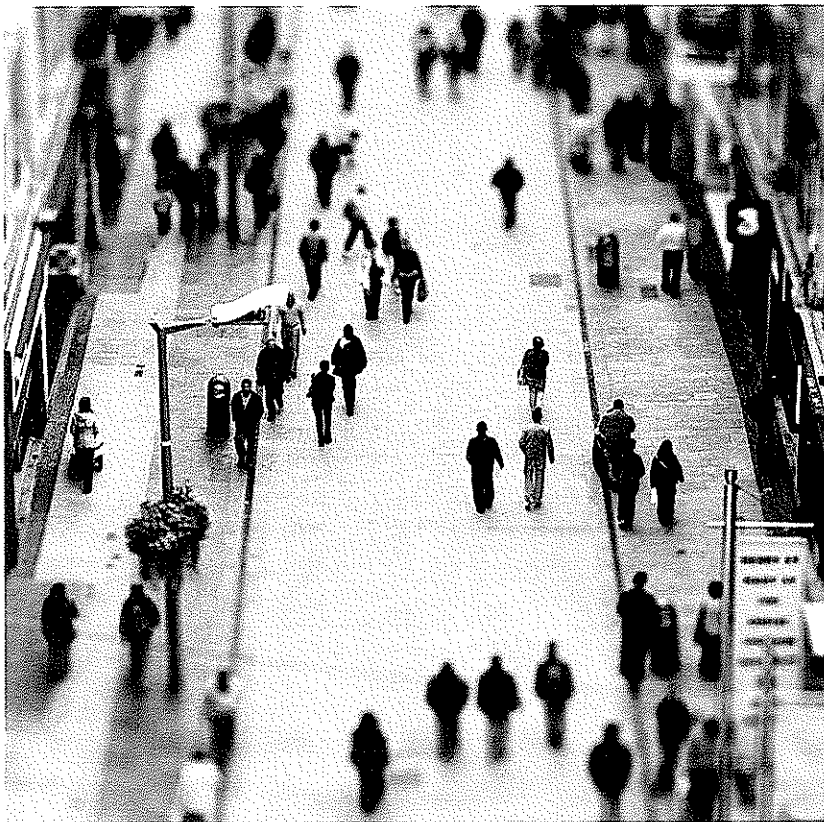


Dell Response to
RFQ for Microsoft Products

ORIGINAL



One Dell Way
Round Rock
TX 78682, USA

www.dell.com

Tuesday, June 01, 2010

Jo Ann Adkins
State of West Virginia
Purchasing Division
2019 Washington Street East
Charleston WV 25305-0130

Dear Ms. Adkins,

Thank you for this opportunity to submit a proposal for State of West Virginia's forthcoming technology project. We have studied the information provided to us about your business requirements and carefully analyzed your technology needs. The solution recommended for the State 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 the State 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
- Software Account Team to provide software-related expertise
- System Consultants to provide a seamless deployment experience
- Technical Sales Representatives to facilitate order management
- Customer Service Representatives to provide post-sale support

Dell looks forward to working with you on this project. Should you have any questions regarding this response, please contact me at 504-821-7814 or online at rebecca_fontane@dell.com.

Please note that Dell is a *reseller* of the Software that is the subject of this RFP. Dell's receipt of an Award or Purchase Order from the State of Virginia for RFP Select10, and Dell's subsequent performance, shall be governed by and understood to indicate the State's acceptance of the terms stated in this RFP, as modified by Attachment 1, and the terms of the State's Microsoft Select Agreement, as applicable to resellers. All terms related to the State's license and use of the Software, and its other rights and obligations with respect thereto, are governed by the State's Microsoft Select Agreement.

Sincerely,

Stacy McDonald for Rebecca Fontane

Rebecca Fontane
Proposal Advisor

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1 Contact Details

This document has been prepared for State of West Virginia.

Contact: Jo Ann Adkins

Dell Project Team

During the Project phase, queries should be directed to your Dell Project Manager, who will be coordinating all activities with the the State Project Manager.

Name	Brandt Whisenant	Lynn Tumen
Role	Account Executive	Software Account Executive
Telephone	512-934-7981	513-288-9217
Email	Brandt_Whisenant@dell.com	Lynn_Tumen@dell.com
Fax		



2 Dell Response to RFQ Requirements

1. The LAR must have a dedicated, fulltime sales representative managing the State of West Virginia's account who can be reached via telephone via and/or e-mail Monday through Friday, between the hours of 8:00 a.m. to 5:00 p.m. EST, excepting State holidays. We understand that this sales representative may be handling other accounts but his/her workload must permit a response time of no more than four business hours from receipt of call or e-mail.

Dell Response:

Dell understands and fully complies with this requirement. Dell Software will provide telephone customer service from 8:00AM to 6:30PM EST, Monday through Friday, at a minimum. We have procedures in place to ensure that all inquiries are responded to within **four (4) business hours**, so we are pleased to exceed your expectations in this area.

If there is a problem with an order, quote information or with enrollment paperwork, we strive to notify customers within 4 business hours so that they may answer our questions or make a change if necessary. In any unusual circumstances where we do not have the ability to fulfill an order or request rapidly –such as in the case of a new product release or if we are waiting for Microsoft to process enrollment paperwork—we will work with the State of West Virginia customer to make him or her aware of the anticipated delivery date, and to offer additional solutions if applicable.

At Dell Software, extreme customer satisfaction is our defining goal. We are accustomed to working with decentralized public entities on an ongoing basis to ensure that our services are meeting or exceeding their needs.

2. The LAR must provide Help Desk type of support to provide assistance and guidance on what to buy, prerequisites, and problems encountered during installation. This support must be provided via telephone and/or e-mail Monday through Friday, from 8:00 a.m. to 5:00 p.m. EST, excepting State holidays.

Dell Response:

Dell understands and fully complies with this requirement. If all your software reseller did was take orders, the selection of a reseller to administer your Microsoft Volume Licensing Agreements would not be as critical of a decision. Any software reseller can take an order, but Dell Software goes beyond taking orders and partners with our customers to provide product information and comparisons, as well as recommendations for money-saving opportunities and long-term solutions. We are pleased to offer these pre-sales support services for no charge to our customers. We currently hold statewide software contracts in 36 states across the country. At Dell Software, we have a department that focuses on state and local government and academic accounts; they are not an afterthought as it is in some companies. We have staffed that department with capable, experienced, industry-savvy, and customer service oriented personnel. We understand that these customers have unique needs when it comes to budgeting, procurement and payment processes, dissemination of knowledge and information, and in many other areas, and we are equipped to help meet those needs.

Dell Software looks beyond the existing programs and analyzes what programs will best meet the needs of our customers moving forward. We have grown and evolved along with our various state and academic contract customers. We have worked with state and academic institutions across the country to analyze new Volume License Agreement offerings and identify which of those make sense for the state or academic customer. We also continually monitor the existing agreements to make sure these software licensing agreements, as well as the services we offer in conjunction with them, are still meeting our current state and academic contract customers' needs. We will provide these same services to the State of West Virginia.



Dell Software also understands that with software, sometimes the best test of whether it meets your needs is a hands-on trial. Some publishers offer evaluation options within their licensing programs; for example, under the Microsoft Select agreement, the State agencies are entitled to run up to 10 complimentary copies of any product for a 60-day evaluation period. Dell Software will work with State of West Virginia contract users to make sure they understand the current evaluation policies and have access to the titles they wish to evaluate.

In order to ensure that our customers get the most value out of their software licensing agreements, our sales and customer service team receives ongoing software training—both about the licensing programs and the products themselves. Our entire sales and customer service team is also required to obtain software publisher certifications (including Microsoft sales certifications), so you can feel confident about our knowledge. We need to be able to tell you what your licensing programs cover, and what they don't. We aren't just selling you the software. We want to partner with you to help develop software and licensing solutions that make sense for State of West Virginia customers.

As described above, Dell Software believes it is our responsibility to assist customers in identifying the best products to meet their needs, as well as the best licensing programs and purchasing options. Once the customer is ready to move forward, it is our responsibility to ensure they receive the best price possible at the time of purchase.

In short, Dell will act as an advocate for contract users in our pre-sales activities, at the time of sale, and post-sale, to ensure that the State of West Virginia customers receive the full benefits of their Microsoft software investment.

3. The LAR must host at least one on-site meeting with State agencies once a year to explain the contract and the services provided, as well as an overview of new product offerings from Microsoft.

Dell Response:

Dell understands and fully complies with this requirement. We understand that State of West Virginia is decentralized and communication can be difficult, which means that the role of your selected software reseller in informing contract users about this contract is especially important. How well and how often the message about the benefits of purchasing off the State's Microsoft Select Agreement is presented to State of West Virginia entities will make a major difference in the success of this contract. We agree to educate State of West Virginia entities - both formally and informally, and both initially and over time - on each of the topics described in this Bid, as well as other pertinent topics.

While some communications efforts may not be effective for all organizations, Dell also provides customized efforts designed for specific organizations. We recognize that each West Virginia entity has its own business needs, and each may require customized communications designed to address that organization's specific needs and procedures. We further understand that in a decentralized state and academic environment, we will need to be flexible in our methods of communication. We look forward to coordinating with the State regarding methods of communication, dates and locations of on-site visits, and video conferencing options.

Dell Software intends to be a partner for the State of West Virginia, and communication is one of the keys to creating and maintaining this partnership. Your Dell account team will be available for regular onsite visits, with State of West Virginia agencies and political subdivisions. With the approval of the State, we would also like to provide face-to-face Business Reviews for State of West Virginia. At these meetings, we would present the contract activity, go over results of any customer satisfaction surveys, make suggestions of any new contract options or benefit implementation we would recommend for State of West Virginia,



and also gather feedback from participants in this contract on our performance and any suggestions to enhance State of West Virginia's experience using the contract.

4. The LAR must provide orientation and planning sessions with individual affiliates regarding benefits, terms and conditions, and service elements offered. These sessions may be via conference call, video conferencing, or on-site.

Dell Response:

Dell understands and fully complies with this requirement. We typically begin our education efforts for a new contract by conducting face-to-face informational sessions, and our preference is always to conduct a presentation within the first 30 days of the contract period. This method is very effective because we are able to meet with customers and build (or reestablish) relationships, assist with enrollments, demo services such as Dell Software Online, and discuss contract benefits, including Software Assurance and the Microsoft MVLS site. This personalized program, while very effective, only reaches customers in or around a specific geographical area or areas. So to reach a broader group we also like to send out introductory emails to potential contract users, and we would welcome the opportunity to communicate with customers in outlying areas via Interactive Video Conference as well. We look forward to coordinating this initial training with the State promptly upon contract award.

Based on the effective date, we would anticipate a timeline that looks something like this:

- State of West Virginia issues Notice of Intent to Award a Contract to Dell approximately: June 18, 2010
- Dell coordinates with Microsoft and forwards State of West Virginia any necessary Change of Channel Partner paperwork approximately: June 21, 2010
- Upon receipt of notice from State of West Virginia, Microsoft should begin sharing Agreement and Enrolment information with Dell approximately: 1 week after receipt of paperwork
- Dell schedules meeting with State of West Virginia approximately: week of July 12, 2010 (since the 5th is a holiday weekend)
- Dell begins working with State of West Virginia to prepare for upcoming orders, renewals and projects approximately: week of June 19, 2010
- If the State of West Virginia can provide a list of eligible buying entities, Dell will identify and set up in our systems all buying entities under the State of West Virginia contract. Based upon this preparation and execution of the above steps, we will be ready to provide full service to State of West Virginia on the contract effective date of: July 19, 2010 (and following Microsoft processing of the Change of Channel Partner paperwork).

5. The LAR must have a Select licensing expert available that can be contacted by telephone and/or e-mail. This person may be the same or in addition to the safes representative required per item 1) above.

Dell Response:

Dell understands and fully complies with this requirement. The State of West Virginia team will have a highly knowledgeable and responsive team of Government representatives supporting the State of West Virginia. Their roles, and roles of supporting resources within our organization, are described below.



Lynn Tumen, Software Account Executive for State of West Virginia

Lynn Tumen is the Software Account Executive for the State of West Virginia, and will team up with Brandt Whisenant, the Dell Hardware Account Executive, to ensure availability for onsite appointments, training, contract education and assistance for the State of West Virginia sites.

Lynn is an experienced software professional and has been with Dell | ASAP Software for 10 years. Lynn understands Microsoft and other publishers' licensing programs, as well as the unique needs of government customers. Lynn will meet with State of West Virginia regularly and will help analyze license usage and recommend purchasing options in line with the State of West Virginia standards, goals and budgets; arrange and attend Microsoft and other publisher seminars; attend State of West Virginia events as appropriate; and provide fast, knowledgeable product and pricing information. Lynn will also be able to provide accurate license tracking and reporting, as well as educate State of West Virginia customers on Dell Software Online, our online ecommerce application, to enable you to access your contract and purchase information 24 hours a day, 7 days a week.

In addition to Dell's extensive initial and ongoing training regimen, every Account Executive at Dell Software, including Lynn Tumen, must complete the SIIA's Certified Software Manager program. This curriculum focuses primarily on the legal issues of software licensing, which allows Lynn to help State of West Virginia ensure that your PCs are in legal compliance with your licensing agreements. Like all of Dell Software's sales and customer service representatives, Lynn is also required to achieve and maintain the latest sales certifications from the major software publishers, including Microsoft.

For day to day administration of this contract, Lynn will work closely with a Software Inside Account Manager in Dell Software's offices in Buffalo Grove, Illinois, Eric Bohn.

Eric Bohn, Software Inside Account Manager for State of West Virginia

Based in our Buffalo Grove, Illinois offices, our software inside sales team is instrumental in handling the day-to-day operations of our state and local government and education contracts. Dell Software has assigned Eric as the Inside Account Manager to manage State of West Virginia's software needs. Easily accessible during State of West Virginia's business hours via a direct, toll-free phone number, fax, or email, Eric is readily available to meet your needs. Eric is an experienced member of a team that works exclusively with state and local government and academic accounts. He will partner with your field Software Account Executive, Lynn Tumen, and your Dell hardware representatives to ensure that State of West Virginia's day-to-day needs are taken care of accurately and efficiently.

The Eastern State Government & Education Software Inside Sales Team

An account team that works exclusively with state and local government and academic accounts also backs up Lynn Tumen and Eric Bohn. This team will have access to and knowledge of your contract information. Together, the other members of this professional team have more than twenty-five years of experience in government and academic sales at Dell | ASAP Software. They each have experience working with major government and education contracts that Dell Software administers, and each will be aware of the intricate details of the new State of West Virginia contract as well. If you call Eric Bohn and reach voicemail, you may press zero (0) followed by the pound sign (#) to be connected with another member of the Eastern State Government & Education Software team. In the event that the entire team is occupied, your call will be routed to the next available member of our sales or customer service team. In other words, if you want to speak with a live, knowledgeable person during State of West Virginia business hours, that is always an option. And remember, all members of our software sales team must achieve publisher certifications and attend weekly training classes to stay on top of industry news, including new versions and programs, so you can feel confident about the information you receive from this group.

Other Members of Dell Public Sector Management Team

Andrew Baarson—Software Inside Sales Manager, State Government & Education

The software inside sales team for the State Government and Education, including Eric Bohn, reports to Andrew Baarson. Andrew has been with Dell | ASAP Software since 2005. He has worked with major academic contracts and helped to make these agreements a success. He is dedicated to the goal of memorable customer service and encourages his team members to develop new ways to meet their



academic customers' unique needs. Not only will Andrew be supporting the State of West Virginia Account Team behind the scenes, he will also be available to personally assist State of West Virginia customers. In the event of a problem or concern that you need to escalate, Andrew will be happy to address it. And he would also like to hear from you to discuss industry trends or how to maximize the benefits of this contract.

Sean Whalen—Global Account Executive, Software - Education, State and Local Government

Sean is the Global Account Executive-Software for Dell | ASAP Software's Education, State and Local Government group and works with customers to ensure the success of their software licensing agreements. Sean has spent his entire sales career working with state and local government and academic customers for their software needs. He has been with Dell Software for nearly 14 years, and he also spent 2 years working at Microsoft. Sean was a charter member of the Microsoft Public Sector Group at Dell Software. In his current role, Sean works with the field Software Education, State and Local Government team, including Lynn Tumen, and brings a unique perspective from both the reseller side of the house as well as a major software publisher perspective.

Alison Turner—Senior Sales Manager, Software - Education, State and Local Government

Alison is the Senior Sales Manager-Software for Dell Software's Education, State and Local Government group across the country. Alison has been with Dell Software since 1994 and has spent that entire period of nearly 16 years working with state and local government and academic customers. Alison manages the field Software Education, State and Local Government team, including Lynn Tumen and Sean Whalen. She is aware of the unique challenges facing education, state and local government organizations. She has worked with Microsoft and other publisher representatives across the country and has helped ensure the success of many complex academic licensing agreements.

Randy Lee—Senior Group Sales Manager, Public Sector

Randy oversees all software government contracts at Dell Software. Randy has been in the IT industry and focusing on government accounts since 1982. Randy came to Dell Software's offices in Buffalo Grove, Illinois in 1992 and was integral in building the Dell Software Government Sales Division. Since that time, Dell Software has become one of the most influential software solutions providers in the U.S. government market. Randy was instrumental in convincing both software publishers and the U.S. Government to add various Volume License Agreements to the Federal GSA Schedule. This started a landslide of state government and academic interest in VLA programs. And since then, Randy has worked to make many new types of software purchasing vehicles accessible to government and education customers. Randy Lee supports all software government sales throughout North America, but he still takes the time to make sure individual customers are delighted with the services we provide. You can feel confident that any group headed up by Randy Lee has the government focus necessary to make your contract a success.

6. The LAR's price sheet, based on the current ERP, must show the LAR's product number, Microsoft's product number, the description of the product, the Microsoft Estimated Retail Price (ERP), and the agency cost.

Dell Response:

Dell understands and fully complies with this requirement. Dell Software Online allows users to easily obtain a real-time price list for the most current Microsoft Select products 24 x 7. The website will allow users to log into their own personal account or a general State of West Virginia account to download a price list, or they can have one scheduled to be delivered to them on the 1st of every month so they are assured that they always have access to the most current products and pricing. The price lists are a reflection of the Microsoft Select pricing list issued by Microsoft each month. They include Product Description, Microsoft Part Number, Dell Part Number, Category of Software, Licensing Pool (Systems, Servers or Applications) Platform, Language, State of West Virginia specific pricing based on the percentage discount from Microsoft ERP, and the Point Value of the product.



7. Whenever Microsoft issues a new ERP, a formal change order must be processed through the Purchasing Division. The LAR must provide the State Purchasing Division with a hard copy of the LAR's price sheet based on the new ERP and an original signature letter requesting that the new price sheet be added to the contract. It is imperative that the LAR provide this documentation in a timely manner. Repeated failure to provide the updated price list for change order processing within two weeks of issuance of a new ERP by Microsoft may be grounds for cancellation of the contract.

Dell Response:

Dell understands and fully complies with this requirement. Dell will work with the State of West Virginia, State Purchasing Division to supply any materials needed to add, delete or modify products from the State of West Virginia contract. Dell usually receives a price list about 15 days prior to the start of any given month. We will make sure any changes by Microsoft to their prices list are reflected in the State of West Virginia contract. The pricing in Dell | ASAP Software Online is a real-time reflection of our backend database, so all pricing will be based upon the Level D MSRP in effect at the time the order is placed.

8. The LAR must provide the Purchasing Division and WVOT quarterly reports showing all purchases made under this contract. This report must show the affiliate procuring the software, the software procured, the amount of software procured, and the dollars spent by the affiliate.

Dell Response:

Dell understands and fully complies with this requirement. Dell will be pleased to provide the Purchasing Division and WVOT quarterly reports of all purchases including: affiliate procuring the software, software procured, amount of software procured, and dollars spent by the affiliate. However, we would like to note that these reports represent just a small portion of the value that our reporting capabilities can bring to the State of West Virginia from an overall perspective, as well as to each participating entity.

All of Dell Software's reports will be available to all authorized contract users, free of charge. Contract users may request a report from us at any time and we will run it on their behalf, or they may opt to run their own reports via the Internet simply by logging onto Dell Software Online.

All State of West Virginia accounts are established in our *TRACKER* VLA management system using a parent-child relationship. The children and grandchildren accounts wrap up into one main parent account. Therefore, each participating entity is guaranteed to receive access to the most favorable pricing and terms available under this agreement. And while the children accounts will only be able to access the information about their own purchases, the West Virginia Purchasing Division will be able to view all participating entities' purchases, along with the cumulative purchases toward all your agreement forecasts. In short, our system allows users to access the information that is important and relevant to them...and only the information that is important and relevant to them.

Once your order information is captured in *TRACKER*, it is easy to access that information online in a variety of useful formats using Dell Software Online. There are many standard online inquiries and reports available to you via this system, including:

- **Order Tracking** - If at any time, day or night, you need to inquire about a particular software order, simply go to the order inquiry area in Dell Software Online. Here you will find the status of every order you placed, no matter how it was submitted—via EDI, Internet, fax, phone, email or mail. Then, if you need to track a shipment, just click on the tracking number and it will automatically link you to the carrier's web site for complete tracking information.
- **Asset Summary Reports** - These pre-formatted reports show you precisely the number of software units shipped—including licenses and maintenance under your each publisher's



licensing agreement, as well as any other items you have purchased through Dell Software. These reports also indicate to whom the orders were shipped.

- **VLA License Tracking Reports** - When the State of West Virginia entrusts your software licensing agreements to Dell Software, you will be able to receive reports generated automatically using information captured through our proprietary backend *TRACKER* system. These reports will contain precise records of the State's license consumption, for the entire history of the VLA.
- **VLA Contract Status** - For every active software license agreement with Dell Software, you'll be able to discover immediately where the State stands in relation to your contract commitments. You may also view the start and end dates of your contracts, your pricing levels, what options are available, and what maintenance is required.
- **Back Order Reports** - This report provides you with the status of any software orders placed by the State that have not yet shipped. You will also be able to view the estimated ship date for each back ordered item.
- **Executive Reports** - Information in these reports is presented graphically. Using pie and bar charts, you can view a variety of purchasing and contract information in a snapshot. The graphical format provides a snapshot, which visually summarizes purchases and contract status. These unique reports currently include the following options:
 - Percentage to commitment by VLA Contract
 - Purchase activity by Average Order Value
 - Purchase activity by Net Purchases
 - Purchase activity by # of Orders
 - Purchases by CIO field (any custom field designated by the customer)
 - Purchases by Customer #
 - Purchases by Manufacturer
 - Purchases by Manufacturer and Type of Product
 - Purchases by Order Placement Method (EDI, XML, online or traditional methods)
 - Purchases by Product Category (i.e. antivirus, application suite, etc.)
 - Purchases by Product Class (i.e. software, hardware, docs, media, services)
 - Purchases by Ship to Address
- **Custom Reports** - If you need a more tailored activity report, we've provided a way for you to develop your own summary or detailed custom report. While online, select the data fields you need, date range, product types, manufacturer(s), and click "OK." It's that simple. If there's a custom report you run on an ongoing basis, you may save it as a template for the next time you need the information.

Tracking Level of Detail

As mentioned above, Dell Software offers a wide variety of standard and custom reports detailing State of West Virginia purchases. To give you an idea of the level of detail captured in *TRACKER* and available via Dell Software Online, we are including a list of fields that you can select from when running a Custom Detail Report (just one of the many report types offered).



1. Run a Custom Detail Report > 2. Define Fields > 3. Filter > 4. Re-Organize > 5. Save > 6. Define Details > 7. Deliver

Schedule Site Maintenance

1 Pending Order

ACCOUNT MANAGEMENT

Order Management

Licensing Price Lists

Reports

Backorder

• Custom Detail

Custom Summary

Executive

Order Levels

Standard Asset Tracking

Volume License Contract Status

Volume License Tracing

Scheduled Reports

Current Report Log

My Account Profile

Support

Define Fields

Selected options will be displayed in your final report.

Select All Fields Previous **NEXT**

Order Detail (select all)

<input type="checkbox"/> Customer #	<input type="checkbox"/> Extended Price USD
<input type="checkbox"/> Customer Name	<input type="checkbox"/> Exchange Rate at Time of Purchase
<input type="checkbox"/> Date Order Entered	<input type="checkbox"/> Price Per Unit (Currency Purchased In)
<input type="checkbox"/> Date Invoiced / Shipped	<input type="checkbox"/> Extended Price (Currency Purchased In)
<input type="checkbox"/> ASAP Order / Invoice #	<input type="checkbox"/> Currency Code
<input type="checkbox"/> Customer CIO #	<input type="checkbox"/> List Price Per Unit USD
<input type="checkbox"/> Customer PO #	<input type="checkbox"/> Serial #
<input type="checkbox"/> Quantity Shipped	<input type="checkbox"/> Email of Person Placing Order
<input type="checkbox"/> Price Per Unit USD	

Product Details (select all)

<input type="checkbox"/> Manufacturer Name	<input type="checkbox"/> Language
<input type="checkbox"/> Manufacturer Item #	<input type="checkbox"/> Product Type
<input type="checkbox"/> ASAP Item #	<input type="checkbox"/> Sub-Categories
<input type="checkbox"/> UNSPOC Code	<input type="checkbox"/> Categories
<input type="checkbox"/> Product Description (ASAP)	<input type="checkbox"/> Platform
<input type="checkbox"/> Product Description (Mfg)	<input type="checkbox"/> Licensing Program Name
<input type="checkbox"/> Version	<input type="checkbox"/> Licensing Contract ID
<input type="checkbox"/> # of Licenses / Pack	<input type="checkbox"/> ASAP Internal Contract #

Billing Information (select all)

<input type="checkbox"/> Bill to Address 1	<input type="checkbox"/> Bill To State / Province
<input type="checkbox"/> Bill to Address 2	<input type="checkbox"/> Bill to Zip / Postal Code
<input type="checkbox"/> Bill to City	<input type="checkbox"/> Bill To Country

Shipping Information (select all)

<input type="checkbox"/> Ship To	<input type="checkbox"/> Ship To Zip / Postal Code
<input type="checkbox"/> Ship to Address 1	<input type="checkbox"/> Ship To Country
<input type="checkbox"/> Ship to Address 2	<input type="checkbox"/> Shipping Method
<input type="checkbox"/> Ship To City	<input type="checkbox"/> Carrier
<input type="checkbox"/> Ship To State / Province	<input type="checkbox"/> Tracking #

Custom Information Options - (CIO)

<input type="checkbox"/> CUST CENTER	<input type="checkbox"/> JOB NUMBER
<input type="checkbox"/> GENERAL LEDGER NUMBER	<input type="checkbox"/> JOB NUMBER
<input type="checkbox"/> COST CENTER	

Previous **NEXT**

Helpful Tips

Select all or just a few of the available fields to include in your report.

If your organization has requested that we capture specific payment information on every order placed with ASAP Software, you will also be able to select these fields to be included in your report. They are called Custom Information Option (CIO) fields.

Fields Defined

Category:
Software, Hardware, Media, etc

Sub-category:
Application Suite, Audio, etc.

Product Type:
Laptops, Mainframes, Servers, Web, etc.

Platform:
Windows, Linux, Unix

Another unique feature of Dell Software's reports is that you'll be able to retrieve data fields as they relate to unique custom information option (CIO) fields that the State of West Virginia or an individual West Virginia customer can identify, and that we can capture for you. For example, if the State requests that certain information (e.g. cost center, agency code, project number) be captured on all of the State's orders, then you are able to select this information to be included in a report.

So that you can fine-tune your reports to capture exactly the information you are looking for, you may also specify the dates for the report and you may filter within certain fields to capture only certain types of information for that field. For example, you will be able to filter by Manufacturer Name (e.g. Microsoft), or by Product Type, Contract, Customer Number, Platform, Class, Category, or by any of the custom fields you have identified.

Once you have identified the type of report you wish to generate, and the time frame you wish to examine, you will be prompted to indicate how you would like to receive the report. Your choices will include the options to Preview Online, Receive via E-mail, or Download via FTP. If you choose the E-mail or FTP option, you will then be prompted to indicate which file format you prefer, including Excel

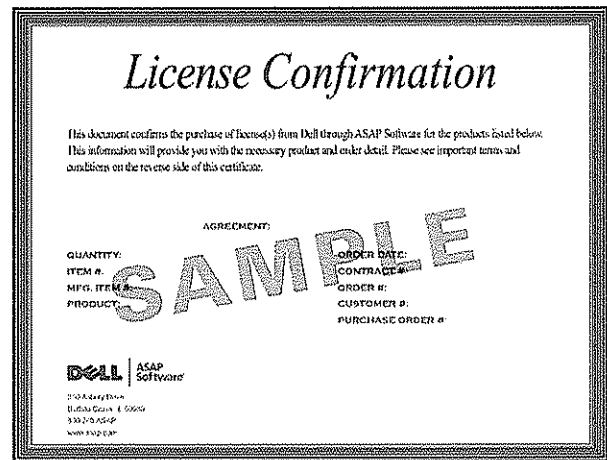


Spreadsheet (.xls), Comma Delimited (.csv), Tab Delimited (.txt), or Adobe Acrobat PDF (.PDF). In short, Dell Software Online walks you through the process and allows you to access—quickly, easily, and in a professional format—information that is invaluable to making the most of your software contract.

Please note that Dell Software’s reports contain purchasing activity for all purchases, regardless of how the original order was placed—including online or traditional methods. In addition, whichever way you choose to receive the information—view online, transmit via e-mail or download as an electronic file (FTP)—the reports are approved by the Software & Information Industry Association (SIIA) as a valid form of proof-of-purchase. If you have reports that you anticipate you will run frequently, you may save report templates to use them again. And, for added convenience, you may request to have any of these reports automatically pushed to you via e-mail on a regularly scheduled basis.

Please also note that once an order is placed with Dell, regardless of the method used to place the order, the status may be easily tracked online through our state-of-the-art Dell Software Online system. When you track your order using Dell Software Online, which is available to you 24 hours a day, 7 days a week, you will have access to order details including the date entered, date invoiced, date shipped and the shipper’s tracking number. In fact, the tracking number will automatically launch the appropriate web site to show exact package location and/or delivery information.

As another method of order acknowledgement, and to help our customers keep accurate records of their purchases, Dell Software also sends out a *License Confirmation Certificate*—automatically and free of charge—every time you place an order against one of your software Volume License Agreements. Please see the sample included within this document. You may opt to receive these certificates in hard copy, or you may have them sent to you electronically via email. The electronic copies are sent in Adobe .PDF format and may be easily printed or saved to your hard drive.



In addition to all the relevant order information, these certificates are included in the category of purchase documentation, which has reviewed and approved by the Software and Information Industry Association (SIIA) as proof of software license. Each certificate is unique to an order and is printed out when an order is placed, and this information is captured in our system so that these certificates may be replaced if lost. Our customers appreciate that this helps them keep track of purchases, especially since the requestor, the purchasing contact, and the receiver may be in three different locations. Not only does the *License Confirmation Certificate* make the purchasing process easier, it also provides West Virginia customers with bulletproof documentation of their license usage.

Dell’s ability to capture and maintain accurate ordering records makes our customers’ jobs easier. We provide SIIA approved license confirmations and reports automatically. We give you the capability to run your own customized reports. And any of these unique documents may be reproduced if you need them. If a *License Confirmation Certificate* is misplaced, or if someone leaves an agency and the reporting records they leave behind are difficult to decipher, or in the event of an audit, Dell will come to the rescue every time. We believe our license tracking and reporting expertise will continue to provide you with a major advantage when it comes to managing the State’s software contract.

Please let us know if you would like more information or a demonstration of how’s *TRACKER* and Dell Software Online systems work together to provide the State of West Virginia with fast, accurate, and detailed information about your past purchases and your future purchase options.



9. The LAR must provide Electronic Media Fulfillment services that will allow the agency to receive the data required to feed into the agency's internal electronic software distribution servers or to create their own CD's.

Dell Response:

Dell understands and fully complies with this requirement. Dell Software will make media available to the State of West Virginia using the State's preferred methods, including any method allowed by Microsoft at the time of purchase. Currently, Dell Software is able to provide our Microsoft customers with: license only, media only (Dell duplicated), Microsoft Select or Enterprise media subscriptions, Microsoft World Wide Fulfillment media, and help facilitate electronic download through the MVLS site. West Virginia customers will receive Microsoft subscription media automatically per the terms of an agency's enrollment. For license only, Dell Software duplicated media, or Microsoft media (including Worldwide Fulfillment), an agency may place an order with Dell Software via the normal order methods as described in this proposal. If customers select electronic download of media, Dell Software will assist with the MVLS site to ensure they have access to the correct titles and any key codes necessary. As Microsoft's media programs evolve, Dell will have the flexibility to adapt our processes as well so that we continue to offer the broadest range of options available to the State of West Virginia.

10. The LAR must provide Electronic Application Distribution services that will allow WVOT to deliver the product directly to an end-user by sending a secure download key for a specific product so that he end-user is not presented with any options.

Dell Response:

Dell understands and fully complies with this requirement. The current method of download for Microsoft volume licensing customers is via a completely separate and secure site which Microsoft has developed for its volume licensing customers - the Microsoft Volume Licenses Services (MVLS) site, and Dell agrees to provide information services in support of this download functionality (<https://licensing.microsoft.com/eLicense/L1033/Default.asp>).

This online resource may also be used to view licensing information, including details about Volume License Agreements, license orders, and Volume License Product Keys. Dell | ASAP regularly supports our customers' usage of this site.

Making use of the MVLS site and the benefits is of critical importance to State of North Dakota entities and will have a significant impact on each agency's return on investment. However, there is so much responsibility associated with the benefits and the site that some organizations have difficulty implementing the benefits. To help State of West Virginia agencies avoid these challenges, Dell | ASAP Software will conduct training and take an active role in helping the State to administer and manage all areas of the MVLS website, including but not limited to granting access to West Virginia customers, activating benefits, and ensuring that customers understand and take advantage of the full value of Microsoft Software Assurance.

In short, Dell Software regularly assists our government customers in maximizing the benefits of their Microsoft Volume License Agreements through proactive enrollment efforts to set up their SA benefits accurately, assistance with the MVLS site, implementation of available benefits, and more.

11. The LAR must provide Internet tracking of the agency purchase that is accessible by both the agency and the WVOT.

Dell Response:

Dell understands and fully complies with this requirement. In order to help you understand the accuracy of our license tracking and Internet reporting, it helps to envision our back-end system known as *TRACKER*.



Dell Software revolutionized the software and Volume License Agreement (VLA) management process with our *TRACKER* system. Unlike any other method of managing software purchases, *TRACKER* is a completely automated, umbrella system that accommodates every VLA and maintenance program on the market today. This unique and proprietary system currently manages thousands of contracts, representing millions of PCs.

What does this mean to you? First, it guarantees that every order from any authorized West Virginia entity is applied to the proper Microsoft contract and enrollment, which in turn ensures accuracy of Dell's reporting to Microsoft. License purchases are automatically credited to the appropriate contract and enrollment with 100 percent accuracy and each purchase is attributed to the appropriate agency or political sub-division. You'll have confidence that the licenses the State consumes will be registered with Microsoft—accurately and on time. What's more, *TRACKER* automatically keeps track of your specific VLA profiles, as well as the complexities of your maintenance program. This ability speeds-up our service response and reduces the time you spend involved with the process.

All State of West Virginia accounts are established in our *TRACKER* VLA management system using a parent-child relationship. The children and grandchildren accounts wrap up into one main parent account. Therefore, each participating entity is guaranteed to receive access to the most favorable pricing and terms available under this agreement. And while the children accounts will only be able to access the information about their own purchases, the West Virginia Division of Purchasing and WVOT will be able to view all participating entities' purchases, along with the cumulative purchases toward the your Microsoft agreement forecasts. In short, our system allows users to access the information that is important and relevant to them...and only the information that is important and relevant to them.

Once your order information is captured in *TRACKER*, it is easy to access that information online in a variety of useful formats using Dell Software Online. There are many standard online inquiries and reports available to you via this system, including:

- **Order Tracking** - If at any time, day or night, you need to inquire about a particular software order, simply go to the order inquiry area in Dell Software Online. Here you will find the status of every order you placed, no matter how it was submitted—via EDI, Internet, fax, phone, email or mail. Then, if you need to track a shipment, just click on the tracking number and it will automatically link you to the carrier's web site for complete tracking information.
- **Asset Summary Reports** - These pre-formatted reports show you precisely the number of software units shipped—including licenses and maintenance under your each publisher's licensing agreement, as well as any other items you have purchased through Dell Software. These reports also indicate to whom the orders were shipped.
- **VLA License Tracking Reports** - When the State of West Virginia signs your new Microsoft licensing agreements with Dell Software, you will be able to receive reports generated automatically using information captured through our proprietary backend *TRACKER* system. These reports will contain precise records of the State's license consumption, for the entire history of the VLA.
- **VLA Contract Status** - For every active software license agreement with Dell Software, you'll be able to discover immediately where the State stands in relation to your contract commitments. You may also view the start and end dates of your contracts, your pricing levels, what options are available, and what maintenance is required.
- **Back Order Reports** - This report provides you with the status of any software orders placed by the State that have not yet shipped. You will also be able to view the estimated ship date for each back ordered item.
- **Executive Reports** - Information in these reports is presented graphically. Using pie and bar charts, you can view a variety of purchasing and contract information in a snapshot. The graphical format provides a snapshot, which visually summarizes purchases and contract status. These unique reports currently include the following options:
 - Percentage to commitment by VLA Contract



- Purchase activity by Average Order Value
- Purchase activity by Net Purchases
- Purchase activity by # of Orders
- Purchases by CIO field (any custom field designated by the customer)
- Purchases by Customer #
- Purchases by Manufacturer
- Purchases by Manufacturer and Type of Product
- Purchases by Order Placement Method (EDI, XML, online or traditional methods)
- Purchases by Product Category (i.e. antivirus, application suite, etc.)
- Purchases by Product Class (i.e. software, hardware, docs, media, services)
- Purchases by Ship to Address
- **Custom Reports** - If you need a more tailored activity report, we've provided a way for you to develop your own summary or detailed custom report. While online, select the data fields you need, date range, product types, manufacturer(s), and click "OK." It's that simple. If there's a custom report you run on an ongoing basis, you may save it as a template for the next time you need the information.

Tracking Level of Detail

As mentioned above, Dell Software offers a wide variety of standard and custom reports detailing State of West Virginia purchases. To give you an idea of the level of detail captured in *TRACKER* and available via Dell Software Online, we are including a list of fields that you can select from when running a Custom Detail Report (just one of the many report types offered).



1. Run a Custom Detail Report > 2. Define Fields > 3. Filter > 4. Re-Organize > 5. Save > 6. Delivery Details > 7. Deliver

Schedule Site Maintenance

Pending Order

ACCOUNT MANAGEMENT

Order Management

Licensing Price Lists

Reports

Backorder

Custom Detail

Custom Summary

Executive

Order Level

Standard Asset Tracking

Volume License Contract Status

Volume License Tracking

Scheduled Reports

Current Report Log

My Account Profile

Support

Define Fields

Selected options will be displayed in your final report.

Select All Fields Previous **NEXT**

Order Detail (select all)

Customer #

Customer Name

Date Order Entered

Date Invoiced / Shipped

ASAP Order / Invoice #

Customer CU #

Customer PC #

Quantity Shipped

Price Per Unit USD

Product Details (select all)

Manufacturer Name

Manufacturer Item #

ASAP Item #

UIC/FSC Code

Product Description (ASAP)

Product Description (Mfr)

Variant

of Licenses / Pkts

Recorded Price USD

Exchange Rate at Time of Purchase

Price Per Unit (Currency Purchased In)

Extended Price (Currency Purchased In)

Currency Code

List Price Per Unit USD

Serial #

Email of Person Placing Order

Language

Product Type

Sub-Categories

Categories

Platform

Licensing Program Name

Licensing Contract ID

ASAP Internal Contract #

Helpful Hints

Select all or just a few of the available fields for inclusion in your report.

If your organization has requested that we capture certain pertinent information on every order placed with ASAP Software, you will also be able to select these fields to be included in your report. They are called Custom Information Options (CIO) fields.

Fields Defined

Category:
Software, Hardware, Media, etc.

Sub-category:
Application Suite, Android, etc.

Product Type:
License, Maintenance, Service, Plug, etc.

Platform:
Windows, Mac, Unix

Billing Information (select all)

Bill to Address 1

Bill to Address 2

Bill to City

Bill to State / Province

Bill to Zip / Postal Code

Bill to Country

Shipping Information (select all)

Ship To

Ship to Address 1

Ship to Address 2

Ship to City

Ship to State / Province

Ship To Zip / Postal Code

Ship To Country

Shipping Method

Carrier

Tracking #

Custom Information Options - (CIO)

COST CENTER

GENERAL LEDGER NUMBER

COST CENTER

JOB NUMBER

JOB NUMBER

Previous **NEXT**

Another unique feature of Dell's reports is that you'll be able to retrieve data fields as they relate to unique custom information option (CIO) fields that the Division of Purchasing or an individual agency can identify, and that we can capture for you. For example, if the West Virginia Purchasing Division requests that certain information (e.g. cost center, agency code, project number) be captured on all of the State's orders, then you are able to select this information to be included in a report.

So that you can fine-tune your reports to capture exactly the information you are looking for, you may also specify the dates for the report and you may filter within certain fields to capture only certain types of information for that field. For example, you will be able to filter by Manufacturer Name, or by Product Type, Contract, Customer Number, Platform, Class, Category, or by any of the CIO fields you have identified.

Once you have identified the type of report you wish to generate, and the time frame you wish to examine, you will be prompted to indicate how you would like to receive the report. Your choices will include the options to Preview Online, Receive via E-mail, or Download via FTP. If you choose the E-mail or FTP option, you will then be prompted to indicate which file format you prefer, including Excel Spreadsheet (.xls), Comma Delimited (.csv), Tab Delimited (.txt), or Adobe Acrobat PDF (.PDF). In short,



Dell Software Online walks you through the process and allows you to access—quickly, easily, and in a professional format—information that is invaluable to making the most of your software contract.

Please note that Dell Software’s reports contain purchasing activity for all purchases, regardless of how the original order was placed—including online or traditional methods. In addition, whichever way you choose to receive the information—view online, transmit via e-mail or download as an electronic file (FTP)—the reports are approved by the Software & Information Industry Association (SIIA) as a valid form of proof-of-purchase. If you have reports that you anticipate you will run frequently, you may save report templates to use them again. And, for added convenience, you may request to have any of these reports automatically pushed to you via e-mail on a regularly scheduled basis.

12. The LAR must accept orders of any quantity and ship orders direct to the agency free of any shipping charges within seven (7) business days after receipt of order.

Dell Response:

Dell understands and fully complies with this requirement. Dell agrees to accept any order size from the State of West Virginia under the Microsoft Select Agreement. When you place an order under many of the major publishers’ license agreements, including Microsoft, under the terms of the contract you are legally licensed as of the time the order is placed. Dell Software will send you a *License Confirmation Certificate* for your records—either hard copy or electronic if you prefer—but you do not need to wait for it before you begin to install and enjoy the benefits of your software.

When your orders include media or documentation as well as licenses, we have the processes in place to expedite those orders as well. Whether your order is being drop-shipped to a large agency or a remote division, it will receive the same fast service. As soon as an order is placed with Dell and all items are in stock, the order is sent to the WINR system, the heart of Dell’s state-of-the-art paperless warehouse. The order is then picked by our warehouse staff, who use remote handsets that scan the individual bar codes on each item to ensure that the correct items are shipped to the State. The order is then double-checked by the verifier, also with a radio frequency scanner to guarantee accuracy, to make sure that the correct items are in each shipment. This highly-praised system not only allows for a 99.9999% level of shipping accuracy, it also allows Dell Software to ship ground orders up until 6:00 PM CST and overnight orders until 6:30 PM. Once an order is shipped, the information is sent to the *TRACKER* system, where it will appear in each of our standard reports as well as the Dell Software Online reports you can generate online. Backorder information, shipping information, and even shipment tracking numbers may all be accessed via Dell Software Online.

The majority of Dell’s orders to government customers ship within 24 hours after receipt of order. In any unusual circumstances where we do not have the ability to ship product rapidly—typically in the case of a new product release or shortage from the publisher—we will work with the State of West Virginia customer to make him or her aware of the anticipated delivery date, and to offer additional solutions if applicable.

Please note also that many of the software titles covered on this agreement will be available via download from the Microsoft MVLS site, and / or via media options that are shipped via 2nd day air directly from Microsoft. We will be pleased to keep West Virginia customers informed of their purchasing options for Microsoft products as they evolve.

13. The LAR must provide all ordering entities with a written confirmation of the purchase.

Dell Response:

Dell understands and fully complies with this requirement. As a method of order acknowledgement, and to help our customers keep accurate records of their purchases, Dell Software sends out a *License Confirmation Certificate*—automatically and free of charge—every time you place an order against one of your Microsoft Volume License Agreements. Please see the sample included within this document. You may opt to receive these certificates in hard copy, or you may have them sent to you electronically via



email. The electronic copies are sent in Adobe .PDF format and may be easily printed or saved to your hard drive.

In addition to supplying all the relevant order information, these certificates have also earned the SIIA Seal of Approval. Each certificate is unique to an order and is printed out when an order is placed, and this information is captured in our system so that these certificates may be replaced if lost. Our customers appreciate that this helps them keep track of purchases, especially since the requestor, the purchasing contact, and the receiver may be in three different locations. Not only does the *License Confirmation Certificate* make the purchasing process easier, it also provides State of West Virginia customers with bulletproof documentation of customers' license usage.

Dell Software's ability to capture and maintain accurate ordering records makes our customers' jobs easier. We provide SIIA approved license confirmations and reports automatically. We give you the capability to run your own customized reports. And any of these unique documents may be reproduced if you need them. If a *License Confirmation Certificate* is misplaced, or if someone leaves an agency and the reporting records they leave behind are difficult to decipher, or in the event of an audit, Dell Software will come to the rescue every time. We believe our license tracking and reporting expertise will provide you with a major advantage when it comes to managing the State's Microsoft contract.



3 Cost Table

COST TABLE

% Discount below Microsoft's Estimated Retail Price (ERP)	18.04%	%
World Wide Fulfillment Media – Cost per CD	\$ 21.00	



4 Certification Forms

Please refer to the following forms for WV's executed bid documents.





State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**request for
 Quotation**

RFQ NUMBER
SELECT10

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**JO ANN ADKINS
 804-558-8802**

RFQ COPY
 TYPE NAME/ADDRESS HERE

Dell Marketing, L.P.
 One Dell Way, RR8-06
 Round Rock, TX 78682

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/11/2010				

BID OPENING DATE: **06/15/2010** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	LOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
1. SELECT10 BID OPENING DATE REMAINS 06/15/2010.						
2. QUESTIONS AND ANSWERS:						
1Q) FOR REQUIREMENTS 9 AND 10, WE BELIEVE THE STATE IS INTERESTED IN USING MICROSOFT;S MVLS SITE, AND REQUESTING LAR ASSISTANCE WITH THIS SITE?						
1A) YES, MVLS SITE						
2Q) IS THE STATE ABLE TO REPORT OF PURCHASES BY PRODUCT AND VOLUME UNDER THE CURRENT SELECT07 AGREEMENT?						
2A) SPEND FOR 2009 WAS \$427,000.00						
***** END OF ADDENDUM NO. 1 *****						
0001	1	EA		099-00-01-001		See Cost Table enclosed.
FEE: LICENSE FOR SOFTWARE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Joe McDonald* TELEPHONE: 504-821-7814 DATE: June 11, 2010

TITLE: Proposal Manager FEIN: 74-2616805 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (SAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
SELECT10

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JO ANN ADKINS
304-558-8802

RFQ COPY
 TYPE NAME/ADDRESS HERE

Dell Marketing, L.P.
 One Dell Way, RR8-06
 Round Rock, TX 78682

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
04/29/2010				

BID OPENING DATE: **06/15/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>REQUEST FOR QUOTATION</p> <p>THE PURCHASE DIVISION IS SOLICITING BIDS FOR MICROSOFT PRODUCTS THROUGH A LARGE ACCOUNT RESELLER, ALL IN ACCORDANCE WITH THE MICROSOFT SELECT AGREEMENT 6.1 BETWEEN MICROSOFT AND THE STATE OF WEST VIRGINIA.</p> <p>AWARD SHALL BE BASED ON THE HIGHEST DISCOUNT PERCENTAGE FROM THE MICROSOFT LEVEL D ESTIMATED RETAIL PRICE (ERP QUOTED). QUOTES WILL ONLY BE CONSIDERED FROM AUTHORIZED MICROSOFT LARGE ACCOUNT RESELLERS.</p> <p>SUCCESSFUL VENDOR MUST SIGN THE ATTACHED NO DEBT AFFIDAVIT AND WV-96 FORMS PRIOR TO AWARD. ALL VENDORS SHOULD SIGN AND INCLUDE THE FORMS WITH THEIR BID.</p> <p>A NEW SELECT AGREEMENT MAY BE NEGOTIATED WITH MICROSOFT DURING THE LIFE OF THIS CONTRACT. THE TERMS AND CONDITIONS OF THE NEW AGREEMENT WILL SUPERCEDE THE TERMS AND CONDITIONS OF THE 6.1 AGREEMENT UPON THE MUTUAL WRITTEN CONSENT OF THE STATE AND THE SUCCESSFUL VENDOR. SUCH CONSENT SHALL BE PROCESSED AS A CHANGE ORDER TO THIS CONTRACT. IF MUTUAL CONSENT CANNOT BE REACHED, THE CONTRACT WILL BE CANCELED AND A NEW LAR WILL BE SELECTED THROUGH THE COMPETITIVE BID PROCESS.</p> <p>ATTACHMENTS: SELECT10 SPECIFICATIONS WITH COST TABLE PURCHASING AFFIDAVIT WV-96</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Steve McDaniel* TELEPHONE 504-821-7814 DATE June 8, 2010

TITLE Proposal Manager FEIN 74-2616805 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
 Purchasing Division
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Request for Quotation

RFQ NUMBER
 SELECT10

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 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

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04/29/2010				
BID OPENING DATE: 06/15/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UCP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
INQUIRIES						
WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON TUESDAY, MAY 25, 2010. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER, OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:						
JO ANN ADKINS DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 FAX: 304.558.4115 E-MAIL: JO.A.ADKINS@WV.GOV						
0001	1	EA		099-00-01-001		18.04% Discount and \$21.00 per CD.
FEE: LICENSE FOR SOFTWARE						
EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Stacy McDaniel</i>	TELEPHONE 504-821-7814	DATE June 8, 2010
TITLE Proposal Manager	FEIN 74-2616805	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
 Purchasing Division
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Request for Quotation

RFQ NUMBER
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 3

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 BY ORDER

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BID OPENING DATE: 06/15/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Staci McDonald</i>	TELEPHONE 504-821-7814	DATE June 8, 2010
TITLE Proposal Manager	FEIN 74-2616805	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
 SELECT10

PAGE
 4

ADDRESS CORRESPONDENCE TO ATTENTION OF
 JO ANN ADKINS
 304-558-8802

RFQ COPY
 TYPE NAME/ADDRESS HERE

Dell Marketing, L.P.
 One Dell Way, RR8-06
 Round Rock, TX 78682

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/29/2010				

BID OPENING DATE: 06/15/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Staci McDonald* TELEPHONE 504-821-7814 DATE June 8, 2010

TITLE Proposal Manager FEIN 74-2616805 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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BID OPENING DATE: 06/15/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. ADDENDUM NO.'S: NO. 1 <input checked="" type="checkbox"/> NO. 2 NO. 3 NO. 4 NO. 5 I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING. <div style="text-align: right;"> <i>Staci McDonald</i> SIGNATURE Dell Marketing, L.P. COMPANY June 8, 2010 DATE </div>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Staci McDonald</i>	TELEPHONE 504-821-7814	DATE June 8, 2010	
TITLE Proposal Manager	FEIN 74-2616805	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
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Request for Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF
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RFQ COPY

TYPE NAME/ADDRESS HERE

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 Round Rock, TX 78682

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ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/29/2010				

BID OPENING DATE: 06/15/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.						
REV. 09/21/2009						
***** THIS IS THE END OF RFQ SELECT10 ***** TOTAL:						Please see enclosed Cost Table.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Staci McDonald</i>	TELEPHONE 504-821-7814	DATE June 8, 2010
TITLE Proposal Manager	FEIN 74-2616805	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

SELECT10

**REQUEST FOR QUOTATION
LARGE ACCOUNT RESELLER FOR MICROSOFT SELECT PROGRAM**

The purpose of this Request for Quotation (RFQ) is to establish a Large Account Reseller (LAR) to provide Microsoft products under the Microsoft Select agreement to all State agencies and participating political subdivisions (affiliates) of the State of West Virginia.

The State of West Virginia and Microsoft Corporation have a negotiated Select Agreement that permits all entities of State and Local government to procure Microsoft products at the lowest possible Select price level, Level D. This includes all product pools, i.e., Application Pool, Server Pool, and System Pool.

Actual product prices will be established by a contract with a Large Account Reseller (LAR). This pricing will be available to any affiliate, regardless of the size of the affiliate or the volume of products procured. These product prices will be based upon the LAR's percentage discounts from Microsoft Level D Estimated Retail Price (ERP).

Microsoft requires that the State choose and retain a Large Account Reseller through which the software is procured. This Large Account Reseller is defined by Microsoft as a reseller authorized by Microsoft to resell licenses in an enrolled affiliate's area under the Select Program.

If Microsoft introduces new products, the discounts established by this contract will be applied to Microsoft's new product ERP to determine product pricing under the State's Select Agreement.

The State's affiliates can establish Select Enrollments with the LAR under the terms and conditions of the State's amended Select Agreement and the LAR's contract.

Some agencies may want to buy their own CD's for the software procured. The LAR will provide World Wide Fulfillment media for those agencies at a specific cost per CD. This cost must be included on the cost table.

Please refer to Dell's Response for details on the following sections.

The Large Account Reseller must provide the following:

- 1) The LAR must have a dedicated, fulltime sales representative managing the State of West Virginia's account who can be reached via telephone via and/or e-mail Monday through Friday, between the hours of 8:00 a.m. to 5:00 p.m. EST, excepting State holidays. We understand that this sales representative may be handling other accounts but his/her workload must permit a response time of no more than four business hours from receipt of call or e-mail.
- 2) The LAR must provide Help Desk type of support to provide assistance and guidance on what to buy, prerequisites, and problems encountered during installation. This support must be provided via telephone and/or e-mail Monday through Friday, from 8:00 a.m. to 5:00 p.m. EST, excepting State holidays.
- 3) The LAR must host at least one on-site meeting with State agencies once a year to explain the contract and the services provided, as well as an overview of new product offerings from Microsoft.
- 4) - The LAR must provide orientation and planning sessions with individual affiliates regarding benefits, terms and conditions, and service elements offered. These sessions may be via conference call, video conferencing, or on-site.

- 5) The LAR must have a Select licensing expert available that can be contacted by telephone and/or e-mail. This person may be the same or in addition to the sales representative required per item 1) above.
- 6) The LAR's price sheet, based on the current ERP, must show the LAR's product number, Microsoft's product number, the description of the product, the Microsoft Estimated Retail Price (ERP), and the agency cost.
- 7) Whenever Microsoft issues a new ERP, a formal change order must be processed through the Purchasing Division. The LAR must provide the State Purchasing Division with a hard copy of the LAR's price sheet based on the new ERP and an original signature letter requesting that the new price sheet be added to the contract. It is imperative that the LAR provide this documentation in a timely manner. Repeated failure to provide the updated price list for change order processing within two weeks of issuance of a new ERP by Microsoft may be grounds for cancellation of the contract.
- 8) The LAR must provide the Purchasing Division and WVOT quarterly reports showing all purchases made under this contract. This report must show the affiliate procuring the software, the software procured, the amount of software procured, and the dollars spent by the affiliate.
- 9) The LAR must provide Electronic Media Fulfillment services that will allow the agency to receive the data required to feed into the agency's internal electronic software distribution servers or to create their own CD's.
- 10) The LAR must provide Electronic Application Distribution services that will allow WVOT to deliver the product directly to an end-user by sending a secure download key for a specific kproduct so that he end-user is not presented with any options.
- 11) The LAR must provide Internet tracking of the agency purchase that is accessible by both the agency and the WVOT.
- 12) The LAR must accept orders of any quantity and ship orders direct to the agency free of any shipping charges within seven (7) business days after receipt of order.
- 13) The LAR must provide all ordering entities with a written confirmation of the purchase.

COST TABLE

% Discount below Microsoft's Estimated Retail Price (ERP)	18.04%	%
World Wide Fulfillment Media – Cost per CD	\$ 21.00	

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Dell Marketing, L.P.

Signed: [Signature]

Date: June 8, 2010

Title: Proposal Manager

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

- 1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
- 2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
- 3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
- 4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
- 5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
- 6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
- 7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
- 8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
- 9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
- 10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
- 11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
- 12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
- 13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
- 14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
- 15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
- 16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
- 17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
- 18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
- 19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
- 20. **CONFIDENTIALITY**: -Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
- 21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA _____

VENDOR

Spending Unit: _____

Company Name: Dell Marketing, L.P.

Signed: _____

Signed: Steve McDonald *

Title: _____

Title: Proposal Manager

Date: _____

Date: June 8, 2010

*Dell accepts these terms and conditions subject to the modifications and additional terms set forth on Attachment 1.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Dell Marketing, L.P.

Authorized Signature: Staci McDonald Date: June 8, 2010

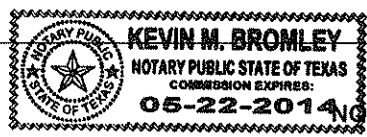
State of Texas

County of Williamson, to-wit:

Taken, subscribed, and sworn to before me this 11th day of June, 2010.

My Commission expires _____, 20____.

AFFIX SEAL HERE



[Handwritten Signature]
NOTARY PUBLIC

5 Attachment 1 to State of WV Select 10

1. The terms of this Attachment 1 shall take precedence over all conflicting terms in the RFP and any resulting Award or Purchase Order.
2. Payment terms are net 30 days from invoice. Software shall be deemed accepted within 5 days of receipt unless the State notifies Dell of its rejection and the reasons therefore.
3. The West Virginia State Government Business Associate Addendum shall not be made part of the Agreement. No Protected Health Information will be disclosed in connection with Dell's performance under the Agreement.
4. The Antitrust term shall be replaced with the following:

In the event that Vendor 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, Vendor receives monetary compensation, Vendor hereby agrees to pass on to the Agency a portion of such compensation if, and only if, the following conditions occur: (a) the compensation received by Vendor 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 Vendor to the Agency 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 Vendor was, in fact, passed on to the Agency in the computer 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 Vendor agrees to pass on to the Agency, Vendor may deduct its actual costs of suit, including attorney's fees, incurred in achieving the settlement or judgment.

5. The terms of warranties and limitations set forth at www.dell.com/warranty are incorporated herein. Dell does not warrant third party products, software or services and does not accept liability for the State's data related to the products and services covered in this RFP.

