Spec 2 of 8TB. The drive size must also be sufficient to meet the upgraded configuration (Row C39) on Spec 1 to 12TB installed raw and Spec 2 to 16TB installed raw. The response must meet or exceed the minimum specifications. b) RAID options changed to "Specify" allowing the responder to specify the RAID number. (Specs-Item 1 TAB, Cell D16 and Specs-Item 2 TAB, Cell D16).
4) Provide revised Pricing Workbooks reflecting corrections to populate the printer pricing correctly and modification to the Band 5: Storage Price Workbook detailed in 2.b. above.

ADDENDUM 12: 1**)** Extend the opening date to: January 29, 2014; 3:00 p.m. C.T.2)Issue revised RFP dated 01/22/2014. This version includes revisions resulting from addenda. 3) Issue Band 4 – Server Price Workbook Version 6. Past version did not populate entries on the Server 1 Spec Tab to the Equipment Pricing Tab. Responder may resubmit new version. The State reserves the right to transfer the amounts from the Server 1 Spec Tab to the Equipment Pricing Tab if the submitted version is not populated. 4) Clarify: A password is NOT needed to unprotect worksheets.

ADDENDUM 13: 1) To Clarify: The RFP version 01/22/2014 provided in Addendum 12 does not need to be submitted with the response. This version was provided as courtesy to responders to clarify and confirm addenda changes.
2) Provide summary of addenda and allow responders to acknowledge receipt of all addenda provided in relation to the solicitation by submitting addendum 13.

This addendum shall become part of the solicitation and **MAY** be returned with the response by the due date and time of the solicitation.

COMPANY NAME: Dell Marketing LP

SIGNATURE: _____

DATE: _____

PRINTED NAME: Meghan Flisakowski

TITLE: Proposal Consultant

STATE OF MINNESOTA
VETERAN-OWNED PREFERENCE FORM

In accordance with Minn. Stat. § 16C.16, subd. 6a, (a) Except when mandated by the federal government as a condition of receiving federal funds, the commissioner shall award up to a six percent preference in the amount bid on state procurement to **certified small businesses** that are **majority-owned and operated by**:

(1) recently separated veterans who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs;

(2) veterans with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs; or

(3) any other veteran-owned small businesses certified under section 16C.19, paragraph (d).

In accordance with Minn. Stat. § 16C.19 (d), a veteran-owned small business, the principal place of business of which is in Minnesota, is certified if it has been verified by the United States Department of Veterans Affairs as being either a veteran-owned small business or a service disabled veteran-owned small business, in accordance with Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

To receive a preference the veteran-owned small business must meet the statutory requirements above by the solicitation opening date and time. The preference is applied only to the first $500,000 of the response.

If you are claiming the veteran-owned preference, **attach documentation, sign and return this form with your response to the solicitation.** Only eligible veteran-owned small businesses that meet the statutory requirements and provide adequate documentation will be given the preference.

I HEREBY CERTIFY THAT THE FIRM LISTED BELOW:

My firm is a certified small business and it is majority-owned and operated by an eligible person as defined by Minn. Stat. § 16C.16, subd. 6a.

___**Yes** _X__**No** (must check yes or no) **State the type of documentation attached:**_____

DOCUMENTATION MUST BE PROVIDED FOR ONE OF THE FOLLOWING REQUIREMENTS:

___ (1) recently separated veterans who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs;

State the type of documentation attached: _____

___ (2) veterans with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs;

State the type of documentation attached: _____

___ (3) any other veteran-owned small businesses certified under Minnesota Statute Section 16C.19, paragraph (d).

State the type of documentation attached: _____

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone: _____

Printed Name: _____ Title: _____

IF YOU ARE CLAIMING THE VETERAN-OWNED PREFERENCE, ATTACH DOCUMENTATION, SIGN AND RETURN THIS FORM WITH YOUR RESPONSE TO THE SOLICITATION.

Terms and Conditions

SECTION REFERENCE	ORIGINAL TERM	ALTERNATE LANGUAGE SUGGESTION
SECTION 2: MASTER AGREEMENT TERMS AND CONDITIONS A. GENERAL TERMS, CONDITIONS & INSTRUCTIONS SECTION 2. CONFLICT OF TERMS/ORDER OF PRECEDENCE	1. A Participating Entity's Participating Addendum ("PA"); 2. Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms & Conditions) 3. The Solicitation; and 4. Accepted portions of Contract Vendor's response to the Solicitation, as modified in any proposal revisions (if permitted) These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor.	Because all of Dell's Services Descriptions are posted on line, as are any click-thru terms and conditions, and Dell policies with regards to transfer of title and return policy, Dell would request that these websites be included in order of precedence and also that any click thru or software license agreement be included in the Order of Precedence. Under Item 2. Minnesota WSCA-NASPO Master Agreement (includes negotiated terms and conditions), Dell suggests including reference to Service Agreements, Software License Agreements and any links included in the negotiated terms and conditions. (the RFP permits: electronic link to software license agreement tied to initial purchase of equipment)
SECTION 2: MASTER AGREEMENT TERMS AND CONDITIONS A. GENERAL TERMS, CONDITIONS & INSTRUCTIONS SECTION 15. NOTICES	If one party is required to give notice to the other under the Master Agreement, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the Lead State shall be addressed as follows: Susan Kahle susan.kahle@state.mn.us Acquisition Management Specialist 50 Sherburne Avenue 112 Administration Bldg. St. Paul, MN 55155	Dell would request that a Section be added for Vendor's Contract/Program Administrator and address for Notices.
SECTION 2: MASTER AGREEMENT TERMS AND CONDITIONS B. WSCA-NASPO TERMS	The Master Agreement shall consist of the following documents: 1. A Participating Entity's Participating Addendum ("PA"); 2. Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms and Conditions) 3. The Solicitation; and	As stated above in Subsection A: Because all of Dell's Services Descriptions are posted on line, as are any click-thru terms and conditions, and Dell policies with regards to transfer of title and return policy, Dell would request

AND CONDITIONS SECTION 2. AGREEMENT ORDER OF PRECEDENCE.	4. Accepted portions of the Contract Vendor's response to the Solicitation, as modified in any proposal revisions (if permitted) These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor.	that these websites be included in order of precedence and also that any click thru or software license agreement be included in the Order of Precedence. Under Item 2. Minnesota WSCA-NASPO Master Agreement (includes negotiated terms and conditions), Dell suggests including reference to Service Agreements, Software License Agreements and any links included in the negotiated terms and conditions. (the RFP permits: <u>electronic link to software license agreement tied to initial purchase of equipment)</u> Dell requests language that the following be included in this section: Any preprinted terms on your purchase order shall be given no force or effect and no terms of a purchase order that conflict with this Agreement shall be binding on Dell.
SECTION 2: MASTER AGREEMENT TERMS AND CONDITIONS B. WSCA-NASPO TERMS AND CONDITIONS SECTION 3. AMENDMENTS.	The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA-NASPO Master Agreement Administrator.	Dell requests: Any amendments must be upon mutual written agreement of BOTH parties. No amendment to or modification of this Agreement, in whole or in part, will be valid or binding unless it is in writing and executed by authorized representatives of both parties.
SECTION 2: MASTER AGREEMENT TERMS AND CONDITIONS B. WSCA-NASPO TERMS AND CONDITIONS SECTION 4. ASSIGNMENT OF ANTITRUST RIGHTS. Updated in 11152013 redline rfp	Contract Vendor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contract Vendor now has or which may accrue to the Contract Vendor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contract Vendor for the purpose of carrying out the Contract Vendor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action. ~~Contract Vendor shall require any subcontractors hired to perform any of Contract Vendor's obligations, under this~~	Dell requests: IN THE EVENT THAT CONTRACTOR INITIATES LITIGATION FOR A PURPORTED ANTITRUST VIOLATION FOR ALLEGED OVERCHARGES, AND AS A RESULT OF SUCH LITIGATION, WHETHER BY FINAL JUDGMENT OR SETTLEMENT OF ITS CLAIMS, CONTRACTOR RECEIVES MONETARY COMPENSATION, CONTRACTOR HEREBY AGREES TO PASS ON TO THE STATE A PORTION OF SUCH

	~~Master Agreement or Participating Addendum, to irrevocably assign to a Participating Entity, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to the Contract Vendor in pursuance of this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.~~	COMPENSATION IF, AND ONLY IF, THE FOLLOWING CONDITIONS OCCUR: (A) THE COMPENSATION RECEIVED BY THE STATE IN SETTLEMENT OR JUDGMENT IS DIRECTLY ATTRIBUTABLE TO SOFTWARE, HARDWARE, GOODS AND/OR SERVICES INCLUDED WITHIN THE COMPUTER PRODUCTS OR OTHER GOODS AND/OR SERVICES SOLD BY CONTRACTOR TO THE STATE UNDER THIS CONTRACT; (B) IT WAS DETERMINED IN THE ANTITRUST LITIGATION (WHETHER BY JUDICIAL FINDING OR STIPULATION) THAT THE OVERCHARGE IN SOFTWARE, HARDWARE, GOODS AND/OR SERVICES SUFFERED BY CONTRACTOR WAS, IN FACT, PASSED ON TO THE AGENCY IN THE COMPUTER PRODUCTS OR OTHER PRODUCTS OR OTHER GOODS AND/OR SERVICES PURCHASED BY THE AGENCY UNDER THIS CONTRACT DURING THE TIME PERIOD REFERENCED IN THE LITIGATION; AND (C) IN CALCULATING THE AMOUNT OF COMPENSATION WHICH CONTRACTOR AGREES TO PASS ON TO THE STATE, CONTRACTOR MAY DEDUCT ITS ACTUAL COSTS OF SUIT, INCLUDING ATTORNEY'S FEES, INCURRED IN ACHIEVING THE SETTLEMENT OR JUDGMENT.
SECTION 2: MASTER AGREEMENT TERMS AND CONDITIONS B. WSCA-NASPO TERMS AND CONDITIONS SECTION 5. ASSIGNMENT/SUBCONTRACT.	Contract Vendor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the WSCA-NASPO Master Agreement Administrator.	Dell needs to retain the right to subcontract under this Agreement without written approval as long as we maintain responsibility. Otherwise, any assignment restrictions should be mutual. Dell requests: Dell has the right to assign, subcontract or delegate in whole or in part this Agreement, or any rights, duties, obligations or

		liabilities under this Agreement, by operation of law or otherwise, provided that Dell shall remain responsible for the performance of Services under this Agreement. Otherwise, neither party may assign this Agreement without the permission of the other
SECTION 2: MASTER AGREEMENT TERMS AND CONDITIONS B. WSCA-NASPO TERMS AND CONDITIONS SECTION 6. CANCELLATION. Updated in 11152013 redline rfp	Unless otherwise stated in the special terms and conditions, any Master Agreement may be canceled by either party upon 60 days' notice, in writing, prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation or in the applicable Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Participating Entity to indemnification by the Contract Vendor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the Master Agreement due to Contract Vendor default may be immediate if defaults cannot be reasonably cured as allowed per Default and Remedies term.	As this appears to be a Termination for Convenience Clause, Dell would recommend that any notice period be the same for the Master Agreement and any Participating Addendum. Dell requests: Any Master Agreement may be canceled by either party upon 60 days' notice, in writing, prior to the effective date of the cancellation. Further, any Participating Addendum may be cancelled by either party upon 60 days written notice, unless otherwise limited or stated the applicable Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Participating Entity to indemnification by the Contract Vendor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the Master Agreement due to Contract Vendor default may be immediate if defaults cannot be reasonably cured as allowed per Default and Remedies term.
SECTION 2: MASTER AGREEMENT TERMS AND CONDITIONS B. WSCA-NASPO TERMS AND CONDITIONS SECTION 7.	**7.1 Confidentiality.** Contract Vendor acknowledges that it and its employees or agents may, in the course of providing the Product under this Master Agreement, be exposed to or acquire information that is confidential to Participating Entity or Participating Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contract Vendor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (a) any Participating Entity records,	Requirements on confidentiality should be on both parties. Dell requests: In connection with this Agreement, each party may have access to or be exposed to information of the other party that is not generally known to the public, such as

CONFIDENTIALITY, NON-DISCLOSURE AND INJUNCTIVE RELIEF	(b) personnel records, and (c) information concerning individuals, is confidential information of Participating Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contract Vendor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (a) is or becomes (other than by disclosure by Contract Vendor) publicly known; (b) is furnished by Participating Entity to others without restrictions similar to those imposed by this Master Agreement; (c) is rightfully in Contract Vendor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (d) is obtained from a source other than Participating Entity without the obligation of confidentiality, (e) is disclosed with the written consent of Participating Entity or; (f) is independently developed by employees, agents or subcontractor of Contract Vendor who can be shown to have had no access to the Confidential Information **7.2 Non-Disclosure**. Contract Vendor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the performance of this Master Agreement to Participating Entity hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contract Vendor shall use commercially reasonable efforts to assist Participating Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contract Vendor shall advise Participating Entity immediately if Contract Vendor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement and Contract Vendor shall at its expense cooperate with Participating Entity in seeking injunctive or other equitable relief in the name of Participating Entity or Contract Vendor against any such person. Except as directed by Participating Entity, Contract Vendor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Participating Entity's request, Contract Vendor shall turn over to Participating Entity all documents, papers, and other matter in Contract Vendor's possession that embody Confidential Information. Notwithstanding the foregoing, Contract Vendor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement. **7.3 Injunctive Relief.** Contract Vendor acknowledges that	software, product plans, pricing, marketing and sales information, customer lists, "know-how," or trade secrets, which may be designated as confidential or which, under the circumstances surrounding disclosure, ought to be treated as confidential (collectively, "**Confidential Information**"). Confidential Information may not be shared with third parties unless such disclosure is to the receiving party's personnel, including employees, agents and subcontractors, on a "need-to-know" basis in connection with this Agreement, so long as such personnel have agreed in writing to treat such Confidential Information under terms at least as restrictive as those herein. Each party agrees to take the necessary precautions to maintain the confidentiality of the other party's Confidential Information by using at least the same degree of care as such party employs with respect to its own Confidential Information of a similar nature, but in no case less than a commercially reasonable standard of care to maintain confidentiality. The foregoing shall not apply to information that (1) was known by one party prior to its receipt from the other or is or becomes public knowledge through no fault of the recipient; or (2) is rightfully received by the recipient from a third party without a duty of confidentiality. If a recipient is required by a court or government agency to disclose Confidential Information, the recipient shall provide advance notice to other party before making such a disclosure. The obligations with respect to Confidential Information shall continue for two years from the date of disclosure.

	breach of this Section, including disclosure of any Confidential Information, will cause irreparable injury to Participating Entity that is inadequately compensable in damages. Accordingly, Participating Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contract Vendor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Participating Entity and are reasonable in scope and content. **7.4 Participating Entity** is agreeing to the above language to the extent is not in conflict with Participating Entities public disclosure laws.	
SECTION 2: MASTER AGREEMENT TERMS AND CONDITIONS B. WSCA-NASPO TERMS AND CONDITIONS SECTION 9. DEFAULTS & REMEDIES.	a. The occurrence of any of the following events shall be an event of default under this Master Agreement: i. Nonperformance of contractual requirements; or ii. A material breach of any term or condition of this Master Agreement; or iii. Any representation or warranty by Contract Vendor in response to the solicitation or in this Master Agreement proves to be untrue or materially misleading; or iv. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contract Vendor, or the appointment of a receiver or similar officer for Contract Vendor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or v. Any default specified in another section of this Master Agreement. b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contract Vendor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contract Vendor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement. c. If Contract Vendor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contract Vendor shall be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies: i. Exercise any remedy provided by law; and ii. Terminate this Master Agreement and any related Master Agreements or portions	Dell recommends that because the Participating Entities/Ordering Entities have obligations under this Agreement too, provisions in this clause should apply not only to Dell but to Customers too. Dell needs protections in the event that the Customer doesn't fulfill their obligations. In addition, subsection iv. Should apply to Participating Entities/Ordering entities too since as we know public entities can file Bankruptcy proceedings too. Because WSCA intends to make multiple awards under this Procurement, Dell would request any references to liquidated damages be removed from this section. There is no mandatory use of these contracts and all your customers have choices. Undefined liquidated damages are unfair in an indefinite delivery/indefinite quantity contract. Dell requests: a. The occurrence of any of the following events shall be an event of default under this Master Agreement: i. Nonperformance of contractual requirements; or ii. A material breach of any term or condition of this Master Agreement; or iii. Any representation or

	thereof; and iii. Impose liquidated damages as provided in this Master Agreement; and iv. Suspend Contract Vendor from receiving future bid solicitations; and v. Suspend Contract Vendor's performance; and vi. Withhold payment until the default is remedied. d. In the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.	warranty by Contract Vendor in response to the solicitation or in this Master Agreement proves to be untrue or materially misleading; or iv. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contract Vendor, or the appointment of a receiver or similar officer for Contract Vendor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or v. Any default specified in another section of this Master Agreement. b. Upon the occurrence of an event of default, non-defaulting party shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which defaulting party shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate defaulting party's liability for damages, to the extent provided for under this Master Agreement. c. If defaulting party is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, defaulting party shall be in breach of its obligations under this

		Master Agreement and the non-defaulting party shall have the right to exercise any or all of the following remedies: i. Exercise any remedy provided by law; and ii. Terminate this Master Agreement and any related Master Agreements or portions thereof; and iv. Suspend Contract Vendor from receiving future bid solicitations; and v. Suspend Contract Vendor's performance; and vi. Withhold payment or performance until the default is remedied. d. In the event of a default under a Participating Addendum, the non-defaulting party shall provide a written notice of default as described in this section to the defaulting party and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a non-defaulting party shall provide written notice of default to the defaulting party as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a any party under the applicable commercial code.
SECTION 2: MASTER AGREEMENT TERMS AND CONDITIONS B. WSCA-NASPO TERMS	Unless otherwise indicated in the Master Agreement, the prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contract Vendor. Additional delivery charges will not be allowed for back orders. ~~Responsibility and liability for loss or damage shall remain the Contract Vendors until final inspection and~~	There are multiple and conflicting references to Delivery and Inside Delivery. Inside Delivery is available at an additional cost to the customer. As not all customers require inside delivery, Dell requests that language be built into

AND CONDITIONS SECTION 10. DELIVERY. Updated in 11152013 redline rfp	~~acceptance when responsibility shall pass to the Buyer except as to latent defects, fraud and Contract Vendor's warranty obligations. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.~~	agreement that Inside delivery may be available at an additional cost. Dell requests: Unless otherwise indicated in the Master Agreement, the prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contract Vendor. Additional delivery charges will not be allowed for back orders. Inside delivery may be available but will result in additional fees for inside delivery to be paid by Purchasing entity.
SECTION 2: MASTER AGREEMENT TERMS AND CONDITIONS B. WSCA-NASPO TERMS AND CONDITIONS SECTION 11. FORCE MAJEURE.	Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The WSCA-NASPO Master Agreement Administrator may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.	**Any termination of this Master Agreement should be an option to both parties in the event of the impact of a Force Majeure event.** **Dell requests:** Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. Either party may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.
SECTION 2: MASTER AGREEMENT TERMS AND CONDITIONS B. WSCA-NASPO TERMS AND CONDITIONS SECTION 15. INDEPENDENT CONTRACT VENDOR.	The Contract Vendor shall be an independent Contract Vendor, and as such shall have no authorization, express or implied to bind WSCA-NASPO or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA-NASPO or the states, except as expressly set forth herein.	This clause should be mutual. Dell requests: The parties are independent contractors. No provision of this Agreement will or shall be deemed to create an association, trust, partnership, joint venture or other entity or similar legal relationship between Dell and Customer, or impose a trust, partnership or fiduciary duty, obligation, or liability on or with respect to such entities. Neither party will have any rights, power or authority to act or create an obligation, express or implied, on behalf of another party except as specified in this

		Agreement.
SECTION 2: MASTER AGREEMENT TERMS AND CONDITIONS B. WSCA-NASPO TERMS AND CONDITIONS SECTION 17. INSURANCE.	Except to the extent modified by a Participating Addendum, Contract Vendor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contract Vendor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or at a Participating Entity's option, result in termination of its Participating Addendum. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories: a) Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than $1 million per occurrence/$2 million general aggregate; b) Contract Vendor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements. Contract Vendor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Participating Entity by the Contract Vendor. Prior to commencement of the work, Contract Vendor shall provide to the Participating Entity a written endorsement to the Contract Vendor's general liability insurance policy that (i) names the Participating Entity as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating Entity has been given at least thirty (30) days prior written notice, and (iii) provides that the Contract Vendor's liability insurance policy shall be primary, with any liability insurance of the Participating Entity as secondary and noncontributory. Contract Vendor shall furnish to Participating Entity copies of certificates of all required insurance within thirty (30) calendar days of the Participating Addendum's effective date and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at the	Dell requests the following: Except to the extent modified by a Participating Addendum, Contract Vendor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contract Vendor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. ~~Failure to buy and maintain the required insurance may result in this Master Agreement's termination or at a Participating Entity's option, result in termination of its Participating Addendum.~~ Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below~~, with no deductible for each of the following categories~~: a) Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than $1 million per occurrence/$2 million general aggregate. Such policy shall name the Participating Entity as an additional insured and provide that the Contract Vendor's liability insurance policy shall be primary, with any liability insurance of the Participating Entity as secondary and noncontributory.; b) Contract Vendor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements. Contract Vendor shall pay premiums on all insurance policies. ~~Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall~~

	Lead State Master Agreement Administrator's sole option, result in this Master Agreement's termination. Coverage and limits shall not limit Contract Vendor's liability and obligations under this Master Agreement.	~~have been given to Participating Entity by the Contract Vendor.~~ Prior to commencement of the work, Contract Vendor shall provide to the Participating Entity a certificate of insurance evidencing the required coverage ~~written endorsement to the Contract Vendor's general liability insurance policy that (i) names the Participating Entity as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating Entity has been given at least thirty (30) days prior written notice, and (iii) provides that the Contract Vendor's liability insurance policy shall be primary, with any liability insurance of the Participating Entity as secondary and noncontributory. Contract Vendor shall furnish to Participating Entity copies of certificates of all required insurance within thirty (30) calendar days of the Participating Addendum's effective date and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at State's sole option, result in this Master Agreement's termination.~~ Coverage and limits shall not limit Contract Vendor's liability and obligations under this Master Agreement.
SECTION 2: MASTER AGREEMENT TERMS AND CONDITIONS B. WSCA-NASPO TERMS AND CONDITIONS	Payment for completion of an order under this Master Agreement is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contract Vendor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision	Dell requests the following language in Section 24: Use of Purchasing card is at time of order placement only, and not permitted for payment of invoices issued by Dell.

SECTION 24. PAYMENT.	"Purchasing Card" with no additional charge.	If Customer purchases a multiyear Software license and related support and/or maintenance, and Dell and the Customer (and, if applicable, the third-party licensor of the software) agree to annualize the Customer's purchase over the term of the license, Customer shall make all annual payments in full and such purchase is noncancellable over the term of the license. Timely payment of the price and all charges is of the essence. It is the responsibility of Customer to ensure payments are authorized and approved on time to ensure receipt of payment no later than the due date; in no case shall Dell be responsible for ensuring such authorization or approval. Any assignment by Customer of its purchase order to a third-party financing company (other than Dell Financial Services, LLC) must be approved in advance in writing by Dell, and in no case shall any such approval excuse Customer from its obligations hereunder. Late penalties will be recalculated every 30 days; thereafter, based on your current outstanding balance. In addition, Dell, without waiving any other rights or remedies to which it may be entitled, shall have the right to suspend or terminate any or all Services and refuse additional orders for Products or Software from Customer until Dell's receipt of all overdue amounts. Dell shall have no liability to Customer for any such suspension or termination of services or for its refusal of additional orders. Dell further reserves the right to seek collection of all overdue amounts (including by referral to third party collectors), plus all reasonable legal fees (including reasonable attorneys fees) and costs associated with such collection. Customer shall place all orders in the country where the Products

		and Software are to be shipped and where Services are to be performed, and payment of the corresponding price and costs shall be made in the currency identified by Dell in its invoice. Additional charges will apply if Customer requests Services that are performed outside of contracted hours or are beyond the normal coverage for the particular Service, such as customized invoicing, consolidated invoicing and statements. Dell reserves the right to change the method of delivery of all documentation, and any additional changes requested by Customer may be subject to additional charges. Invoices are due and payable within 30 days, measured from the date of the invoice. Customer agrees that all invoices shall be deemed accurate unless Customer advises Dell in writing of a bona fide, material error within fourteen (14) days of the date of such invoice. In the event that Customer advises Dell of a material error, (i) payment of any amounts corrected or modified by Dell in writing shall be due within fourteen (14) days of such correction, and (ii) all other amounts shall be paid by Customer by the invoice due date. In the event Customer withholds payment of any invoiced amounts upon an assertion by Customer that such amounts are erroneous, and Dell subsequently concludes that such invoiced amounts are accurate, Customer shall pay interest on such amounts as described above from the due date for such amounts until Dell's receipt of those amounts. In no case shall Customer be entitled to offset, defer or deduct any invoiced amounts that Dell determines are not erroneous following the notification process set forth above

SECTION 2: MASTER AGREEMENT TERMS AND CONDITIONS B. WSCA-NASPO TERMS AND CONDITIONS SECTION 26. RECORDS MANAGEMENT AND AUDIT.	The disclosure of records in Participating States relating to Participating addenda and orders placed against the Master Agreement shall be governed by the laws of the Participating State and entity who placed the order. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for an overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records. The rights and obligations herein right exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State Master Agreement Adminstrator to review compliance with those obligations. Records will be retained longer if required by Participating Entity's law.	Dell would request that advance notice of any audits be provided in writing in advance to Dell and that any Audits should be limited to one time per year. The contracting agency shall pay all costs and expenses associated with such examination.
SECTION 2: MASTER AGREEMENT TERMS AND CONDITIONS B. WSCA-NASPO TERMS AND CONDITIONS SECTION 30. TITLE OF PRODUCT.	~~Upon Acceptance by the Purchasing Entity, Contract Vendor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use the Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity transferee.~~	Dell requests: Title to Products (except title to Software remains with the applicable licensors) passes from Dell to Customer upon shipment to Customer. Any transfer of title is pursuant to Dell policies in effect at the time. **As specified above in IP Indemnity**

Updated in 11152013 redline rfp	OWNERSHIP a. Ownership of Documents/Copyright. Any reports, studies, photographs, negatives, databases, computer programs, or other documents, whether in tangible or electronic forms, prepared by the Contract Vendor in the performance of its obligations under the Master Agreement and paid for by the Purchasing Entity shall be the exclusive property of the Purchasing Entity and all such material shall be remitted to the Purchasing Entity by the Contract Vendor upon completion, termination or cancellation of the Master Agreement. The Contract Vendor shall not use, willingly allow or cause to allow such material to be used for any purpose other than performance of the Contract Vendor's obligations under this Master Agreement without the prior written consent of the Purchasing Entity. b. Rights, Title and Interest. All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trade marks, and service marks in the said documents that the Contract Vendor conceives or originates, either individually or jointly with others, which arises out of the performance of the Master Agreement, will be the property of the Purchasing Entity and are, by the Master Agreement, assigned to the Purchasing Entity along with ownership of any and all copyrights in the copyrightable material. The Contract Vendor also agrees, upon the request of the Purchasing Entity, to execute all papers and perform all other acts necessary to assist the Purchasing Entity to obtain and register copyrights on such materials. Where applicable, works of authorship created by the Contract Vendor for the Purchasing Entity in performance of the Master Agreement shall be considered "works for hire" as defined in the U.S. Copyright Act. c. Notwithstanding the above, the Purchasing Entity will not own any of the Contract Vendor's pre-existing intellectual property that was created prior to the Master Agreement and which the Purchasing Entity did not pay the Contract Vendor to create. The Contract Vendor grants the Purchasing Entity a perpetual, irrevocable, non-exclusive, royalty free license for Contract Vendor's pre-existing intellectual property that is contained in the products, materials, equipment or services that are purchased through this Master Agreement. ~~The license grant includes the right to publish, translate, reproduce, modify, delivery, perform, display and dispose the intellectual property – or to permit others to exercise said rights on behalf of the Purchasing Entity for government purposes. Contract Vendor shall obtain, at its own expense, on behalf of the Purchasing Entity, written consent of the owner for the licensed Pre-existing Intellectual Property~~	**Section: Proprietary Rights.** All right, title and interest in the intellectual property (including all copyrights, patents, trademarks, trade secrets and trade dress) embodied in the Software, Products and Materials, as well as the methods by which the Services are performed and the processes that make up the Services, shall belong solely and exclusively to Dell or the applicable suppliers or licensors, and you shall have no rights whatsoever in any of the above, except as expressly granted in this Agreement. The Software, Products and Materials are protected pursuant to copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. You may not modify, remove, delete, augment, add to, publish, transmit, adapt, translate, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the Software and Materials, in whole or in part. **Deliverables.** Dell and its applicable suppliers or licensors will retain exclusive ownership of all Deliverables, and will own all intellectual property rights, title and interest in any ideas, concepts, know-how, documentation and techniques associated with such Deliverables. Subject to payment in full for the applicable Services, Dell grants you a non-exclusive, non-transferable, royalty-free right to use the Deliverables solely in the country or countries in which you do business, solely for your internal use, and solely as necessary for you to enjoy the benefit of the Services as stated in the applicable Service Agreements.
SECTION 2:	Failure of Lead State Master Agreement Administrator, Participating Entity, or Purchasing Entity to declare a	This Section should be mutual and apply to protect Dell as it does

MASTER AGREEMENT TERMS AND CONDITIONS B. WSCA-NASPO TERMS AND CONDITIONS SECTION 31. WAIVER OF BREACH.	default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State or Participating Entity must be in writing. Waiver by the Lead State Master Agreement Administrator, Participating Entity, or Purchasing Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or breach of any terms or requirements shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, a Participating Addendum, or order	WSCA/Customers. Dell requests: Failure of Lead State Master Agreement Administrator, Participating Entity, or Purchasing Entity or Contract Vendor to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State or Participating Entity or Contract Vendor must be in writing. Waiver by the Lead State Master Agreement Administrator, Participating Entity, or Purchasing Entity or Contract Vendor of any default, right or remedy under this Master Agreement or Participating Addendum, or breach of any terms or requirements shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, a Participating Addendum, or order.
SECTION 2: MASTER AGREEMENT TERMS AND CONDITIONS B. WSCA-NASPO TERMS AND CONDITIONS SECTION 32. WARRANTY. Updated in 11152013 redline rfp	The warranty provided must be the manufacturers written warranty tied to the product at the time of purchase and must include the following ~~The Contract Vendor warrants manufactured products for a period of one year from the date of Acceptance that:~~ (a) the Product performs according to the specification ~~all specific claims that the Contract Vendor made in its response to the solicitation~~, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) ~~the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contract Vendor's skill or judgment, (d)~~ the Product is designed and manufactured in a commercially reasonable manner, and (d) the Product is free of defects. For third party products sold by the Contract Vendor, the Contract Vendor will assign the manufacturer or publisher's warranty and maintenance. The Contract Vendor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues. Upon breach of the warranty, the Contract Vendor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contract Vendor. If the repaired and/or replaced Product proves to be inadequate, or fails of its	Dell agrees to Language in Section 2, B.32 and requests for the following to be added: WARRANTIES DO NOT COVER DAMAGE DUE TO EXTERNAL CAUSES, SUCH AS ACCIDENT, ABUSE, MISUSE, PROBLEMS WITH ELECTRICAL POWER, SERVICE NOT PERFORMED OR AUTHORIZED BY DELL (INCLUDING INSTALLATION OR DE-INSTALLATION), USAGE NOT IN ACCORDANCE WITH PRODUCT OR SOFTWARE INSTRUCTIONS, NORMAL WEAR AND TEAR, OR USE OF PARTS AND COMPONENTS NOT SUPPLIED OR INTENDED FOR USE WITH THE PRODUCTS, SOFTWARE OR SERVICES. THESE **WARRANTIES DO NOT APPLY TO THIRD-PARTY PRODUCTS.** ANY WARRANTY ON A THIRD-PARTY PRODUCT IS PROVIDED BY THE PUBLISHER, PROVIDER, OR ORIGINAL MANUFACTURER. ALL THIRD-PARTY PRODUCTS ARE PROVIDED "AS IS."

	essential purpose, the Contract Vendor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or so ordered by the court ~~equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs~~.	WITH RESPECT TO YOUR USE OF THE SOFTWARE (1) NEITHER DELL NOR ANY OF THE DELL PARTIES MAKES ANY EXPRESS OR IMPLIED WARRANTY THAT SOFTWARE PROVIDED TO YOU IN CONNECTION WITH THIS AGREEMENT IS OR WILL BE SECURE, ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERROR, OR FREE OF VIRUSES, WORMS, OTHER HARMFUL COMPONENTS, OR OTHER PROGRAM LIMITATIONS; OR THAT ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED; (2) YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OF PROBLEMS CAUSED BY VIRUSES OR OTHER HARMFUL COMPONENTS, UNLESS SUCH ERRORS OR VIRUSES ARE THE DIRECT RESULT OF DELL'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (3) DELL AND THE DELL PARTIES, JOINTLY AND SEVERALLY, DISCLAIM AND MAKE NO WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY, QUALITY, RELIABILITY, SUITABILITY, COMPLETENESS, TRUTHFULNESS, USEFULNESS OR EFFECTIVENESS OF ANY REPORTS, DATA, RESULTS OR OTHER INFORMATION OBTAINED OR GENERATED BY YOU RELATED TO YOUR USE OF THE SOFTWARE; AND (4) USE OF THE SOFTWARE IS ENTIRELY AT YOUR OWN RISK AND NEITHER DELL NOR THE DELL PARTIES SHALL HAVE ANY LIABILITY RELATING TO SUCH USE.
SECTION 2: MASTER AGREEMENT TERMS AND CONDITIONS C. MINNESOTA TERMS AND CONDITIONS SECTION 1. ACCEPTANCE OF PROPOSAL CONTENT.	The contents of this RFP and selected portions of response of the successful Proposer will become contractual obligations, along with the final Master Agreement, if acquisition action ensues. The Lead State is solely responsible for rendering the decision in matters of interpretation of all terms and conditions.	Dell does not agree to have the Lead State render all decisions in interpreting terms and conditions. Any resolution over disputes, including disputes over Terms and conditions should be handled via a mutually agreed Dispute Resolution Clause. Dell proposes: Lead State, Participating Entity and Contract Vendor will attempt to resolve any

		dispute through face-to-face negotiation with persons fully authorized to resolve the dispute or through mediation utilizing a mediator agreed to by the parties, rather than through litigation. The existence or results of any negotiation or mediation will be treated as Confidential Information. Notwithstanding the foregoing, either party will have the right to seek from a state or federal court a temporary restraining order, preliminary injunction, or other equitable relief to preserve the status quo, prevent irreparable harm, avoid the expiration of any applicable limitations period, or preserve a superior position with respect to other creditors, although the merits of the underlying dispute will be resolved in accordance with this paragraph. In the event the parties are unable to resolve the dispute within thirty (30) days of notice of the dispute to the other party, the parties shall be free to pursue all remedies available at law or in equity.
SECTION 2: MASTER AGREEMENT TERMS AND CONDITIONS C. MINNESOTA TERMS AND CONDITIONS SECTION 2. ACCESSIBILITY STANDARDS. Updated in 11152013 redline rfp	The State of Minnesota has developed IT Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf Responders must complete the WCAG VPAT form included in the FORMS section of the RFP. The completed VPAT form will be scored based on its compliance with the Accessibility Standards. The requested WCAG VPAT applies to the responder's website to be offered under the Contract. For products offered, VPATS are only to be provided upon request by the participating entity.	Dell requests the following language to supplement Section 2, C. 2 For a copy of the VPAT for a Dell product, please send an e-mail to Regulatory_Compliance@Dell.com Please include the following text within the subject line of your e-mail "Request for Voluntary Product Accessibility Template (VPAT)".

	Upon request by the participating entity ~~Lead State~~, the responder must make best efforts to provide Voluntary Product Accessibility Templates (VPATS) for all products offered in its response. Click here for link to VPATS for both Section 508 VPAT and WCAG 2.0 VPAT http://mn.gov/oet/policies-and-standards/accessibility/#.	
SECTION 2: MASTER AGREEMENT TERMS AND CONDITIONS C. MINNESOTA TERMS AND CONDITIONS SECTION 3. ADMINISTRATIVE PERSONNEL CHANGES.	The Contract Vendor must notify the Contract Administrator of changes in the Contract Vendor's key administrative personnel, in advance and in writing. Any employee of the Contract Vendor who, in the opinion of the State of Minnesota, is unacceptable, shall be removed from the project upon written notice to the Contract Vendor. In the event that an employee is removed pursuant to a written request from the Acquisition Management Specialist, the Contract Vendor shall have 10 working days in which to fill the vacancy with an acceptable employee.	Customer may request the right to approve personnel assigned to work performed hereunder, and Customer may request that Dell remove personnel provided such request is not illegal under the circumstances. Dell shall honor all Customer requests to approve and/or remove personnel when reasonable and commercially practicable. Dell shall maintain final authority over all personnel decisions.
SECTION 2: MASTER AGREEMENT TERMS AND CONDITIONS C. MINNESOTA TERMS AND CONDITIONS SECTION 8. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION.	a. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions. Instructions for certification: 1. By signing and submitting this proposal, the prospective lower tier participant [responder] is providing the certification set out below. 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal [response] is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances. 4. The terms covered transaction, debarred, suspended, ineligible lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.	Dell requests the following: a. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions. Instructions for certification: 1. By signing and submitting this proposal, the prospective lower tier participant [responder] is providing the certification set out below. 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 3. ~~The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal [response] is submitted if at any~~

	5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction [subcontract equal to or exceeding $25,000] with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of parties excluded from federal procurement and nonprocurement programs. 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. b. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions. 1. The prospective lower tier participant	~~time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances~~. *** Dell Can't notify individual Customers. Dell's Representations & Certifications information can be found within the System for Award Management (SAM) site https://www.sam.gov/index.html under DUNS877936518 (Dell Marketing LP)*** 4. The terms covered transaction, debarred, suspended, ineligible lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. 5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction [subcontract equal to or exceeding $25,000] with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary

	certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.	Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of parties excluded from federal procurement and nonprocurement programs. 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension

		and/or debarment. b. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions. 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal. [“Dell is providing products or services to _____ for their internal business use only”,]
SECTION 2: MASTER AGREEMENT TERMS AND CONDITIONS C. MINNESOTA TERMS	The Lead State reserves the right to use, reproduce and publish proposals in any manner necessary for State agencies and local units of government to access the responses, including but not limited to photocopying, State Intranet/Internet postings, broadcast faxing, and direct mailing. In the event that the response contains copyrighted or trademarked materials, it is the responder’s	This section conflicts with a section earlier: 8. **DISPOSITION OF RESPONSES.** All materials submitted in response to this RFP will become property of the State and will become public

AND CONDITIONS SECTION 11. COPYRIGHTED MATERIAL WAIVER.	responsibility to obtain permission for the Lead State to reproduce and publish the information, regardless of whether the responder is the manufacturer or reseller of the products listed in the materials. By signing its response, the responder certifies that it has obtained all necessary approvals for the reproduction and/or distribution of the contents of its response and agrees to indemnify, protect, save and hold the Lead State, its representatives and employees harmless from any and all claims arising from the violation of this section and agrees to pay all legal fees incurred by the Lead State in the defense of any such action.	record after the evaluation process is completed. The evaluation process is complete when negotiations with the selected vendor(s) are final. If the responder submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the responder must: a. clearly mark all trade secret materials in its response at the time the response is submitted; b. include a statement with its response justifying the trade secret designation for each item; and, c. defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a Contract. In submitting a response to the RFP, the responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State. The State is required to keep all the basic documents related to its Contracts, including responses to RFPs, for a minimum of seven years. The State will not consider the prices submitted by the responder to be trade secret materials. Dell would request removal of this Section 12, and reliance on this Section 8 from above
SECTION 2: MASTER AGREEMENT TERMS AND CONDITIONS C. MINNESOTA TERMS AND CONDITIONS SECTION 14.	The Contract Vendor and the Lead State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the Lead State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the Lead State to the Contract Vendor and all data provided to the Lead State by the Contract Vendor. In addition, the Minnesota Government Data Practices Act	Dell requests modified language which was included in the MN PA to WSCA: **Security Practices and Preventive Controls** The Contract Vendor will use reasonable commercial efforts to help ensure that the Contract Vendor and any subcontractors or third parties involved in

GOVERNMENT DATA PRACTICES.	applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contract Vendor in accordance with the Master Agreement that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch). In the event the Contract Vendor receives a request to release the data referred to in this article, the Contract Vendor must immediately notify the Lead State. The Lead State will give the Contract Vendor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contract Vendor or the Lead State. The Contract Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Master Agreement. In the event that the Contract Vendor subcontracts any or all of the work to be performed under the Master Agreement, the Contract Vendor shall retain responsibility under the terms of this article for such work.	assembling, manufacturing, packaging, distributing, handling, warehousing, transporting or shipping State of Minnesota goods, including goods intended to be but not yet delivered to the State of Minnesota, meet all applicable security standards and all applicable local, state, federal, and international laws, rules and regulations (hereinafter "supply chain security"). Contract Vendor must maintain certification in an official supply chain security program (ISO 28000, Customs-Trade Partnership Against Terrorism (C-TPAT), Authorized Economic Operator (AEO), or other program accepted in writing by the State of Minnesota, Office of Enterprise Technology (OET d/b/a MN.IT Services or MN.IT and the State of Minnesota, Department of Administration's Materials Management Division (MMD)) and comply with the program's security standards for all orders sourced from the Contract/Agreement. To demonstrate certification, Contract Vendor must provide to MMD and OET within one month following the effective date of this Contract/Agreement or amendment adding this Section, whichever is later, a letter verifying its certification status in an official supply chain security program and, if available, supporting documentation of its certification. Contract Vendor will promptly notify MMD and OET of any change to its certification status. Alternatively, if Contract Vendor is not certified or loses certification, Contract Vendor must complete an OET security form to confirm that it complies with supply chain security. The form will require supporting documentation of any responses and must be completed to OET's satisfaction. **Notification of Supply Chain Security Breach**

		Contract Vendor and its subcontractors will promptly notify MMD, OET, and the purchasing entity, if different from OET, of any breach of supply chain security involving State of Minnesota goods, including goods intended to be but not yet delivered to the State of Minnesota. Breach of supply chain security includes, but is not limited to, cargo theft, tampering, unauthorized access, or other activities that involve suspicious actions or circumstances. Goods received with viruses, malware or similar security deficiencies constitute breach of supply chain security. **Return/Rejection of Goods** If a breach of supply chain security has occurred or the State of Minnesota in good faith suspects a breach may have occurred, including evidence that packaging or goods were tampered with or damaged, the State may reject delivery of those goods and/or return any of those goods already delivered. Breach of supply chain security has the meaning described in the preceding Subsection "Notification of Supply Chain Security Breach." Rejection of delivery or return of goods shall be solely at the expense and responsibility of the Contract Vendor. The State of Minnesota may instruct Contract Vendor, at Contract Vendor's expense, to sanitize or destroy returned goods and, upon completing sanitization or destruction, Contract Vendor must provide a Certificate of Data Destruction that meets the requirements of the then current version of NIST Special Publication 800-88. The Certificate of Data Destruction must be provided to OET within one month following the completion of sanitization or destruction.

		At no additional expense to the State of Minnesota, Contract Vendor must provide within a reasonable time frame replacement goods for any goods that were rejected at delivery or returned due to a supply chain security breach.
SECTION 2: MASTER AGREEMENT TERMS AND CONDITIONS C. MINNESOTA TERMS AND CONDITIONS SECTION 17. INDEMNIFICATION~~, HOLD HARMLESS AND LIMITATION OF LIABILITY.~~ Updated in 11152013 redline rfp	The Contract Vendor shall indemnify, protect, save and hold harmless the Lead State and the Participating Entity, its representatives and employees, from any and all claims or causes of action, including all legal fees incurred by the Lead State and the Participating Entity arising from the performance of the Master Agreement by the Contract Vendor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contract Vendor may have with the Lead State and the Participating Entity's failure to fulfill its obligations pursuant to the Master Agreement. If the Participating Entity's laws require approval of a third party to defend Participating Entity, Participating Entity will seek such approval and if approval is not received, Contract Vendor is not required to defend that Participating Entity. **INTELLECTUAL PROPERTY INDEMNIFICATION.** The Contract Vendor warrants that any materials or products provided or produced by the Contract Vendor or utilized by the Contract Vendor in the performance of this Master Agreement will not infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such claim by any third party against the Participating Entity, the Participating Entity shall promptly notify the Contract Vendor. The Contract Vendor, at its own expense, shall indemnify; defend to the extent permitted by the Participating Entity's laws, and hold harmless the Participating Entity against any loss, cost, expense, or liability (including legal fees) arising out of such a claim, whether or not such claim is successful against the Participating Entity. If such a claim has occurred, or in the Contract Vendor's opinion is likely to occur, the Contract Vendor shall either procure for the Participating Entity the right to continue using the materials or products or replacement or modified materials or products. If an option satisfactory to the Participating Entity is not reasonably available, the Participating Entity shall return the materials or products to the Contract Vendor, upon written request of the Contract Vendor and at the Contract Vendor's expense. This remedy is in addition to any other remedy provided by law	There is no Limitation of Liability specified. This indemnity is overly broad. It should be limited to 3rd party claims. It should be measured by a direct causation standard from the parties gross negligence or willful misconduct in the performance under this Agreement. It should be limited to death, injury or damage to tangible real property. It should also be mutual, as your employees could cause damage and injury or death to our personnel. Dell requests: Each party shall defend and indemnify the other party against any third-party claim or action for personal bodily injury, including death, to the extent directly caused by the indemnifying party's gross negligence or willful misconduct in the course of performing its obligations under this Master Agreement. Dell shall defend and indemnify you against any third-party claim or action that Products, Software, Services or Deliverables (excluding Third-Party Products and open source software) prepared or produced by Dell and delivered pursuant to this Agreement infringe or misappropriate that third party's U.S. patent, copyright, trade secret, or other intellectual property rights (**"Indemnified Claims"**). In addition, if Dell receives prompt notice of an Indemnified Claim that, in Dell's reasonable opinion, is likely to result in an adverse ruling, then Dell shall at its option, (1) obtain a

		right for you to continue using such Products, Deliverables or Software or allow Dell to continue performing the Services; (2) modify such Products, Software, Services or Deliverables to make them non-infringing; (3) replace such Products, Software, Services or Deliverables with a non-infringing equivalent; or (4) refund any pre-paid fees for the allegedly infringing Services that have not been performed or provide a reasonable depreciated or pro rata refund for the allegedly infringing Product, Deliverables or Software. Notwithstanding the foregoing, Dell shall have no obligation under this Section for any claim resulting or arising from (1) modifications of the Products, Software, Services Deliverables that were not performed by or on behalf of Dell; (2) the combination, operation, or use of the Products, Software, Services or Deliverables in connection with a third-party product, software or service (the combination of which causes the claimed infringement); or (3) Dell's compliance with your written specifications or directions, including the incorporation of any software or other materials or processes provided by or requested by you. Dell's duty to indemnify and defend under this Section 12.d. is contingent upon: (x) Dell receiving prompt written notice of the third-party claim or action for which Dell must indemnify Customer, (y) Dell having the right to solely control the defense and resolution of such claim or action, and (z) your cooperation with Dell in defending and resolving such claim or action. This Section 12.d. states Customer's exclusive remedies for any third-party intellectual property claim or action, and nothing in this Agreement or elsewhere will obligate Dell to provide any greater indemnity to Customer.

SECTION 2: MASTER AGREEMENT TERMS AND CONDITIONS C. MINNESOTA TERMS AND CONDITIONS SECTION 24. PERFORMANCE WHILE DISPUTE IS PENDING.	Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under the Master Agreement that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under the Master Agreement, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.	If state breaches obligations pursuant to this agreement, Vendor should not be required to perform. Dell requests removal of this requirement.
SECTION 2: MASTER AGREEMENT TERMS AND CONDITIONS C. MINNESOTA TERMS AND CONDITIONS SECTION 27. PUBLICITY.	Any publicity given to the program, publications or services provided resulting from a State contract for goods or services, including but not limited to notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contract Vendor, or its employees individually or jointly with others, or any subcontractors, shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Master Agreement prior to its approval by the State's Authorized Representative and the State's Assistant Director or designee of Materials Management Division. The Contract Vendor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of the Master Agreement without the prior written consent of the State's Assistant Director or designee of Materials Management Division. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.	Must be mutual. Dell also has restrictions on publicity, press releases, use of Dell logo. Dell requests: Any publicity given to the program, publications or services provided resulting from a State contract for goods or services, including but not limited to notices, informational pamphlets, press releases, research, reports, signs and similar public notices shall not be released except upon mutual agreement of the parties in writing. Neither party shall make any representations of opinion or position as to the quality or effectiveness of the products and/or services that are the subject of the Master Agreement without the prior mutual written consent. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.
SECTION 2: MASTER AGREEMENT TERMS AND CONDITIONS C. MINNESOTA TERMS AND CONDITIONS SECTION 28. PURCHASE ORDERS.	The State requires that there will be no minimum order requirements or charges to process an individual purchase order. The Master Agreement number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.). The Ordering Entity's purchase order constitutes a binding contract	Understood. Dell would request inclusion of the following in this section. Any preprinted terms on your purchase order shall be given no force or effect and no terms of a purchase order that conflict with this Agreement shall be binding on Dell.

SECTION 2: MASTER AGREEMENT TERMS AND CONDITIONS C. MINNESOTA TERMS AND CONDITIONS SECTION 30. RISK OF LOSS OR DAMAGE.	The State is relieved of all risks of loss or damage to the goods and/or equipment during periods of transportation, and installation by the Contract Vendor and in the possession of the Contract Vendor or their authorized agent.	Loss or damage that occurs during shipping by a carrier selected by Dell is Dell's responsibility. Loss or damage that occurs during shipping by a carrier selected by you is your responsibility. Shipping and delivery dates are provided as estimates only. You must notify Dell within 21 days of the date of your invoice or acknowledgement if you believe any part of your order is missing, wrong or damaged.
SECTION 2: MASTER AGREEMENT TERMS AND CONDITIONS C. MINNESOTA TERMS AND CONDITIONS SECTION 32. STATE AUDITS.	(Minn. Stat. § 16C.05, subd. 5). The books, records, documents, and accounting procedures and practices of the Contract Vendor or other party, that are relevant to the Master Agreement or transaction are subject to examination by the contracting agency and either the Legislative Auditor or the State Auditor as appropriate for a minimum of six years after the end of the Master Agreement or transaction. The State reserves the right to authorize delegate(s) to audit this Master Agreement and transactions.	As stated above: Dell would request that advance notice of any audits be provided in writing in advance to Dell. Audits should be limited to one time per year. The contracting agency shall pay all costs and expenses associated with such examination.
Terms not addressed above and requested to be included	Purchases of Products, Software or Services under this Agreement shall be solely for Customer's own internal use and not for resale purposes.	
	Taxes, shipping and handling charges are not included in Product prices unless expressly indicated at the time of sale.	
	Unless you provide Dell with a valid and accurate tax-exemption certificate applicable to your Product purchase and ship-to location, you are responsible for sales tax and any other taxes or governmental fees associated with your order. Customer may qualify for tax exemptions from time to time in which case Dell requests that Customer provide it with a valid certificate of exemption or other appropriate documentary proof of exemption. The charges stated in the order or any invoice shall be inclusive of all duties, levies or any similar charges and shall exclude VAT or equivalent sales or use tax. Unless otherwise specified in writing by Dell, Customer shall pay all freight, insurance and taxes (including but not limited to import or export duties, sales, use, value add and excise taxes). Dell shall provide Customer with a valid invoice in accordance with VAT or other applicable law. In the event that Customer is required by law to make a withholding or deduction in respect of the price payable to Dell, Customer will make the relevant payments to Dell net of the required withholding or deduction. Customer will supply to Dell evidence (e.g. official withholding tax receipts), to the reasonable satisfaction of Dell, that Customer has accounted to the	

	relevant authority for the sum withheld or deducted. If such evidence is not provided to Dell within 60 days of remittance to the applicable tax authority, Dell will impose a penalty payment on Customer, and Customer will be liable for such penalty, in the amount of the withholding imposed on that particular transaction.	
	Prices. Quoted prices will remain in effect only until the expiration date of the quote or Dell's acceptance of your order, and such prices are subject to shortages in materials or resources, increases in the cost of manufacturing or other factors.	
	Changed or Discontinued Products, Software or Services. Dell's policy is one of ongoing update and revision. Dell may revise or discontinue Product, Software or Services offerings at any time without prior notice to Customer. A change in a Product, Software or Service may occur after a Customer places an order but before Dell ships the Product or Software or performs the Service. As a result, Products, Software or Services Customer receives might display minor differences from the Products, Software or Services Customer orders. However, the Dell-branded Software and Products will meet or exceed all material specifications of such order. Parts used in repairing or servicing Products may be new, equivalent-to-new or reconditioned.	
	Returns and Exchanges. Dell's return policy can be found at www.dell.com/returnspolicy and you agree to those terms. Before returning or exchanging a Product, you must contact us directly to obtain an authorization number to include with your return. You must return Products to us in their original or equivalent packaging, and you are responsible for risk of loss, as well as shipping and handling fees. Additional fees, including up to a 15% restocking fee, may apply. If you fail to follow the return or exchange instructions provided by Dell, Dell will not be responsible for any loss, damage, or modification of a Product, or processing of a Product for disposal or resale. Credit for partial returns may be less than invoice or individual component prices due to bundled or promotional pricing associated with your original purchase.	
	Service Agreements. Dell may provide Services, Software or Deliverables to you in accordance with one or more "Service Agreements." **"Service Agreements"** are service contracts, including "Service Descriptions" available at www.dell.com/servicecontracts/us, "Statements of Work," and any other such mutually agreed upon documents. Each Service Agreement will be interpreted as a single agreement, independent of any other Service Agreement, so that all of the provisions are given as full effect as possible.	
	Each Service and license to Software will continue for the term stated in the Service Agreement or the Software license, unless otherwise terminated.	
	Suspension or Modification of Software or Services. Dell may suspend, terminate, withdraw or discontinue all or part of the Services or your access or one or more users'	

	access to the Software (and third-party software) upon receipt of a subpoena or law-enforcement request, or when Dell believes, in its sole discretion, that you (or your users) have breached any term of this Agreement or an applicable Service Agreement or are involved in any fraudulent, misleading or illegal activities. With respect to Software provided or otherwise made available to you by Dell in connection with Services, it may be necessary for Dell to perform scheduled or unscheduled repairs or maintenance or remotely patch or upgrade the software, which may temporarily degrade the quality of the Services or result in partial or complete outage of the Software. Dell provides no assurance that you will receive advance notification of such activities or that the Software or Services will be uninterrupted or error-free. Unless otherwise agreed to in writing between you and Dell, any degradation or interruption in the Software or Services shall not give rise to a refund or credit of any fees paid by you. YOU AGREE THAT THE OPERATION AND AVAILABILITY OF THE SYSTEMS USED FOR ACCESSING AND INTERACTING WITH THE SOFTWARE, INCLUDING TELEPHONE, COMPUTER NETWORKS,,AND THE INTERNET, OR TO TRANSMIT INFORMATION, CAN BE UNPREDICTABLE AND MAY, FROM TIME TO TIME, INTERFERE WITH OR PREVENT ACCESS TO OR USE OR OPERATION OF THE SOFTWARE. DELL SHALL NOT BE LIABLE FOR ANY SUCH INTERFERENCE WITH OR PREVENTION OF YOUR ACCESS TO OR USE OF THE SOFTWARE.	
	Support Services. **A. Your Responsibilities.** When Services consist of repair of Dell-branded systems, such Services shall be those repair services that are necessary to fix a defect in materials or workmanship of a system or any standard system component covered by this Agreement. Preventive maintenance is not included. Repairs necessitated by software problems, or as a result of alteration, adjustment or repair by anyone other than Dell (or its representatives) are not included. Unless otherwise expressly provided in a Service Agreement, Services do not include repair of any system or system component that has been damaged as a result of (1) accident, misuse or abuse of the system or component (such as use of incorrect line voltages or fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions) by anyone other than Dell (or its representatives); (2) the moving of the system from one geographic location or entity to another; or (3) an act of nature such as lightning, flooding, tornado, earthquake or hurricane. **Customer Authorization for Provision of Services.** Some	

	warranties or service-contracts for Third-Party Products may become void if Dell or anyone other than an authorized service provider provides services for or works on such hardware or software (such as providing maintenance or repair services for the Third-Party Products). DELL DOES NOT TAKE RESPONSIBILITY FOR ANY EFFECT THAT THE DELL SERVICES MAY HAVE ON THOSE WARRANTIES OR SERVICE CONTRACTS. You authorize Dell to use or otherwise access any and all Customer-provided Third-Party Products as necessary or as requested by Customer in Dell's performance of the Services, including copying, storing and reinstalling a backup system or data. You shall defend, indemnify and hold Dell harmless from any third-party claim or action arising out of your failure to provide such authorization (such as obtain appropriate licenses, intellectual-property rights or any other permissions, regulatory certifications or approvals associated with technology, software or other components.	
	Software. **A. Accompanying License.** Software is subject to the separate software license agreements accompanying the software, along with any product guides, operating manuals or other documentation included with the software media packaging or presented to Customer during the installation or use of the Software. Customer agrees that Customer will be bound by such license agreement. **B. Software License from Dell.** With respect to Software provided or otherwise made available to you by Dell in connection with the Services, if no license terms accompany the Software, then subject to your compliance with the terms set forth in this Agreement, Dell hereby grants Customer a personal, nonexclusive license to access and use such Software only during the term of the Services and solely as necessary for Customer to enjoy the benefit of the Services as stated in the applicable Service Agreements. I. **Restrictions.** Customer may not copy, modify or create a derivative work, collective work or compilation of the Software, and may not reverse engineer, decompile or otherwise attempt to extract the code of the Software or any part thereof. Customer may not license, sell, assign, sublicense or otherwise transfer or encumber the Software; may not use the Software in a managed-services arrangement; and may not use the Software in excess of the authorized number of licensed seats for concurrent users, sites or other criteria specified in the applicable Service Agreements. In addition, Customer may not access the Software to monitor its availability, performance or functionality, or for any other benchmarking or competitive purpose. II. Customer is further prohibited from (1) attempting to use or gain unauthorized access to Dell or to any third party's networks or equipment; (2) permitting other individuals or entities to use the Software or copy the Software or Services; (3) attempting to probe, scan or test	

	the vulnerability of Software or a system, account or network of Dell or any of its customers or suppliers; (4) interfering or attempting to interfere with service to any user, host or network; (5) engaging in fraudulent activity of any nature; (6) transmitting unsolicited bulk or commercial messages; (7) restricting, inhibiting or otherwise interfering with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Software (except for tools with safety and security functions); or (8) restricting, inhibiting, interfering with or otherwise disrupting or causing a performance degradation to any Dell (or Dell Service supplier) facilities used to deliver the Services. III. **Audit.** You hereby grant Dell, or an agent designated by Dell, the right to perform an audit of your use of the Software during normal business hours; you agree to cooperate with Dell in such audit; and you agree to provide Dell with all records reasonably related to your use of the Software. The audit will be limited to verification of your compliance with the terms of this Agreement. IV. **Open Source Software.** A portion of the Software may contain or consist of open source software, which you may use under the terms and conditions of the specific license under which the open source software is distributed. THIS OPEN SOURCE SOFTWARE IS DISTRIBUTED IN THE HOPE THAT IT WILL BE USEFUL, BUT IS PROVIDED "AS IS" WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY REGARDING TITLE OR AGAINST INFRINGEMENT. IN NO EVENT SHALL DELL, THE COPYRIGHT HOLDERS, OR THE CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS OPEN SOURCE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.	
	High-Risk Disclaimer. The Dell-branded Products, Software and Services are not fault-tolerant and are not designed or intended for use in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, life-support machines or any other application in which the failure of the products, software or services could lead directly to death, personal injury or severe physical or property damage (collectively, **"High-Risk Activities"**). Dell expressly disclaims any express or implied warranty of fitness for High-Risk Activities.	
	NOTHING IN THIS AGREEMENT WITH REGARDS TO WARRANTY, INDEMNIFICATION OR LIMITATION OF	

	LIABILITY SHALL EXCLUDE OR LIMIT DELL'S WARRANTY OR LIABILITY FOR LOSSES THAT MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT, BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. SOME JURISDICTIONS DO NOT ALWAYS ENFORCE CLASS ACTION OR JURY WAIVERS, AND MAY LIMIT FORUM SELECTION CLAUSES AND STATUTE OF LIMITATIONS PROVISIONS, AS SUCH, ONLY THE LIMITATIONS THAT ARE LAWFULLY APPLIED TO YOU IN YOUR JURISDICTION WILL APPLY TO YOU, AND DELL'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.	
	Limitation of Liability I. DELL WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS, SOFTWARE OR SERVICES PROVIDED HEREUNDER. EXCEPT FOR YOUR BREACH OF PAYMENT OBLIGATIONS OR CONFIDENTIALITY REQUIREMENTS, NEITHER PARTY SHALL HAVE LIABILITY FOR THE FOLLOWING: (1) LOSS OF REVENUE, INCOME, PROFIT OR SAVINGS; (2) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF A SYSTEM OR NETWORK OR THE RECOVERY OF SUCH; (3) LOSS OF BUSINESS OPPORTUNITY; (4) BUSINESS INTERRUPTION OR DOWNTIME; OR (5) DELIVERABLES, DELL PRODUCTS OR THIRD-PARTY PRODUCTS NOT BEING AVAILABLE FOR USE. II. DELL'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING ANY PRODUCTS, SOFTWARE, OR SERVICES PROVIDED HEREUNDER) IN ANY 12-MONTH PERIOD SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER DURING THE PRIOR 12 MONTHS OF THIS AGREEMENT FOR THE SPECIFIC PRODUCT, SOFTWARE OR SERVICE GIVING RISE TO SUCH CLAIM(S). III. THESE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT OR OTHERWISE. THE PARTIES AGREE THAT THESE LIMITATION OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR DELL'S SALE OF PRODUCTS, SOFTWARE OR SERVICES TO CUSTOMER, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.	
	Export Compliance. You acknowledge that the Products, Software and Services provided under this Agreement, which may include technology and encryption, are subject to the customs and export control laws and regulations of the United States ("U.S."), may be rendered or performed	

	either in the U.S., in countries outside the U.S., or outside of the borders of the country in which you or your system is located, and may also be subject to the customs and export laws and regulations of the country in which the Products, Software or Services are rendered or received. You agree to abide by those laws and regulations. You further represent that any software provided by you and used as part of the Products, Software or Services contains no encryption or, to the extent that it contains encryption, such software is approved for export without a license. If you cannot make the preceding representation, you agree to provide Dell with all of the information needed for Dell to obtain export licenses from the U.S. Government or any other applicable national government and to provide Dell with such additional assistance as may be necessary to obtain such licenses. Notwithstanding the foregoing, you are solely responsible for obtaining any necessary licenses relating to the export of software. Dell also may require export certifications from you for software. Dell's acceptance of any order for Products, Software, or Services is contingent upon the issuance of any applicable export license required by the U.S. Government or any other applicable national government; Dell is not liable for delays or failure to deliver Products, Software, or Services resulting from your failure to obtain such license or to provide such certification. Each Party agrees to indemnify, defend and hold the other harmless from any third-party claims, demands, or causes of action against the other due to the indemnifying party's violation or alleged violation of the applicable export laws, regulations or orders. **Excluded Data**. Customer acknowledges that Software and Services provided under this Agreement are not designed with security and access management for the processing and/or storage of the following categories of data: (1) data that is classified and or used on the U.S. Munitions list, including software and technical data; (2) articles, services and related technical data designated as defense articles and defense services; (3) ITAR (International Traffic in Arms Regulations) related data; and (4) other personally identifiable information that is subject to heightened security requirements as a result of Customer's internal policies or practices or by law (collectively referred to as "Excluded Data"). Customer hereby agrees that Customer is solely responsible for reviewing its data that will be provided to Dell (or to which Dell will have access) to ensure that it does not contain Excluded Data.	
	For all sales of Microsoft products and services by Dell hereunder, the following language shall apply: this Agreement establishes the price Ordering Entity shall pay Dell for Microsoft software, software assurance, and other products (collectively the “Microsoft Products”) resold to Ordering Entity by Dell pursuant to the terms and conditions herein. This Agreement is the only Agreement relevant to Customer’s price for Microsoft Products resold by Dell and applies notwithstanding any separate agreements Customer may have with	

	Microsoft. Notwithstanding any language to the contrary in any agreement with Microsoft or any marketing or other published material, Customer's price for all Microsoft Products shall be the price established by this Agreement. If the price established by this Agreement changes at any time during a Customer enrollment in any Microsoft program (for example, during an Enrollment under a relevant Enterprise Agreement), then Customer shall pay the new price established by this Agreement.	
	Dell Software (Quest) Licensor: Dell Software Group *or* DMLP Software License Agreement: Adobe Acrobat Document	
	Dell Software Group entities (AppAssure, SonicWALL, KACE, Enstratius, Boomi, M1) Licensor: Dell Software Group *or* DMLP Software License Agreement: Adobe Acrobat Document	
	Other Dell entities (Wyse, Clerity, Gale, Credant, system software) Licensor: various Software License Agreement: Dell End User License Agreement — Type A This is for Application Software. Application Software performs specialized data processing tasks for the user and includes software specifically designated by Dell. End User License Agreement — Type S This is for System Software. System Software provides basic hardware functionality and platforms for applications to run (like firmware and BIOS), manages products in which it is embedded and includes software specifically designated by Dell. OR Click-through	
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	expiration or termination of this Statement of Work. The terms and conditions of the executed Agreement and/or the Participating Addendum will constitute the entire agreement between the parties and shall supersede all prior agreements, including but not limited to any terms contained within or attached to a customer purchase order. OR 1. MSS Services will be provided in accordance with the Service Level Agreement attached as Exhibit A. 2. Customer is granted a limited, nontransferable and nonexclusive license to access and use, during the term of the MSS Services engagement, the hardware, proprietary software (in object code format only), and related documentation ("MSS Products") for Customer's internal security purposes only. Dell retains ownership of all right, title and interest in and to the MSS Products. Customer cannot transfer any of the MSS Products to any third party or otherwise use any MSS Product for the benefit of any third party; copy the MSS Products; decipher, decompile, disassemble, reconstruct, translate, or reverse engineer any source code or underlying ideas, algorithms, file formats, programming, or interoperability interfaces of any of the MSS Products; use any MSS Products to operate in or as a time-sharing, outsourcing, service bureau, hosting, application service provider or managed service provider environment; or, alter or duplicate any aspect of any MSS Products. 3. Customer owns all right, title and interest in and to Customer data (including data in any summaries, analyses or reports generated in connection with the MSS Services). Customer grants to Dell a limited, non-exclusive license to use all such Customer data provided by Customer or accessed or used by Dell solely to perform the MSS Services. Customer represents and warrants that it has the right to grant such license. Customer owns all right, title and interest in and to the deliverables and other tangible work product prepared by Dell specifically for Customer. 4. Dell owns all right, title and interest in and to all intellectual property, including patents, copyrights, trademarks, trade secrets and other proprietary information, and all inventions, methods, processes, and computer programs (including any source code, object code, enhancements and modifications), in any work developed by Dell in connection with the performance of the Services, except reports prepared exclusively for Customer. During the Term, Customer assigns to Dell all right, title and interest in any copyrights that Customer may have in such work. Dell grants to Customer a limited, non-exclusive license to use such works solely for the purpose of receiving the Services. 5. The charges reflected hereunder do not include taxes. Customer will be responsible for any sales, use, value-added or import taxes, customs duties or similar taxes, if applicable, assessed in accordance with applicable	

	law with respect to the provision of the Services or goods received from Dell, which shall be invoiced separately. Immediately after the Effective Date of this Service Order, Dell shall send Customer an invoice for the first twelve (12) months of the Services for the Initial Term, plus any other fees due during the Initial Term. If the Initial Term is more than one (1) year in duration, then following the first twelve (12) months of the term, Dell shall send an invoice for each subsequent twelve (12) month period during the Initial Term of this Agreement. 6. In the event of any expiration of termination of the WSCA Agreement and / or the [INSERT STATE and/or ENTITY NAME] Participating Addendum prior to the end of the full term of this Service Order, this Service Order will continue through the full term of the Service Order, and the terms of the WSCA Agreement and the [INSERT STATE and/or ENTITY NAME] Participating Addendum will continue to apply through the expiration or termination of this Service Order.	

Appendix

Dell is providing an overview of our products as additional material.

OptiPlex XE

Long-Lifecycle Embedded Desktop Solution

With its long lifecycle, superior manageability and purpose-built design, the Dell OptiPlex XE provides a stable and cost-efficient embedded desktop solution for original equipment manufacturers (OEMs), retail point-of-sale (POS) and harsh-environment industries.

- Designed for higher temperatures and hardened environments
- Genuine Windows 7 Home Basic 32-Bit
- Genuine Windows 7 Home Premium 32-Bit
- Genuine Windows 7 Professional 32-Bit
- Genuine Windows 7 Professional 64-Bit
- Genuine Windows Vista Home Basic 32-Bit
- Genuine Windows Vista Business 32-Bit
- Genuine Windows Vista Business 64-Bit
- nSeries FreeDOSTM
- Guaranteed 3.5-year purchase lifecycle on key hardware and software components
- Broadcom TruManage™ technology for simplified remote management

Purpose-Built Design

Engineered to thrive under demanding day-to-day use, the OptiPlex™ XE features a purpose-built design that solves the unique challenges of hot, dusty, small and enclosed spaces.

- Design that fits under the counter, on the desktop or inside an enclosure, the OptiPlex™ XE offers two form-factor options with the ability to mount in virtually any orientation required. An optional external power button provides easy access for kiosks and other enclosed-space uses
- Ready to take the heat: Designed to run 24/7 in enclosed spaces, the OptiPlex™ XE is specified to operate at ambient temperatures of up to 45°C (113°F). An optional ducting kit can boost heat tolerance up to 55°C (131°F)
- Peripheral perfect: With native support for PS/2, Serial (RS-232), VGA and up to 10 USB connections, including powered, the OptiPlex™ XE can support a wide variety of new and legacy peripherals

Stability

The OptiPlex XE offers long-term system stability, customizable integrated solutions, and a low total cost of ownership for OEMs and retail/point-of-sale (POS) customers

- Three-and-a-half-year purchase life cycle: A three-and-a-half-year purchase life cycle (which includes the locking of key hardware and software components) helps reduce the cost and complexity normally associated with system recertification. Add optional service and support features to supplement the standard limited hardware warranty

- Long managed transitions: A six-month managed-transition period makes it easy to maintain a consistent work environment while planning for future deployments
- Dell™ OEM Solutions: With the OptiPlex XE, Dell offers OEMs the option of a holistic solution that extends from custom branding and factory integration to phenomenal service and support. Contact your Dell representative today to build an OEM solution that meets your needs and budget.

Dell OptiPlex XE	
Processor	Intel Core 2 Duo (E8400, E7400) Intel Pentium Dual CoreTM (E5300) Intel Celeron (440)
Operating System	Genuine Windows 7 Home Premium, 32-bit, English, No Media Genuine Windows 7 Professional, 32-bit, English, No Media Genuine Windows 7 Professional, 64-bit, English, No Media Genuine Windows 7 Professional,w XP Mode, 32-bit, English,No Media Genuine Windows 7 Professional,w XP Mode, 64-bit, English,No Media Genuine Windows 7 Ultimate, 64-bit, English, No Media Genuine Windows 7 Ultimate,w XP Mode, 64-bit, English, No Media
Memory	Up to 8GB4 DDR3 SDRAM at 1333Mhz - 4 DIMMS
Chipset	Intel Q45 Express Chipset w/ICH10DO
Video Card	Integrated Video, Intel GMA 4500, DisplayPort/ VGA DVI (Digital) Adapter Card, Low Profile 512MB ATI Radeon HD 4550 (1 DP & 1 DVI), Low Profile
Hard Drive	Up to 500GB4 SATA hard drive
Connectivity	Dual Integrated Broadcom BCM5761 NetXtreme and Broadcom BCM57780 NetLink 10/100/1000 Optional Dell Wireless 1520 WLAN card (802.11n)
Ports	6 External USB 2.0 ports 1 External 24V Powered USB port 2 Serial 2 RJ-45 2 PS/2 1 VGA 1 Display Port 1 Line-in/Microphone 1 Line-out
Slots & Chassis	DESKTOP Dimensions (H x W x D) (cm / inches) 10.93 x 39.65 x 34.91 / 4.30 x 15.61 x 13.75 Weight (kg/ lbs): 9.38 / 20.60 Number of Bays: 2 internal 8.8cm (3.5) 1 external 13.3cm (5.25) Expansion Slots:

Dell OptiPlex XE	
	1 low-profile PCIe x16 1 low-profile PCIe x 1 (Optional combo risers convert the PCIe x16 and PCI into full height slots or PCIe x16 and PCIe X1 into full height slots) 2 low-profile PCI (Optional riser converts the 2 PCI into full height slots) DIMM Slots: 4 Small Form Factor: Dimensions (H x W x D) (cm / inches) 8.52 x 28.96 x 32.36 / 3.35 x 11.40 x 12.74 Weight (kg/ lbs): 6.48 / 14.3 Number of Bays: 1 internal 8.8cm (3.5) 1 external 13.3cm (5.25) (slimline) Expansion Slots: 1 low-profile PCIe x16 1 low-profile PCI DIMM Slots: 4
Peripheral Options	**Monitors:** Dell Entry Standard and Widescreen Flat Panel Analog: Dell E170S, E190S, E1912H, E1911, E2011H, E2211H Dell Professional Digital Standard and Widescreen Flat Panel: Dell P170S, P190S, P1911, P2011H, P2211H, P2311H **Keyboards:** Dell USB Entry Keyboard, Dell Multimedia Pro Keyboard **Mouse:** Dell USB Optical Mouse, Dell Laser Mouse **Audio Speakers:** Internal Dell Business audio speaker, Dell AX510 Sound Bar Speakers
Security	Trend Micro Worry-Free Business Security Services (up to 3 year subscription) Dell Data Protection / Access Chassis lock slot and lock loop support Chassis Intrusion Switch Setup/BIOS Password
Systems Management	Broadcom TruManage™ Technology System Manage or No System Management options
Regulatory	Environmental Standards (eco-labels) ENERGY STAR 5.0, EPEAT Gold, EuP, CECP, TCO 05, WEEE, Japan Energy Law, CEC, Japan Green PC, FEMP, South Korea Eco-label, EU RoHS, China RoHS Other Environmental Options

Dell OptiPlex XE	
	Dell Energy Smart settings (select configurations); Carbon Off-set; System Recycle (Asset Recovery Service) Regulatory and Environmental Compliance Regulatory Model (Desktop): D01D Regulatory Type (Desktop): D01D001 Regulatory Model (Small Form Factor): D01S Regulatory Type (Small Form Factor): D01S001
Power	**Desktop**: 300W 88% Efficient PSU; Energy Star 5.0 compliant, Active PFC **Small Form Factor:** 280W 88% Efficient PSU; Energy Star 5.0 compliant, Active PFC
Warranty	Limited Hardware Warranty5; Standard 3-year Next Business Day On Site Service after Remote Diagnosis6; Optional 3-year Dell ProSupport™ for IT3; 4-year and 5-year service and support extension options

Latitude E-Family

The Latitude E-Family introduces manageability; security and productivity for the best return on your IT spend.

The Latitude E-Family emphasizes world class design, innovation and usability. The inspired mobile design works as hard as you anytime, anywhere and any place – backed by Dell's mobility services for maximum productivity.

The E-Family delivers:

- Durability in a thin, light and spectacular design with solid state hard drives
- Work without interruption with All Day battery life, featuring up to 9 hours of battery life with 9-cell battery on mainstream laptops, fast boot times and enhanced connectivity with Dell ControlPoint connection manager
- A suite of services that helps users maximize productivity while on the road and helps IT manage deployments more effectively

Design & Durability

Awkward operating functions and weak design are the bane of a mobile workforce. Work on the go requires resilience and convenience.

The E-Family offers:

- Rugged construction with Tri-metal casing, anodized aluminum display LCD backing and zinc latches
- Increased stiffness and strength from a magnesium alloy internal structure
- Spill-resistant keyboard and highly durable powder-coated base that minimizes scratches
- Added screen protection from a 360-degree LCD bumper and LCD seal

All Day Computing

Dead batteries and poor connections can hamper productive work. To be mobile, you need the right access at the right time and place. Work without interruption and connect easily where you want with our all day battery life and wireless connection manager.

- Stay mobile longer with 2.8 and 3.0 Ahr batteries—the highest capacities on the market
- Recover faster with optional ExpressCharge—charges to 80% in just an hour
- No more downtime in-flight or in low light with the only commercial laptop to offer an optional backlit keyboard
- Intel Turbo Boost Technology 2.0 adapts performance for demanding tasks and saves energy when performance isn't needed
- Intel Hyper-Threading Technology paired with Intel Turbo Boost Technology 2.0 delivers more efficient performance and completes tasks more quickly
- Up to two times faster multitasking and up to four times faster data encryption versus a three-year-old PC
- Improved graphics with Intel HD Graphics 30006 and optional NVIDIA NVS 4200M Discrete Graphics

Confident Security

Combine reliable design with a strong Intel partnership to keep your valuable data secure.

- Fast Response Free-Fall Sensors and StrikeZone help protect against data lost during unexpected mishaps
- Armor-plated access prevention from Dell Data Protection | Access, Dell ControlVault, contactless smart card and fingerprint reader login
- Remotely access encrypted drives that require pre-boot authentication and manage settings even if the laptop is turned off
- In the event of loss or theft, remotely disable laptops at the hardware level

Efficient Manageability

Taking control of operations and spending is not easy. The E-Family provides the opportunity to manage IT, minimize total cost of ownership and protect investment.

- Twenty six individual models—one dock
- Quickly customize models with optional hard drives, optical drives, batteries and USB 3.0 through a single media bay
- Simplify upgrades and maintenance with single access service door
- Modular batteries mean easy swapping across the entire line of next generation Latitude models
- Remote configuration, diagnosis, isolation and repair of infected laptops with Intel vPro helps reduce maintenance costs

Dell Venue 11 Pro Ecosystem

Effectively create, share and view for maximum productivity with Dell accessories recommended for your Dell Venue 11 Pro tablet.

Dell Tablet Keyboard – Slim

Key features:

- The speed and comfort of a classic keyboard to a tablet for best productivity
- Full-size keyboard with tactile response
- Super-thin light weight design for higher productivity and also screen protection
- Easy snap on with magnetic connectors
- Single angle viewing of your tablet
- Including holder for a stylus
- Windows 8 compliant keyboard

Dell Tablet Keyboard - Mobile

Shift from Tablet to Notebook effortlessly. When you dock with the Travel Keyboard, you increase your tablet battery life by 50% (providing all-day productivity without plugging into an electrical source).

Key Features:

- Full-size keyboard, with isolated well-spaced chiclet keys for effortless typing
- Mouse cursor control with high precision, gesture touch pad
- Built-in rechargeable battery to extend tablet battery life
- Lightweight slim design yet sturdy to dock your tablet.
- Multi angle viewing of your tablet using a built in hinge
- Windows 8 compliant Keyboard
- Compatible with the Dell Tablet Case / back cover

Dell Tablet Dock

Key features:

- Sturdy, ergonomic design
- Three full-sized USB 3.0 ports on the dock, plus one USB 3.0 port on the tablet for connecting I/O devices, flash drives and other peripherals
- Dual Display out ports – full-size HDMI and full-size DP ports for display extension (Dual display capable on Tablet Pro 11 models 7130 & 7139)
- RJ45 port on the dock for reliable wired connections
- 3.5mm audio line out for connecting speakers and headsets

Dell Tablet Case

Key features:

- Custom-molded to fit Tablet 11 Pro
- Lightweight, protective back cover provides rear and side tablet protection
- Impact resistant Polycarbonate material is easily wiped clean
- Allows access to all ports, so you do not need to remove the case when using your tablet with the Dell Tablet Dock or the Dell Tablet Keyboard-Mobile
- Not compatible with the Dell Tablet Keyboard – Slim

Dell Tablet Folio

Key features:

- Custom-molded to fit Tablet 11 Pro
- Lightweight, protective covering
- Screen cover folds back to create stand for easy viewing or typing
- Impact resistant Polycarbonate material is easily wiped clean
- Screen cover is easily removable for use with Tablet Dock or Mobile Keyboard without the need to remove the back cover

Dell Active Stylus

Key features:

- Ergonomic design is easy to hold for long time periods
- Active stylus with hovering sensor and pressure-sensitive technology (allowing you to mimic a traditional pen)
- 2 button operation for easy access to functions, including erasing, highlighting, and clicking.
- Up to 4 times the precision of existing pens – with a fine 1mm tip
- Easy to use with no calibration required
- Long battery life, up to 1 year with AAA battery
- Compatible with Dell Venue 11 Pro and Venue 8 Pro

Dell Precision Workstations

Performance

Power through resource-exhausting and graphics-intensive engineering and analysis workloads with superb performance precisely tuned to demanding user needs.

- Dell Precision offers the world's most powerful mobile workstation, tower workstation and rack workstation

- Massive memory with up to 512GB11,12 for desktops and up to 32GB for mobiles
- Cutting-edge, workstation-class graphics with the latest NVIDIA Quadro and AMD FirePro technologies
- Dell Precision Performance Optimizer is the world's first automated workstation performance tool

Smart Design

Delivering innovative and award-winning workstation design that allows professionals to work smarter.

- Award winning, best in class tower chassis design offers a straightforward, clutter-free interior providing easy access to components for superior serviceability
- The only mainstream tower workstations with externally accessible, tool-free power supply
- Mobile workstations with flexible storage options including an easy eject hard drive, minicard and SSD storage devices and optional RAID 0/1/513.

Dependability

Dependable workstations tested, certified and supported for maximum uptime.

- ISV certified for professional-grade software
- Secure, manageable and serviceable workstations that seamlessly integrate into your environment
- Comprehensive encryption, advanced authentication, and leading-edge malware prevention from a single source offered only by Dell.
- Confidently plan future product roll-outs with long lifecycles, transitions and ImageWatch for an advanced look at software and hardware changes
- Three-year Limited Hardware Warranty14 standard on all Dell Precision workstations15

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[11] GB means 1 billion bytes and TB equals 1 trillion bytes; significant system memory may be used to support graphics, depending on system memory size and other factors.
[12] A 64-bit OS is required to support 4GB or more of system memory. Max memory with Windows 7 is 192GB. Greater than 192GB requires RHEL 6.4 or Windows 8 64Bit
[13] Available on the Precision M4800 and M6800
[14] For copy of Ltd Hardware Warranty, write Dell USA LP, Attn: Warranties, One Dell Way, Round Rock, TX 78682 or see www.dell.com/warranty.
[15] Except the Dell Precision T1700 which offers a one year Limited Hardware Warranty standard.

Service and support[16]

While Dell Precision workstations are designed for peak performance from day one, our advanced service and support options can help you get up and running quickly.

- **Dell Configuration Services** incorporates hardware, images, applications, peripherals and documents with your system as it is being built to help simplify and speed up deployment while improving hardware consistency and compatibility.
- **ProSupport**, Dell's premium support service, ensures 24/7 direct telephone access to advanced-level technicians based in your region to end downtime and resolve problems quickly.
- **ProSupport's Collaborative Support** feature provides assistance if you have a problem with non-Dell hardware or software. We act as a single point of contact to help resolve issues by leveraging our relationships with select third-party vendors.

PowerEdge 12th Generation Servers

The latest Dell PowerEdge servers are a direct response to the needs of today's data centers. The 12G family of servers and systems management tools help address the key challenges that IT organizations face around the world. PowerEdge servers help WSCA accomplish more by improving system performance, increasing throughput capacity, and turning data into insights faster. All PowerEdge servers are designed with maximum memory density as a priority, meaning faster processing and more effective virtualization environments. Integration of comprehensive and easy-to-use management tools enhance IT throughout the server's lifecycle.

Improve your IT experience

Accomplish more

- Accelerate high performance computing (HPC) and virtual desktop infrastructure (VDI) through integrated graphics processing unit (GPU) technology
  - PCIe x16 support for GPU on R620, R720, and T620 for VDI or HPC implementations
- Get more throughput with major I/O performance enhancements
- No compromise on virtualization with maximum memory density
- Get faster results with innovative Express Flash PCIe SSD disks

Improve efficiency

- Manage anywhere anytime with agent-free server management
- Reduce maintenance time with auto-update for replacement parts
- Control cooling costs with new OpenManage Power Center
- Tailor your network to your applications with fabric flexibility

Ensure business continuity

- Access the most vital information quicker via storage tiering
- Protect data in motion using best in class RAID
- Protect data at rest with malware resistance and faster encryption
- Keep data safer with firmware signing and encrypted credentials

[16] Availability and terms of Dell Services vary by region. For more information, visit www.dell.com/servicedescriptions.

Integrated IT solutions for Workloads

12G PowerEdge servers help WSCA run applications more effectively; run data centers more efficiently, and use virtualization to help deliver value in your operations:

Run complex workloads more efficiently

- Increase access for more SharePoint and Exchange users with the highly scalable PowerEdge servers
- Accelerate scientific results with multi-core GPU accelerators using Generation3 PCIe
- Get faster access to data using Express Flash PCIe SSD, Cachecade RAID database accelerator, select Network Adapter (not supported on T620) and Switch Independent Partitioning technologies

Reduce complexity with intelligence built in

- Eliminate time-consuming procedures with new agent-free management capabilities
- Automate IT management tasks with iDRAC7 with Lifecycle Controller

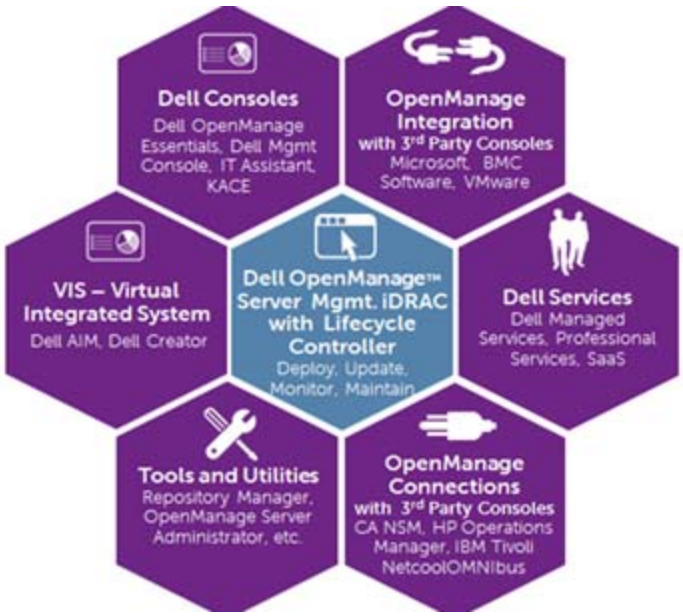
Increase utilization with virtualization solutions—one of the key design tenets for PowerEdge 12th generation servers.

- Achieve faster migration of workloads in hybrid virtual/physical environments
- Boost virtualization performance with maximized memory densities
- Centralize operations with a virtual desktop infrastructure (VDI) solution
- Enable complex virtualization environments and manage both physical and virtual environments with the integration of Dell's Virtual Integrated System (VIS) solution

12G Servers are Energy Smart

Don't let infrastructure costs be a huge burden. Lower overall system-level power draw of PowerEdge blade, rack, and tower servers is a result of Dell's breakthrough system design. Leveraging high-efficiency voltage regulators, greater venting and airflow, Dell's low-flow fan technology, and advanced resource management, PowerEdge servers are ready to help maximize performance per watt.

- Automated tracking and regulation of thermal activity
- Intelligent design of right-sized power options—optimized for value and performance
- High efficiency fans and airflow management
- Integration of Intel Node Manager power management infrastructure
- Leading industry compliance standards



Comprehensive management for evolving IT environments

Improve WSCA's efficiency with systems management. One of the most differentiating features of the

12G PowerEdge servers is the ability to comprehensively manage them throughout the entire lifecycle using embedded management tools. We have integrated our management capabilities with third party management frameworks and our own VIS solution, so that no matter how you manage your overall infrastructure, WSCA can take advantage of the latest innovations in our servers.

Increase utilization with leading virtualization

With new Intel Xeon E5-2600 processors, the PowerEdge 12th generation servers are designed with virtual environments in mind, and an eco-system that simplifies managing them. All 12G servers have been architected specifically to respond to the growing demand for virtualization. Enhanced memory scalability with load reduced DDR3 DIMM (LRDIMM) technology ensures a large memory footprint is a consistent feature of all the 12G systems. These systems also have the ability to have 24 DIMMS of memory (768GB), and they have scalable I/O and storage capabilities to offer balanced performance. 12G server systems also have failsafe embedded hypervisor capability – dual SD cards with a redundant hypervisor that fails over.

With no set configurations WSCA will chose speed and DIMM type, RAS features, and how many of each DIMM.

Flexible memory strategy:

- Run more VMs using the maximum memory densities available
- Boost virtual application throughput with faster, balanced I/O options, like more PCIe slots and 10 GbE speed
- Flexibly allocate resources among VMs with Switch Independent Partitioning technology

Greater reliability for virtual applications:

- Maximize application uptime with automatic failover of redundant hypervisors

Reduce complexity of management:

- Simplify the management of PowerEdge servers that host virtual machines through the comprehensive integration of Dell OpenManage with VMware vCenter and Microsoft System Center consoles

All PowerEdge 12th generation severs provide benefits of easier, faster deployment, monitoring and maintenance in all IT environments

Data center efficiency:

- Run your data center at higher temperatures or even without AC. All PowerEdge 12th generation servers can operate at 45c° for excursions.

Most resilient virtualization servers:

- 12th generation technology helps you rebuild and recover from embedded hypervisor failure up to 5x faster than Dell competitor systems and with ZERO uncontrolled downtime.

Deploy and update servers faster:

- Remotely deploy Windows up to 3x faster.17

[17] Results based on testing by Dell Labs in January 2012 comparing Dell R620 with iDRAC7 v1.0 Build 68 firmware compared to HP ProLiant DL360 G7 with iLO3 v1.26. Actual performance may vary based on configuration, usage and manufacturing variability.

Dell Storage

Enterprise data volumes continue to grow exponentially, while IT budgets are shrinking. Dell helps customers tackle these challenges by standardizing IT infrastructures, simplifying operations and automating processes. Efficiencies gained through virtualization, automation and consolidation will help your business prepare for future growth, while saving time and resources.

Dell can help you:

- Optimize the compute, processor, networking and storage resources already in your IT infrastructure
- Increase overall utilization by eliminating siloed or stranded resources
- Reduce total cost of ownership (TCO) through standards-based solutions, simplified operations, virtualized storage and seamless scalability
- Improve IT performance

Dell Compellent, Dell EqualLogic and Dell PowerVault storage solutions — as well as other Dell storage tools and utilities — can help organizations of any size derive the full value of their IT investments, while protecting vital enterprise data, ensuring high business continuity, and maintaining high flexibility and scalability.

Benefits of Dell Storage

At a time when competitors increasingly rely upon proprietary extensions to lock in their customer bases, Dell open, standards-based solutions let customers of all sizes integrate new technologies without sacrificing performance or their existing IT investments. Dell solutions and flexible services enable you to capitalize on virtualization and realize new levels of efficiency. Our goal is to reduce data management costs by up to 50 percent and make room in budgets for the strategic investments they need to make now.

Dell storage technologies can help you:

- **Minimize cost and complexity** — Dell EqualLogic storage area networks (SANs) have the lowest total cost of ownership (TCO) of common storage array architectures — fully one-third to one-half the total cost of competitors over a five year period.[1]
- **Manage data at a more granular level** — Dell Compellent Fluid Data technology can help optimize efficiency, agility and resiliency to **slash storage costs up to 80 percent**, scale on a single platform and secure data against downtime and disaster.
- **Plan for future growth** — Our true pay-as-you-grow solutions enable you to plan intelligently so your storage scales with your business needs.

Take Control of Your Data

Explosive data growth has businesses taking a hard look at their IT infrastructures. Every part of your data center needs to perform well and bring back the highest return on your investment. Storage is no exception. To make sure that every dollar of your IT spent counts, Dell has put together best-of-breed storage solutions to:

- Maximize efficient use of existing resources
- Protect and secure critical data
- Simplify operations and administration
- Enable affordable scaling as capacity demands grow
- Leverage virtualization efficiencies

Whether you have a state-of-the-art data center, an infrastructure refresh program or are building from the ground up, Dell innovative storage solutions can help give your business an extra advantage when facing future opportunities or challenges.

Design your Storage Solution

Optimizing storage systems to take full advantage of virtualization and the newest drive, networking and protection technologies can be a complex task. Thorough knowledge of virtualization and storage consolidation — as well as of your business' unique application requirements — is essential for achieving a successful design and implementation.

Dell provides the guidance, tools and expertise to help you navigate the product and architecture choices, including solutions tailored to support your needs today and to meet your data requirements in the future.

To help map out the shortest path to success, Dell offers the following storage design services:

- Backup, Restore Stabilization and Optimization Design
- Tiered Storage
- EqualLogic SAN Solution Design
- Archiving
- Data Disaster Recovery

Deploying Dell Storage

Quick Execution, Minimal Disruption

Dell products and services are designed to speed deployment so that you can spend less time setting up and more time reaping the benefits of your solution:

- Dell EqualLogic PS Series arrays are designed to be deployed, configured and serving storage in less than one hour.
- Dell modular service options can help you deploy a simple backup solution, to moving your entire data center, saving you time, money and resources.

Some of our storage implementation services include:

- ISCSI Solution Deployment Data Center and Storage Moves
- VMware® ESX Host Deployment and Configuration
- Replication Software Implementation and Backup Solution Deployment
- Data Migration Services

Prevent Costly Downtime and Performance Issues

Data migration, network configuration and testing take time and staff, slowing IT responsiveness to new business requests. Dell is committed to easing this burden through developing simple, capable and affordable storage solutions.

We've made the investment of configuring and testing a wide variety of architectures to help you streamline deployment or expansion in your current environment. Our collaboration with partners helps ensure easy integration into your existing infrastructure. Additionally, we offer a broad range of services, including end-to-end responsibility for all aspects of deployment. This mitigates risk while freeing your IT staff to use their expertise where it is needed most — handling strategic business objectives.

Build a Custom-Fit Storage Solution

Dell offers a comprehensive line of innovative and affordable storage solutions for every aspect of your business, whether you are a start-up, a Fortune 500 company or an enterprise organization with multiple data centers or locations.

Our portfolio includes award-winning Fibre Channel (FC) and Internet SCSI (iSCSI) storage area network (SAN) solutions for storage virtualization and consolidation needs and network attached storage (NAS) for file-based systems, direct attached storage (DAS) to expand your server capacity, object-based storage to handle the rapid growth of unstructured data, backup to disk for shorter backup windows and quicker restores, tape archiving solutions for long-term storage, intelligent storage software to simplify management and increase efficiencies and storage networking options to optimize your I/O (input/output) infrastructure. Dell also provides the services to consult, manage and support those infrastructures from beginning to end.

Storage Area Network

Consolidate and Scale Your Storage Infrastructure

A storage area network (SAN) is a network of shared storage devices, such as disk storage arrays and tape automation. The architecture of a SAN enables storage resources to be shared among multiple servers on a local area network (LAN) or wide area network (WAN). Because stored data is managed on dedicated arrays, server processing power is optimized for business applications, and storage capacity can be provisioned to servers and applications according to their needs. SANs can also improve data protection, business continuity and scalability over other options, such as direct attached storage (DAS). Finally, SAN storage can simplify data tiering and can lead to better resource utilization.

SANs are most often deployed using the following protocols:

	Internet SCSI (iSCSI) SAN — One or more disk storage arrays connected via 1/10Gb Ethernet switches to servers using the TCP/IP-based iSCSI standard protocol. Dell EqualLogic storage arrays, built from the ground up to simplify the deployment and administration of consolidated storage environments, are an example of an iSCSI SAN.
	Fibre Channel (FC) SAN — One or more disk storage arrays connected via Fibre Channel switches to servers using the Fibre Channel protocol. Dell Compellent Storage Center, with its cutting edge Fluid Data technology for best-in-class data tiering and disaster recovery, offers Fibre Channel, Fibre Channel over Ethernet and iSCSI connectivity.
	Multiprotocol — One or more disk storage arrays which are designed to support one or more SAN protocols (e.g., iSCSI, FC, Fibre Channel over Ethernet, etc.) and/or Network-Attached Storage (NAS) protocols (e.g., CIFS, NFS and FTP). Dell Compellent Storage Center is an example of a SAN with multiple protocol options.

Network Attached Storage

File-Level Storage Over Your Network

Network attached storage (NAS) is a specialized storage server with its own IP address that is made available to multiple clients and servers on a local area network (LAN) or wide area network (WAN). Preinstalled network communication protocols are enabled so that clients and servers in heterogeneous environments with different operating systems may read and write data on the NAS server. Organizations may add disk storage arrays, tape drives or tape automation to a file/print NAS server,

helping to simplify management and backup operations, improve utilization of storage resources, and serve as a centralized platform for cost-effective scaling. A NAS gateway connects to disk storage arrays or tape automation systems in a storage area network (SAN).

Object Based Storage Device

Optimize Management of Unstructured Information

Information is only as valuable as it is accessible — but keeping data readily available to meet compliance, governance and business intelligence requirements can be cumbersome and expensive. With Dell Object Storage solutions, you can finally end the trade-off between cost and accessibility while simplifying your data management and expanding capacity.

The Dell DX Object Storage Platform is designed to access, store and distribute up to billions of files or other digital content, from archiving all the way to service offerings in the cloud. The platform uses an elegant, self-managing, future-proof and cost-effective peer-scaling architecture that is based on award-winning x86 standards-based rack server platforms from Dell. The platform is optimized for storage and includes fully integrated software for a complete end-to-end solution.

Because one size does not fit all, Dell is building solutions to address horizontal and vertical markets, like healthcare, email and file archiving, cloud storage, eDiscovery and enterprise content management. As part of this solution development, Dell is cultivating an ecosystem of independent software vendors (ISVs) that can leverage the Dell DX Object Storage Platform.

Dell Storage Services

Accelerating IT Value

Dell can offer end-to-end solutions with a single point of contact for hardware, software, services and ongoing support. In a time when many providers aspire to do everything, we focus on excellent IT infrastructure services. Dell consultants will work with you to gain an understanding of your business objectives and IT strategy, and then design plans that are flexible enough to adapt to current environments and are structured to scale to future requirements.

In addition to Infrastructure Consulting, Dell provides a suite of robust life cycle support offerings that include systems support and maintenance.

Dell storage solutions include:

Workshop
• Storage Simplification Workshop
Assessment
• Data Management and Storage Technology Assessment • Storage Assessment for Server Virtualization • Backup, Recovery and Archive Assessment
Design
• Storage Backup, Restore Stabilization and Optimization Design • Tiered Storage • EqualLogic™ SAN Solution Design • Data Disaster Recovery • Archiving
Implementation
• iSCSI Solution Deployment

• Data Center and Storage Moves • VMware® ESX Host Deployment and Configuration • Replication Software Implementation • Backup Solution Deployment • Data Migration Services
Manage and Support
• Data Backup Services (Local/Remote) • Remote Storage Monitoring and Management • Storage Hosting and Utility • Storage Backup and Reporting • Dell Compellent™ Copilot Support

Storage Software

The right software is essential in helping you get the most value out of your investment. Dell differentiates itself by taking complex, proprietary industry technology and transforming it into a simple, streamlined, modular solution best adapted to your specific management needs.

We offer tools to help you:

- **Easily configure and set up storage** — through an intuitive, step-by-step user interface
- **Manage storage resources** — through rapid provisioning, volume management and roles-based administration
- **Monitor and optimize your IT infrastructure** — by identifying performance bottlenecks, underutilized resources and potential performance issues before they occur
- **Protect critical data and applications** — with snapshots, volume cloning and automated replication
- **Increase performance** — through automatic load-balancing, multipath I/O (input/output) and storage tiering

Dell Monitors

Award-winning Dell monitors fit your needs and budget, offering productive ways to work, proven reliability, and the industry's most advanced monitor technologies.

Performance

- Impressive color precision & accuracy
- Wide viewing angles
- Brilliant screen resolution

Comfort and productivity

- Multiple adjustability options
- Wide connectivity array
- Ergonomic features

Reliability

- Premium Panel Guarantee[18]
- Exhaustive testing
- Dedicated technical support

Environmental Responsibility

- Environmental certifications
- Eco-conscious materials
- Energy-efficient features

Dell Printers - Overview

Dell offers a full range of printers to meet all your business needs, with the low prices, high quality and exceptional service that our customers expect from Dell.

Since entering the printer market in 2003, Dell has shipped approximately 16 million printers to our customers around the world. Many independent industry analysts recognize our printers as providing the market lead in Total Cost of Printing (TCOP) for both businesses and consumers.

[18] Select monitors

Minimize Total Cost of Printing

TCOP represents the true cost per page over the life of a printer. Dell printer solutions work on all fronts to reduce this total cost for your business:

- **Acquisition** — the cost of hardware, shipping, installation and setup
  - Save on hardware costs and lower prices when you buy printers direct from Dell. Experience better cash-flow management through Dell's financing plans.
- **Consumables** — the cost of ink or toner, paper and replacement parts
  - Save on ink and toner shipped Direct from Dell — no middleman, no markup. Using our high-capacity, toner cartridges can lower your per page printing costs.

First-class support, first-class service

Dell's award-winning service backs our broad range of printing solutions to best meet your needs. This means one trusted supplier, ready to support you 24 hours a day. You also have the added security of knowing that you're covered by Dell's 3-Year ProSupport for End Users and Next Business Day On-Site Service.

In the unlikely event that you experience a problem, we'll be there to replace it or fix it.

Efficient business printing

Dell can provide you greater quality and award-winning service without compromising on cost. It's a difference that could save you substantial amount of money every time the printer you own requires a new fuser. The fuser for your printer is included within the Dell warranty as standard.

Our Ink and Toner Management System actively alerts you when ink or toner levels are running low and cartridges need replacing. And in just three clicks you can order replacements immediately – which will be shipped to you with free Next Business Day delivery as standard.

Friendly to the environment and to the budget

Dell isn't just concerned with leading the way in terms of the future of printing; it's also concerned with the future of our planet. That's why Dell's recycling program provides **free recycling** for printers, ink and toner when you purchase a new Dell printer. Making recycling free and easy is one of the ways Dell responds to its responsibilities to our environment and the way it ensures printing on your Dell is friendly to both the environment and your budget.

Innovative network solutions

Dell's range of intelligent printers provides innovative Network Management Solutions that deliver business efficiency with every page.

The Dell Printer Web Tool allows you to proactively check the status of all your organization's printers whenever you need. Dell's ColorTrack software will save you time and money by allowing you to decide who prints color and who prints mono.

You can also relax in the knowledge that Dell's Ink and Toner Management Systems will automatically alert you when a printer is running low on ink or toner.

Dell offers the intelligent solution that allows your people to focus on more pressing business issues. The solution we propose to WSCA offers the following business benefits and potential reduction in your Total Cost of Printing:

- Protection of investment – through offering the right product for price/ performance and IT investment protection
- Standardized products and components – giving long lifecycles and robust products

- Simple management of the Dell relationship both on- and off-line – providing ordering, order tracking, custom build, reporting, warranty, and access to information and support when it is needed
- Reduction of operational costs – through increased uptime and reduced maintenance resource requirements