



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header @ 1

List View

General Information | Contact | Default Values | Discount | Document Information

Procurement Folder: 499812

Procurement Type: Central Purchase Order

Vendor ID: 000000223330

Legal Name: DELL MARKETING LP

Alias/DBA:

Total Bid: \$56,793.60

Response Date: 11/07/2018

Response Time: 11:46

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT1900000033

Published Date: 10/22/18

Close Date: 11/7/18

Close Time: 13:30

Status: Closed

Solicitation Description: ADDENDUM 1 HP WINDOWS
BASED OR EQUAL TABLETS W/

Total of Header Attachments: 1

Total of All Attachments: 1

Apply Default Values to Commodity Lines

View Procurement Folder



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**State of West Virginia
 Solicitation Response**

Proc Folder : 499812

Solicitation Description : ADDENDUM 1 HP WINDOWS BASED OR EQUAL TABLETS W/ ACC.

Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2018-11-07 13:30:00	SR 0803 ESR11071800000002070	1

VENDOR
000000223330 DELL MARKETING LP

Solicitation Number: CRFQ 0803 DOT1900000033

Total Bid : \$56,793.60 **Response Date:** 2018-11-07 **Response Time:** 11:46:22

Comments:

FOR INFORMATION CONTACT THE BUYER
 Crystal Rink
 (304) 558-2402
 crystal.g.rink@wv.gov

Signature on File	FEIN #	DATE
--------------------------	---------------	-------------

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	HP Z book X360 or Equal Windows Tablet	30.00000	EA	\$1,709.890000	\$51,296.70

Comm Code	Manufacturer	Specification	Model #
43211509			

Extended Description : HP Elite X2 Windows Tablet or Equal

Comments: Please refer to Quotation No: 3000030571332.1 with ADP & NBD Support Service. Additionally for the states review, we have provided Quotation No. 3000030573294.1 this is without ADP.
Please Note: Delivery is 14-30 days ARO.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Warranty upgrade windows tablets with accident damage protec	30.00000	EA	\$40.000000	\$1,200.00

Comm Code	Manufacturer	Specification	Model #
81111818			

Extended Description : Warranty upgrade windows tablets with accident damage protec

Comments: this is tied to the hardware proposed.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Powered docking stations	30.00000	EA	\$143.230000	\$4,296.90

Comm Code	Manufacturer	Specification	Model #
43211602			

Extended Description : Powered docking stations

Comments: Please note: Delivery is 14-30 days ARO.



Proposal for State of West Virginia

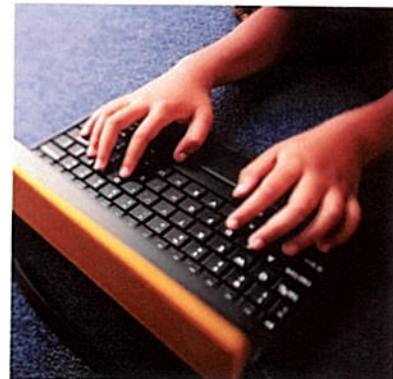
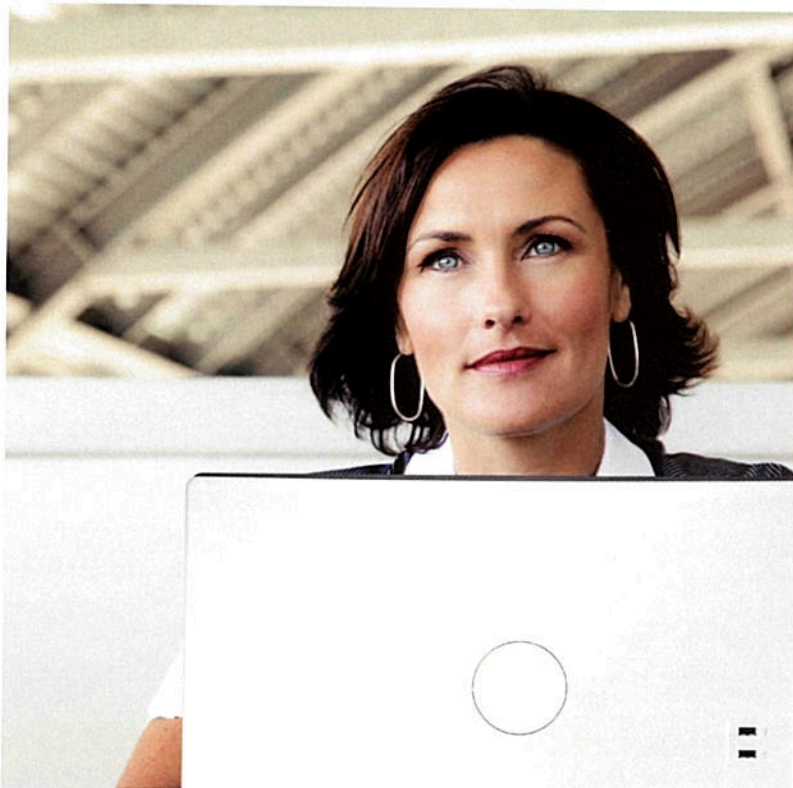
HP Windows Based or Equal Tablets w/ Accessories (63190013)

Solicitation No.: CRFQ DOT 1900000033

Wednesday, November 07, 2018



Dell Response





One Dell Way
Round Rock
TX 78682, USA

www.dell.com

Crystal Rink - Buyer

State of West Virginia
Department of Administration, Purchasing Division
2019 Washington Street, E
Charleston WV 25305

Dear Ms. Rink,

Thank you for this opportunity to submit a proposal for State of West Virginia's ("State") forthcoming technology project. The State can best procure relevant computer information technology (IT), as well as a simplified and flexible procurement process, by selecting an IT solutions vendor like Dell, with more than 34 years of IT solutions experience. Dell is the only OEM that truly provides end-to-end IT solutions and we are committed to providing the following to the State:

- Client and Workstation computing standard configurations on Dell product platforms which are relevant, award-winning, and Gartner-certified for their uniqueness of vision and ability to execute.
- Dell contractual terms negotiated with standard commercial terms of sale, warranty and support policies
- Business excellence procurement tools, online web store functionality, smart select, education services and numerous other optional programs which are effective, and drive business process efficiencies.
- Flexible, Variable, Aggressive Price Offer which reinforces Dell's commitment to the State and provides flexibility to changing technologies and access to Dell's entire catalog of products and services.

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

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

Contracting with the State is critically important to Dell. We believe that we will provide a tremendous cost value and technology benefit toward future IT Hardware and Services technology purchases. Pursuant to answers to questions provided by the State, Dell is providing exceptions and clarifications to provisions in the General Terms and Conditions, for West Virginia's review and consideration. These clarifications are detailed in Section 2- Response to RFQ Instructions Document, General Terms and Conditions of this response. Dell agrees to negotiate in good faith with the State to reach mutually agreeable provisions with respect to such provisions.

Dell believes our proposal will not only meet your RFQ criteria, but will provide a sourcing vehicle for best valued solutions at the greatest customer experience and price. Dell will partner with you every step of the way as you acquire, deploy, and manage your infrastructure.

Additionally, the State will benefit from the full breadth of Dell's expertise, experience, and services capabilities that together help you leverage the full value of your information.

Dell looks forward to working with you on this project. Should you have any questions regarding this response, please contact me at 512-724-5605 or online at Michelle.Chaney@dell.com. Additional questions may be directed to your Account Executive, Ian Ciemania at 304-333-3456, or online at Ian.Ciemania@dell.com.

We look forward to working with you.

Sincerely,



Michelle Chaney
Regional Proposal Manager

Table of Contents

Dell Profile	4
Executive Summary	6
Section 1 – Completed Applicable RFQ Cover Forms.....	10
Section 2 – Response to RFQ Instructions Document.....	12
General Terms and Conditions	15
Designated Contact / Certification and Signature Form	20
Section 3 – Response to RFQ Specifications Document.....	22
Section 4 – Exhibit A – Pricing Pages	35
Exhibit A – Pricing Page	36
Dell Quotations	37
Section 5 – Other Forms	38
Disclosure of Interested Parties/ Purchasing Affidavit.....	38
Appendix A – Proposed Hardware, Specs, Features	42
Technical Specifications	43
Appendix B – Dell End User License Agreement (EULA).....	53

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Dell Profile

Dell Technologies

Dell Technologies believes technology exists to drive human progress on a global scale - to create new markets, reshape industries, and improve the lives of every person on the planet. Our unique combination and unprecedented capabilities power true transformation for people and organizations everywhere.

Dell Technologies is comprised of Dell, Dell EMC, Pivotal, RSA, SecureWorks, Virtustream and VMware. Dell Technologies is a collective force of innovative capabilities trusted all over the world to provide technology solutions and services that accelerate digital transformation.

From making products smarter through software, to generating the insights that inform us, today's industries are driven by digital innovation. Dell Technologies delivers unmatched solutions for cloud-native applications and the Internet of Things, paired with real-time data analytics and integration.

You can reinvent your business, maintain your competitive advantage, and enrich the lives of those you serve. No one can match the scale and breadth of Dell Technologies' best-in-class, value-focused global supply chain with edge-to-core-to-cloud technology infrastructure solutions for organizations of all sizes.

Dell

As a member of the Dell Technologies unique family of businesses, Dell serves a key role in providing the most comprehensive end-user computing portfolio including Desktops, Laptops, 2-in-1's, Workstations, Thin Clients, Rugged Devices and Dell Branded Displays and Accessories. No one surpasses Dell's unmatched reputation for cutting-edge innovation - we lead the way with new technologies.

Our world and our work are becoming more immersive, more collaborative, more mobile, AND more competitive – and it's changing at a dramatic pace – improving 10X every 5 years! That means 10 times faster and 10 times smaller every 5 years. With this we've seen the rise of new technologies like Augmented Reality (AR), Virtual Reality (VR), the Internet of Things (IoT), and Smart Offices.

These technology advancements in capability, bandwidth, and mobility have forever changed how we work – leading to a workforce transformation. But, despite all these changes, one thing remains consistent

-we will always need computing at the edge, and PCs will continue to be the primary way work gets done.

Dell's award-winning end-user portfolio is designed for productivity. To really maximize productivity you want devices that are designed for the way people work, with the latest Processors, Touch, Voice, Gesture, and Wireless technology - but you also want devices your workers want to use - that are exciting and desirable.

Dell's design process is laser-focused on our customers. We go straight to the source and directly engage our customers every single day in our *Global Customer Solution Centers, Focus Groups, Surveys, Customer Advisory Councils, and on Social Media*. We understand how people work, their needs, their wants, and pain points. *We design for real people and the real world*

We incorporate feedback into all of our design processes – from concept through testing to execution. We sweat the details. We are consistent and thoughtful, because we know simple things can make the



difference between a pleasure to use and a pain. Our goal is to minimize distractions and maximize productivity, with products that are efficient and easy to use.

This proposal contains confidential material that is proprietary to Dell. The materials, ideas and concepts contained herein are to be used exclusively to evaluate the capabilities of Dell to provide a solution for State of West Virginia. The information and ideas herein may not be disclosed to anyone outside of State of West Virginia to be used for purposes other than the evaluation of Dell's capabilities. Dell believes the information in this document is accurate as of its publication date. The information is subject to change without notice.

Dell
One Dell Way
Round Rock, Texas 78682 USA

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Executive Summary

Choosing Dell as your Supplier

We have one primary goal for the State of West Virginia, which is for Dell continuing to be your trusted advisor in delivering the most manageable, secure and reliable technology solutions that also deliver the highest overall value versus any other vendor you are considering. In responding to the State's requirements, Dell has designed a solution that addresses your expressed organization and geographical challenges and offers tangible financial, operational and business benefits.

The State Core Needs

Dell understands that the State requires many types of client computing devices, monitors, and related services to fulfill the business functions of your constituents and customers. We also know that you seeks to purchase, support, and operate these systems more efficiently as well as find common ground where savings might be made throughout the life cycles of its many technologies. As such, Dell proposes the following purchasing and operating model:

- A price model / structure for standard configurations for client systems, monitors and related products.
- A contract agreement with standard terms and conditions of sale, including warranty terms, delivery requirements, discounts and other generic requirements, applying to all the supplier's product lines.
- A vendor who can provide a set of customized programs, tools, and offers including web stores, configuration services, reporting, education services and extended / upgraded warranty support to meet the needs of State of West Virginia.

Dell offers superior quality and value of solutions through operational excellence based on:

Expertise

- Dell uses a Business Process Improvement (BPI) methodology, based upon the internationally recognized 6-Sigma, for continuous innovation and process quality improvement.
- Dell offers validated, best of breed solutions based on thousands of successful deployments.
- Intellectual property and solution project management are maintained by Dell.

Efficiency

- Dell's solution framework (based upon industry best practice) can be customized to meet your business needs, and allows for rapid design and deployment of solutions.
- Our expertise in delivering core infrastructure services ensures the efficiency of solution planning, implementation and on-going maintenance.

Dependability

- Dell's unique business model provides The State with a single point of accountability for everything we do.
- Dell is passionate about its customer relationships. That passion means that you can be assured of high quality delivery – and also that doing business with Dell will be easy.





Dell as a Strategic Partner

Dell is a leading provider of end-to-end scalable solutions for customers around the world. We have been listening and engaging with our customers for more than 34 years; your insight guides everything we do. Our end-to-end solutions strategy is enabled through the innovations and investments we have made. We have established four solution groups to support our customer segments; end-user computing, enterprise solutions, software, and services. Dell is committed to designing and delivering technologies that are practical, relevant, and customer-inspired.

Dell desires establish a collaborative partnership with the State of West Virginia through this purchasing initiative with a direct relationship. We understand The State’s objective of selecting a preferred supplier to provide computer IT solutions and we are committed to exceeding those objectives.

Dell is Different

While many vendors talk about standards, openness, modularity, scalability, advanced platforms, and end-to- end solutions, they do many things, often behind the scenes, that make IT much more complicated than it already is. Dell’s approach is to drive out cost and complexity by providing IT solutions with the following characteristics:

	Standards-based	No deliberate technology lock in
	Open approach	No intentionally closed ecosystems
	Modular systems	No costly monolithic stacks
	Flexible scaling	No forced constraints or rip-and-replace
	Modern portfolio	No vested interest in legacy systems
	End-to-end solutions	No siloed viewpoint or hidden agenda



State Account Management Team

Dell's philosophy is that the relationship begins prior to the sale, when the Account Team works with State to implement a custom strategy that will allow easy expansion and incorporation of relevant new technologies. We have dedicated resources that live, work, and serve within the State of West Virginia and they look forward to serving the State and your constituents for your Client Information Technology needs. Dell seeks to develop and utilize direct customer relationships to understand State's needs and to deliver high quality computer products and services tailored to meet those needs. Your Account Team is available to provide State with personalized advice and support based on your specific needs, technology planning, lifecycle cost management and project planning.



DELLEMC Account Team



Daily Account Mgmt



Ian Cieman
Account Executive

[Ian.Cieman@dell.com](mailto:Ian.Cieman@ dell.com)
Ph: 304-333-3456

- Single point of accountability
- Available for site visits

Jon Harris
Inside Sales Representative

Jon.Harris@dell.com
Ph: 512-513-8422

- Overall account management
- Product quotes

Client Solution Group



Jennifer Hunt
Client Specialist

Jennifer_Hunt1@dell.com
Ph: 330-831-9645

- Technical expertise in desktops, laptops, and monitors



Dewayne Bryant
Inside Client Specialist

Dewayne_Bryant@Dell.com
Ph: 512-723-0100

- Inside Technical expertise in desktops, laptops, and monitors

Software & Peripherals

Michael Bartley
S&P Specialist

Jonmical.Bartley@dell.com
Ph: 512-513-8794

- Dell Branded and 3rd party software

Tony Bonadio
VMware

Tony_Bonadio@Dell.com
Ph: 512-723-3763

- Dell / VMware items

Data Protection Services

DP Executive: **Wes Tardy**

Wes.Tardy@dell.com
Ph: 304-544-6839

- Technical expertise in enterprise Data Protection

DP Engineer: **Eric Platt**

Eric.Platt@dell.com
Ph: 740-542-9375

- Pre-sales technical support



Services	Jeff Dippold Dell Professional Services	Jeffery.Dippold@dell.com Ph: 248-420-2351	<ul style="list-style-type: none"> • Professional Services • Enterprise Services
Sales Mgmt. Team	Robin Albarran Inside Sales Manager	Robin.Albarran@dell.com Ph: 512-513-2048	<ul style="list-style-type: none"> • On Site Visits • Escalations
	Brian Teodecki Regional Sales Director (Compute)	Brian.Teodecki@dell.com Ph: 586-488-5074	
	Lara Elghazal Regional Director of Sales (Storage)	Lara.ElGhazal@dell.com Ph: 973-356-6506	
	Todd Johnson Regional Director of Sales	Todd.Johnson@dell.com Ph: 248-480-6245	
	Dan Donovan Senior Director of Sales	Dan.Donovan@dell.com Ph: 248-480-6245	

Account Support Resources

Employee Purchase
800-999-3355

Technical Support
866-362-5350

Premier Page Helpdesk
877-542-3355

Customer Care
800-274-1550

Helpful Links

Dell EMC Virtual Rack :
www.esqvr.dell.com

TechCenter :
www.en.community.dell.com/techcenter/default.aspx

The Dell Community (Join forums, pose questions, leverage wikis and more!):
www.en.community.dell.com/




Section 1 – Completed Applicable RFQ Cover Forms

Dell Response

Please refer to the following pages for the Dell executed and signed State of West Virginia Solicitation No.: CRFQ 0803 DOT1900000033 forms.



	Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130	State of West Virginia Request for Quotation 21 – Info Technology

Proc Folder: 499812			
Doc Description: HP WINDOWS BASED OR EQUAL TABLETS W/ ACCESSORIES (63190013)			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2018-10-11	2018-11-07 13:30:00	CRFQ 0803 DOT 1900000033	1

BID RECEIVING LOCATION			
BID CLERK DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON WV 25305 US			

VENDOR
Vendor Name, Address and Telephone Number: Dell Marketing L.P. (Dell) One Dell Way, Box RR1-33 Round Rock, TX 78682 800-981-3355

FOR INFORMATION CONTACT THE BUYER
 Crystal Rink
 (304) 558-2402
 crystal.g.rink@wv.gov

Signature X



FEIN # 74-2616805

DATE November 7, 2018

Page: 1

FORM ID: WV-PRC-CRFQ-001



Section 2 – Response to RFQ Instructions Document

Dell Response


Dell acknowledges and understands. We have reviewed the information contained in the State's RFQ Instructions document. We are providing a direct response only where specific information is requested by the State and / or where Dell would offer explanation detail regarding how we comply against a specific RFQ requirement.

Addenda Acknowledgement Form

Dell Response

Dell acknowledges receipt of Addenda No. 1. Please refer to the following page for the completed State Acknowledgement of Addenda Form.



	Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130	State of West Virginia Request for Quotation 21 – Info Technology

Proc Folder: 499812			
Doc Description: ADDENDUM 1 HP WINDOWS BASED OR EQUAL TABLETS W/ ACC.			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2018-10-22	2018-11-07 13:30:00	CRFQ 0803 DOT1900000033	2

BID RECEIVING LOCATION			
BID CLERK DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON WV 25305 US			

Vendor
Vendor Name, Address and Telephone Number: Dell Marketing L.P. (Dell) One Dell Way, Box RR1-33 Round Rock, TX 78682 800-981-3355

FOR INFORMATION CONTACT THE BUYER

Crystal Rink
 (304) 558-2402
 crystal.g.rink@wv.gov

Signature X



FEIN # 74-2616805

DATE November 7, 2018

Page: 1

FORM ID. WV-PRC-CRFQ-001



ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DOT1800000033

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

Dell Marketing L.P.

Company

Michella Chaney

Authorized Signature

November 7, 2018

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012



General Terms and Conditions

Dell's Exceptions Response to General Terms and Conditions

Dell is providing the following exceptions and clarifications, to provisions in the General Terms and Conditions, for West Virginia's review and consideration. Dell agrees to negotiate in good faith with West Virginia to reach mutually agreeable provisions with respect to such provisions.

General Terms and Conditions	Dell Requested Language/Comments
1. Contractual Agreement	Dell requests the addition of the following to the last sentence in this section, "as may be amended by mutually agreeable terms and conditions to the exceptions and clarifications in Vendor's response to the RFP."
8. Insurance	<p>Dell requires the following changes to the insurance provision:</p> <ul style="list-style-type: none"> • In the third sentence, delete "Thirty (30) days prior to the expiration of the insurance policies" and add at the end of the sentence "as soon as practical following such renewal." • Replace the fourth sentence with the following: "All certificates shall contain the provision that notice of cancellation shall be provided in accordance with policy provisions."
14. Payment	Dell requests the following payment terms: Customer's payments shall be due forty-five 45 days from date of invoice. Without waiving any other rights or remedies and without liability to State, Dell may suspend any or all services or deliveries until all undisputed overdue amounts are paid in full.
15. Purchasing Card Acceptance	The State has the payment method options: (1) P-Card payment made at the time of order and charged upon shipment of product, or (2) Electronic funds transfer pursuant to the payment terms agreed to in Section 14. Dell is open to further discussion and negotiation on this topic.
16. Taxes	<p>Dell requests adding the following to the end of the first sentence: "for which it is required to pay by applicable law".</p> <p>Dell requests adding the following at the end of the second sentence: "; the State will provides Dell a valid certificate of exemption or other proof of exemption of such taxes".</p>
26. Subsequent Forms	The use of any Dell Software (defined as any software, library, utility, tool, or other computer or program code, in object (binary) or source-code form as well as the related documentation provided by Dell to State) is subject to the terms of the End User License Agreement (E-EULA), attached hereto as Appendix B and incorporated by reference fully herein. Products may be subject to separate product guides, operating manuals, or other



	<p>documentation included with the packaging or presented to State during the installation or use of the products.</p> <p>If Customer has a license agreement with Microsoft that covers the Microsoft Software provided with the equipment, then that license agreement will govern Customer's use of the Microsoft Software, otherwise the Microsoft Software will be governed by the license provided with such software.</p>
28. Warranty	<p>Please replace with the following:</p> <p>LIMITED WARRANTY. DELL WARRANTS THAT THE DELL-BRANDED HARDWARE PRODUCTS WILL CONFORM TO THE DELL SPECIFICATIONS CURRENT WHEN THE PRODUCT IS SHIPPED AND WILL BE FREE FROM MATERIAL DEFECTS IN MATERIALS AND WORKMANSHIP DURING THE APPLICABLE WARRANTY PERIOD ("LIMITED WARRANTY"). THE LIMITED WARRANTY PERIOD FOR DELL-BRANDED PRODUCT BEGINS ON THE PRODUCT SHIP DATE. DELL WARRANTS THAT THE DELL-BRANDED SERVICES WILL BE PROVIDED IN A GOOD AND WORKMANLIKE MANNER. DELL HAS THE RIGHT TO GRANT THE LICENSES TO THE DELL-BRANDED SOFTWARE LICENSED UNDER THIS AGREEMENT, AND SUCH SOFTWARE WILL AT THE TIME OF SHIPMENT SUBSTANTIALLY CONFORM TO THE FUNCTIONAL SPECIFICATIONS AND CURRENT DOCUMENTATION PROVIDED BY DELL.</p> <p>Disclaimers. EXCEPT AS EXPRESSLY STATED ELSEWHERE IN THIS AGREEMENT, DELL, (INCLUDING ITS AFFILIATES, CONTRACTORS, AND AGENTS, AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS, AND OFFICERS), ON BEHALF OF ITSELF AND ITS SUPPLIERS (COLLECTIVELY, THE "DELL PARTIES") DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE PRODUCTS, SOFTWARE, OR SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY (1) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, OR NON-INFRINGEMENT; (2) RELATING TO THIRD-PARTY PRODUCTS, SOFTWARE, OR SERVICES; (3) RELATING TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE, OR DELL EMC'S PERFORMANCE OF THE SERVICES; OR (4) REGARDING THE RESULTS TO BE OBTAINED FROM THE PRODUCTS, SOFTWARE, SERVICES, OR THE RESULTS OF ANY RECOMMENDATION BY DELL.</p> <p>HIGH-RISK ACTIVITIES. THE PRODUCTS, SOFTWARE, AND SERVICES ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE,</p>



	<p>SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, WEAPONS SYSTEMS, LIFE-SUPPORT MACHINES, OR ANY OTHER APPLICATION IN WHICH THE FAILURE OF THE PRODUCTS, SOFTWARE, OR SERVICES COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR PROPERTY DAMAGE (COLLECTIVELY, “HIGH-RISK ACTIVITIES”). DELL EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH-RISK ACTIVITIES.</p> <p><u>WARRANTY EXCLUSIONS.</u> WARRANTIES DO NOT COVER DAMAGE DUE TO EXTERNAL CAUSES, SUCH AS ACCIDENT, ABUSE, MISUSE, PROBLEMS WITH ELECTRICAL POWER, SERVICE NOT PERFORMED OR AUTHORIZED BY DELL (INCLUDING INSTALLATION OR DE-INSTALLATION), USAGE NOT IN ACCORDANCE WITH PRODUCT OR SOFTWARE INSTRUCTIONS, NORMAL WEAR AND TEAR, OR USE OF PARTS AND COMPONENTS NOT SUPPLIED OR INTENDED FOR USE WITH THE PRODUCTS, SOFTWARE, OR SERVICES. THESE WARRANTIES DO NOT APPLY TO THIRD-PARTY PRODUCTS. ANY WARRANTY ON A THIRD-PARTY PRODUCT IS PROVIDED BY THE PUBLISHER, PROVIDER, OR ORIGINAL MANUFACTURER. ALL THIRD-PARTY PRODUCTS ARE PROVIDED BY DELL “AS IS.”</p>
30. Privacy, Security and Confidentiality	Dell does not believe this section is applicable based on the products being offered. Dell request additional discussion prior to inclusion in the Contract.
35. Vendor Relationship	<p>Dell proposes replacing the last paragraph with the following:</p> <p>“Dell agrees to defend and indemnify Customer from and against any third party claims, demands, liabilities, or expenses (including, without limitation, attorneys’ fees) necessarily incurred by Customer to the extent caused by Dell’s failure to pay such compensation, tax, insurance, or benefit to its personnel as employees of Dell; provided that Customer (i) has not interfered with Dell’s supervision of its personnel, (ii) promptly notifies Dell of each such claim when and as it comes to Customer’s attention, (iii) cooperates with Dell, at Dell’s expense, in the defense and resolution of such claim, and (iv) grants Dell sole control of the defense and resolution of such claim. Notwithstanding the foregoing, Dell shall bear no responsibility or otherwise be liable for any determination regarding the status of its personnel which is based on factors beyond its reasonable control or where Dell is without fault.”</p>
36. Indemnification	<p>Dell proposes replacing section 36 with the following.</p> <p>“Vendor shall defend and indemnify the State against third party claims, including reasonable attorney’s fees, for tangible property damage and bodily injury (including death) to the extent</p>



directly caused by Vendor's gross negligence or willful misconduct in the performance of its obligations under the Contract. The State will (a) promptly notify Vendor in writing of any such claim and grant Vendor sole control of the defense and resolution of such claim and (b) cooperate with Vendor, at Vendor's expense, in defending and resolving such claim."

Dell proposes adding the following additional Indemnification:

"A. Indemnity. Dell shall (a) defend Customer against any third party claim that Dell-branded Products (excluding Third-Party Products and open source software) infringe that party's patent, copyright, or trade secret enforceable in the United States (a "Claim"); and (b) indemnify Customer by paying (i) the resulting costs and damages finally awarded against Customer by a court of competent jurisdiction to the extent that such are the result of the third party Claim, or (ii) the amounts stated in a written settlement negotiated and approved by Dell. In addition, should any such Product become, or in Dell's opinion be likely to become, the subject of a Claim, Dell may, at its expense and in its discretion (1) obtain a right for Customer to continue using the affected Products; (2) modify the affected Products to make them noninfringing; (3) replace the affected Products with non-infringing substitutes; or (4) provide a reasonable depreciated or pro rata refund for the allegedly infringing Product. Except as otherwise provided by law, this Section states Customer's exclusive remedies for any third-party intellectual property claim relating to Products, and nothing in this Agreement or elsewhere will obligate Dell to provide any greater indemnity.

B. Exclusions from Indemnity. Dell shall have no obligation under this Section (a) if Customer is in material breach of this Agreement or (b) for any Claim resulting or arising from (i) any combination, operation or use of a Dell-branded Product with any other products, services, items, or technology, including Third-Party Products and open source software; (ii) use for a purpose or in a manner for which the Product was not designed, or use after Dell notifies Customer to cease such use due to a possible or pending Claim; (iii) any modification made by any person other than Dell or its authorized representatives; (iv) any modifications made by Dell pursuant to instructions, designs, specifications or any other information provided to Dell by or on behalf of Customer; or (v) use of any version of a Product when an upgrade or newer iteration of the Product made available by Dell would have avoided the infringement; (vi) services provided by Customer (including Claims seeking damages based on any revenue Customer derives from Customer's services); or (vii) any data or information which Customer or a third party records on or utilizes in connection with the Dell-branded Product.

C. Customer Obligations. Dell's duty to indemnify and defend under this Section is contingent upon: (i) Customer sending prompt written notice of the Claim to Dell; (ii) Customer granting



	<p>to Dell the sole right to control the defense and resolution of the Claim, and (iii) Customer cooperating in Dell's defense and resolution of the Claim, and in mitigating any damages.”</p>
<p>Additional Terms - Dell respectfully request additional discussion around additional terms not included in the RFP documents, prior to finalization of Contract:</p>	<p><u>Trade Compliance:</u> Vendor and State acknowledge that products (including software) sold or licensed under this Contract are subject to export control laws and regulations of the United States of America and other countries from which they were supplied and in which they are used and agree to abide by those laws and regulations. State acknowledges that State is responsible for obtaining any necessary licenses relating to the export of products.</p> <p><u>Direct Damages:</u> Except for Vendor's Indemnification Obligations for tangible property damage and bodily injury and infringement of intellectual property set forth in Section 36, Vendor's total liability for any and all claims, actions and causes of action under the Agreement shall be limited to 1.5 times the amounts paid to Dell under the Agreement. <i>[Note: Dell does not believe this clause would violate the law prohibiting West Virginia from taking on the debt of a third party as Dell is not requesting West Virginia indemnify it from a third party claim. Like the other clauses in Dell's exception list, Dell is willing to discuss this provision further]</i></p> <p><u>Indirect Damages:</u> Vendor shall not be liable for indirect, consequential, special, punitive, incidental and other types of non-direct damages arising out of or in connection with this Contract.</p> <p>Define "<u>Acceptance</u>" by the state. Suggested language: Any delivery shall be deemed accepted if the State does not notify Dell in writing of a material nonconformity with what the State ordered or with the product's published specifications within fifteen (15) days of delivery. Thereafter, any nonconformity will be addressed pursuant to the applicable warranty.”</p>



Designated Contact / Certification and Signature Form

Dell Response

Please refer to the following page for the completed Designated Contact as well as Certification and Signature Form.



DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Dell Marketing L.P.
 (Name, Title)
Cyndi Radel - Contract Program Manager
 (Printed Name and Title)
One Dell Way, Round Rock, Texas 78682
 (Address)
231-747-9294
 (Phone Number) / (Fax Number)
Cyndi.Radel@Dell.com
 (email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Dell Marketing L.P.
 (Company)
Michelle Chaney - Michelle Chaney, Regional Proposal Manager
 (Authorized Signature) (Representative Name, Title)
Michelle Chaney, Regional Proposal Manager
 (Printed Name and Title of Authorized Representative)
November 7, 2018
 (Date)
Ph: 512-724-5605 Fax: N/A
 (Phone Number) (Fax Number)

Revised 06/08/2018

*Above signed inclusive of: Contracting with the State is critically important to Dell. We believe that we will provide a tremendous cost value and technology benefit toward future IT Hardware and Services technology purchases. Pursuant to answers to questions provided by the State, Dell is providing exceptions and clarifications to provisions in the General Terms and Conditions, for West Virginia's review and consideration. These clarifications are detailed in Section 2 – Response to RFQ Instruction.



Section 3 – Response to RFQ Specifications Document

1 – Purpose and Scope

Dell Response

Dell acknowledges and understands. We have reviewed the information contained in Section 1 of the State's Specifications Document. We are providing a direct response only where specific information is requested by the State and / or where we would offer explanation detail regarding how we comply against a specific RFQ requirement.

2 – Definitions

Dell Response

Dell acknowledges and understands. We have reviewed the information contained in Section 2 of the State's Specifications Document. We are providing a direct response only where specific information is requested by the State and / or where we would offer explanation detail regarding how we comply against a specific RFQ requirement.

3 – General Requirements

Dell Response

Dell acknowledges and understands. We have reviewed the information contained in Section 3 of the State's Specifications Document. We are providing a direct response only where specific information is requested by the State and / or where we would offer explanation detail regarding how we comply against a specific RFQ requirement.



3.1 – Contract Items and Mandatory Requirements

Dell Response

Dell acknowledges and understands. We have reviewed the information contained in Section 3 of the State's Specifications Document. We are providing a direct response only where specific information is requested by the State and / or where we would offer explanation detail regarding how we comply against a specific RFQ requirement.

3.1.1 – Equivalent Windows Tablet PC

Dell Response

Dell confirms our compliance to the specifications detailed in 3.1.1 – (30) Hewlett Packard (HP) or Equivalent Windows based tablet – Zbook X360 G5 Windows Tablets with powered charging docking stations or equivalent Windows Tablet. Dell has proposed the 7390 2-in-1, where we meet or exceed all mandatory requirements detailed therein.



Experience optimum productivity and mobility in a device that is small and light. Choose slimmer bezels and immerse yourself in a display that is designed to saturate its user with an ultimate viewing and touch interface. Weighing less than a half-gallon of milk and sculpted with premium materials including an alloy chassis, soft touch paint artfully combined to achieve durability and beauty.

New system access and connectivity features that improve your productivity throughout the workday. And docking, which is now a breeze with multiple options including DisplayPort™ over USB Type-C.

Relax knowing that this series of laptops is the world's most secure featuring optional multi-factor authentication.



State Requirement	Dell 7390 2-in-1
HP Intel i7 processor with Intel HD Graphics 515 3.1 GHZ Turbo Boost Technology, 4 MB Cache two cores, integrated chipset, Windows 10 Pro 64 bit - or equal.	Meets
Windows 10 Professional or equal.	Meets
16 GB SDRAM - or equal.	Exceed (16GB)
Minimum 15" diagonal Full High Definition ultra slim backlit touch screen or equal.	Exceeds (13.3" 1920 x 1080)
NVIDA Quadro P100 video card with dedicated 4GB DDR5	Meets
Minimum 512 GB Solid State Hard Drive or equal	Meets
Integrated forward facing web conferencing camera	Meets
Dual Band Wireless - for cellular connectivity and Bluetooth 4.2. Must be Broadband compatible using Agency-provided SIM (Subscriber Identity Module card).	Meets
Travel Keyboard with Click Pad Mouse that supports 2 way scroll, taps and gestures - or equal.	Meets
Active Pen with Bluetooth launch	Meets
150 WAC Adapter with minimum 40 hour battery life-or equal.	Meets
Manufacturer's Standard warranty - or equal. Warranty should include parts and labor for one year.	Meets



3.1.1.1. All Hardware components and warranty/support must be provided directly by hardware manufacturer.

Dell Response

Dell acknowledges and understands.

3.1.1.2 Vendor MUST provide with the bid a detailed configuration document outlining all the components included in the equipment being specified.

Dell Response

Dell acknowledges and understands. Dell is proposing our own OEM and branded computing devices. We are providing to the State detailed configuration, specification, and feature detail which is located in [*Appendix A – Proposed Hardware*](#) of this response.

3.1.1.3 Vendor shall provide pricing for a warranty upgrade to provide a total of four years in coverage. The warranty upgrade shall include a minimum of next day onsite coverage for hardware, keyboard, monitor and other internal components. Warranty shall also cover damages resulting from accidental falls, water exposure and other forms of unintentional damage.

Dell Response

Dell acknowledges and understands. We have provided warranty coverage as requested.



3.1.1.4 Vendor shall provide (30) manufacturer provided docking powered docking stations that also charges the device battery.

Dell Response

Dell confirms our compliance to the specifications detailed in 3.1 – Mandatory Contract Item Requirements. We meet or exceed mandatory requirements detailed therein.

DELL BUSINESS DOCK - WD15



Compatible with a wide range of systems with varied port options and connectivity

- Compatible with a wide range of Dell USB-C laptops, from 2-in-1s to workstations
- Double the charging capability at 130W, enabling 80% of laptop battery charged within an hour with Dell ExpressCharge
- Option for zero footprint with flexible mounting options under desk or behind monitor for a clean desktop
- Diverse connectivity and port options
- Offers Business Class features when used with Dell laptops

DELL BUSINESS THUNDERBOLT DOCK - TB16



Ultimate performance and speedy data transfers for power users connecting to Thunderbolt devices

- Offers lightning-fast data transfers of up to 40Gbps
- Double the charging capability at 130W, enabling 80% of laptop battery charged within an hour with Dell ExpressCharge
- Connects up to three Full HD displays or two 4K displays or one 5K display
- Offers Business Class features when used with Dell laptops

Dell Universal Dock - D6000

Universal Docking Solution

Conveniently connect any laptop equipped with USB-C or USB3.0 with the Dell Universal Dock – D6000. Enjoy universal compatibility with a wide range of PC brands and operating systems supported by DisplayLink technology. Whether you're at your desk or in a shared workspace, you can easily connect to displays, a mouse, keyboard, and audio devices from your compatible system of choice.



3.1.1.5 Tablet must be configured so it can accept micro-SD card from AT&T or Verizon wireless providers. Wireless service will be procured separately.

Dell Response

Dell confirms our compliance to the specifications detailed in 3.1 – Mandatory Contract Item Requirements. We meet or exceed mandatory requirements detailed therein.

3.1.1.6 Alternate bids that are equal to meet, or exceed the specifications and requirements listed are invited. In order to receive full consideration, such alternate bids must be accompanied by sufficient descriptive literature and/or samples to clearly identify the offer and allow for a complete evaluation.

The use of brand name or equal specifications is for describing the minimum standard of quality technical performance, and installation characteristics required and are not intended to limit or restrict competition.

Dell Response

Dell acknowledges and understands.



4 – Contract Award

4.1 – Contract Award

The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown in the Pricing Pages.

Dell Response

Dell acknowledges and understands.

Contracting with the State is critically important to Dell. We believe that we will provide a tremendous cost value and technology benefit toward future IT Hardware and Services technology purchases. Pursuant to answers to questions provided by the State, Dell is providing exceptions and clarifications to provisions in the General Terms and Conditions, for West Virginia's review and consideration. These clarifications are detailed in Section 2 – Response to RFQ Instructions Document, General Terms and Conditions of this response. Dell agrees to negotiate in good faith with the State to reach mutually agreeable provisions with respect to such provisions.

4.2 – Pricing Page

Vendor should complete the Pricing Pages by providing a total cost for the hardware being requested. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

Dell Response

Dell acknowledges and understands. We have completed the State's Exhibit A – Pricing Pages as instructed and have included with our submission.



5 - Payment

Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

Dell Response

Dell acknowledges and understands. Payment shall be due net forty-five (45) days from date of invoice unless invoice State payment terms greater than thirty (45) days. Without waiving any other rights or remedies and without liability to State, Dell may suspend any or all services or deliveries until all overdue amounts are paid in full.

6 – Delivery and Return

6.1 Shipment and Delivery

Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within (20) twenty work days after receiving a purchase order or notice to proceed. Final cost shall include shipping charges, delivery charges. Contract Items must be delivered to Department of Transportation/Highways Information Services, Building 5, Room A-715. All server components must be installed in the server at the time of delivery.

Dell Response

Dell acknowledges and understands. Dell will make every reasonable effort to meet the requested shipping and delivery requirements requested herein.



6.2 Late Delivery

The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

Dell Response

Dell acknowledges and understands. The agency placing the order may monitor an individual system's production and shipping status through its Premier.Dell.com Internet site, which provides frequent updates on what process steps the system completes, and/or is currently in. The Agency placing the order can register to be notified when orders are shipped.

6.3 Delivery Payment/Risk of Loss

Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location

Dell Response

Dell acknowledges and understands. Dell does not provide original freight bills to customers.



6.4 Return of Unacceptable Items

If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be FOB the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

Dell Response

Dell acknowledges and understands. Please refer to Dell's stated return policy provisions immediately following.

Dell Return Policy (U.S. only) (applies only to purchases directly from Dell)

Dell values its relationship with you, and offers you the option to return most products you purchase directly from Dell. For all purchases not made directly from Dell, please check the return policy of the location from which you purchased your product.

Day Return Period for Certain Products and Accessories: Unless you have a separate agreement with Dell, or except as provided below, all hardware, accessories, peripherals, parts may be returned within 30 days from the date on the packing slip or invoice for a credit or a refund of the purchase price paid, less shipping and handling, and any applicable restocking fees (as further described below). Any product returned to Dell **without prior authorization** from Dell will be considered an **unauthorized** return, and you will not receive credit for the product and Dell will not ship the product back to you.

Exceptions to Dell's 30-Day Return Period:

- **Software may not be returned at any time**, unless the software being returned is:
 - Application software or operating systems installed by Dell on a returnable system which is being returned within the applicable return period; or
 - Media-based software that is unopened and still in its sealed package or, if delivered electronically, software that you have not accepted by clicking "I agree to these Terms and Conditions.
- **Dell EqualLogic and EqualLogic-branded products, Dell|EMC, EMC and VCE-branded products, Dell Compellent and Compellent-branded products, Dell KACE and KACE-branded products, Dell Force10 and Force10-branded products, PowerVault ML6000 tape libraries, PowerVault DL and DR products, Dell SonicWALL and SonicWALL-branded products, Dell Wyse and Wyse-branded products, Dell Quest, Quest, ScriptLogic and VKernel branded products, Dell Software branded products, Dell Data Protection | Rapid Recovery and Dell Data Protection | Rapid Recovery branded products, Dell StatSoft and StatSoft-branded products, non-Dell-branded enterprise products, enterprise software, and customized products may not be returned at any time.**
- Licenses purchased under any type of volume license agreement may be returned only with the express approval of the publisher, which in many circumstances will not be granted.



- Non-Dell branded **mobile phone** offers fulfilled by third-party partners are subject to partner return policies, which may have shorter return periods.

Restocking Fees: Unless the product is defective or the return is a direct result of a Dell error, Dell may charge a restocking fee of up to 15% of the purchase price paid, plus any applicable sales tax.

Promotional Items: If you return a purchased item that qualified you for a discount, promotional item or promotional card (for example, buy a service, get a computer half off; buy a computer, get a free printer; buy a TV, get a promotional gift card) and either (i) do not also return the discounted or promotional item or (ii) have already redeemed the promotional card, Dell may deduct the value of the discount, promotional item or redeemed card from any refund you receive for the return of the purchased item.

How to Return a Product: Before returning a product, you **MUST** first contact Dell customer service and obtain a Credit Return Authorization (CRA) number before the end of the applicable return period. Dell will not accept returns without a CRA number. To find the appropriate phone number or to send an email to customer service to request a CRA number, go to Dell.com/contact or see the "Contacting Dell" or "Getting Help" section of your customer documentation. To initiate a return online, please click [here](#). NOTE: You must ship the product to Dell within 5 days of the date that Dell issues the Credit Return Authorization number and **MUST** follow these steps:

- Ship back **all** products you are seeking to return to Dell and for which you received a CRA number. For partial returns, your credit may be less than the invoice or individual component price due to bundled or promotional pricing or any unadvertised discounts or concessions.
- Return the products in their original packaging, in as-new condition, along with any media, documentation and any other items that were included in your original shipment.
- Ship the products at your expense, and insure the shipment or accept the risk of loss or damage during shipment.

Upon receipt of your return, Dell will issue a credit or a refund of the purchase price paid, less shipping and handling and any applicable restocking fees subject to this policy.

Note: Before you return the product to Dell, make sure to back up any data on the hard drive(s) and on any other storage device in the product. Remove any and all confidential, proprietary and personal information as well as removable media such as flash drives, CDs and PC Cards. Dell is not responsible for any confidential, proprietary or personal information; lost or corrupted data; or damaged or lost removable media that may be included with your return.



6.5 Return Due to Agency Error

Items ordered in error by the Agency will be returned for credit within thirty (30) days of receipt, FOB Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

Dell Response

Dell acknowledges and understands. Please refer to Dell's stated return policy provisions provided for 6.4.



7 – Vendor Default

- 7.1 The following shall be considered a vendor default under this Contract.
 - 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
 - 7.1.2 Failure to comply with other specifications and requirements contained herein.
 - 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 7.1.4 Failure to remedy deficient performance upon request **according to applicable warranties provided by Vendor.**

Dell Response

Dell acknowledges and understands. *Notwithstanding the exceptions provided by Vendor in Vendor's response, these clauses are accepted as modified in red immediately preceding.*

- 7.2 The following remedies shall be available to Agency upon default.
 - 7.2.1 Immediate cancellation of the Contract **according to the Contract provisions.**
 - 7.2.2 Immediate cancellation of one or more release orders issued under this Contract **according to the Contract provisions.**
 - 7.2.3 Any other remedies available in law or equity.

Dell Response

Dell acknowledges and understands. *Notwithstanding the exceptions provided by Vendor in Vendor's response, these clauses are accepted as modified in red immediately preceding.*



Section 4 – Exhibit A – Pricing Pages

Dell Response

For Dell's proposed pricing in Exhibit A, please refer to the following pages.



Exhibit A – Pricing Page

CRFQ DOT1900000033

Item Number	Quantity	Description	Unit Price	Total Cost
1	30	HP Zbook X360 Windows Tablet or equivalent with Dual Band wireless as specified in 3.1.1.	<u>\$1709.89</u>	<u>\$51,296.70</u>
2	30	Four (4) Year Accidental Damage Warranty as specified in 3.1.1.3.	<u>\$40.00</u>	<u>\$1200.00</u>
3	30	Manufacturer Provided Docking Stations as described in 3.1.1.4.	<u>\$143.23</u>	<u>\$4296.90</u>
Total Bid Amount				<u>\$56,793.60</u>



*Latitude 7390 2 in 1 with ADP & Next Business Day Service Support

A quote for your consideration!

Total: \$1,749.89

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

Quote number: 3000030571332.1	Quote date: Nov. 6, 2018	Quote expiration: May 6, 2019	Deal ID: 16741000
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Company name: WV DIV OF HIGHWAYS	Customer number: 75129550	Phone: (304) 558-9236
--	-------------------------------------	---------------------------------

Sales rep information: Jon Harris Jon_Harris@Dell.com (800) 456-3355 Ext: 5138422	Billing Information: WV DIV OF HIGHWAYS 1900 KANAWHA BLVD E BLDG 5, RM 920 CHARLESTON WV 25305 US (304) 558-9236
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Pricing Summary

Item	Qty	Unit Price	Subtotal
Dell Latitude 7390 2-in-1	1	\$1,749.89	\$1,749.89
		Subtotal:	\$1,749.89
		Shipping:	\$0.00
		Environmental Fees:	\$0.00
		Non-Taxable Amount:	\$1,749.89
		Taxable Amount:	\$0.00
		Estimated Tax:	\$0.00
		Total:	\$1,749.89

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Dear Customer,

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,
Jon Harris

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

Shipping Group 1

Shipping Contact: MARK WAID	Shipping phone: (304) 558-9236	Shipping via: Standard Delivery	Shipping Address: 1900 KANAWHA BLVD E BLDG 5 - RM 920 CHARLESTON WV 25305 US
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SKU	Description	Qty	Unit Price	Subtotal
	Dell Latitude 7390 2-in-1	1	\$1,749.89	\$1,749.89
	Estimated delivery date: Dec. 10, 2018			
	Contract No: 70137			
	Customer Agreement No: Dell Std Terms			
210-ANRB	Dell Latitude 7390 2-in-1 CTO Base	1	-	-
379-BCXG	8th Gen Intel Core i7-8650U Processor (Quad Core, 8MB Cache, 1.9GHz,15W, vPro)	1	-	-
619-AHKN	Win 10 Pro 64 English, French, Spanish	1	-	-
658-BCSB	Microsoft(R) Office 30 Days Trial	1	-	-
338-BNJI	Intel Core i7-8650U(up to 4.2GHz,vPro Capable),16G 2133MHz Memory,Intel UHD Graphics 620,Thunderbolt	1	-	-
338-BNJJ	ODM Assembly Base	1	-	-
631-ABNO	Intel vPro Technology Advanced Management Features	1	-	-
631-ABNP	Intel Sensor Solution	1	-	-
370-AEHM	16GB LPDDR3 2133MHz	1	-	-
400-AOTF	M.2 256GB SATA Class 20 Solid State Drive	1	-	-
401-AAGM	No Additional Hard Drive	1	-	-
391-BDKN	13.3" FHD (1920 X 1080) Touch LCD with Mic/Camera, WLAN Capable	1	-	-

583-BDYM	Internal US English Qwerty Backlit Keyboard	1	-	-
570-AADK	No Mouse	1	-	-
555-BDUO	Intel(R) Dual-Band Wireless-AC 8265 Wi-Fi + BT 4.2 Wireless Card (2x2) driver	1	-	-
555-BDIB	Intel Dual-Band Wireless-AC 8265 Wireless Card (2x2) with Bluetooth	1	-	-
362-BBBB	No Mobile Broadband Card	1	-	-
451-BCEJ	Primary 4-cell 60W/HR LG Chemical Longlife Battery with 3 Years Limited Hardware Warranty	1	-	-
492-BBXR	E5 65W Type-C Power Adapter	1	-	-
346-BCNK	Palmrest with No Security, w/Thunderbolt, tie with 82key keyboard	1	-	-
650-AAAM	No Anti-Virus Software	1	-	-
620-AAOH	No Media	1	-	-
817-BBBB	No FGA	1	-	-
450-AAEJ	US Power Cord	1	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French Multi-language)	1	-	-
430-XXYG	No Resource DVD / USB	1	-	-
340-BWHQ	QSG placemat for Win10 DAO	1	-	-
340-ACQQ	No Option Included	1	-	-
332-1286	US Order	1	-	-
387-BBMW	Energy Star Certified	1	-	-
452-BBSE	No Docking Station	1	-	-
389-BCGW	No UPC Label	1	-	-
340-AAPP	Direct ship Info Mod	1	-	-
340-BSMQ	Min Config Package for ODM L10	1	-	-
340-BSMT	Shuttle Box Package for ODM L10	1	-	-
340-BWHK	SHIP,NBK,DAO,TPM,SHTLE,7390V	1	-	-
340-BWHS	SHIP,NBK,WW,TPM,MIN,7390V	1	-	-
389-BEYY	Regulatory Label included	1	-	-

389-CGJM	8th Gen Intel Core i7 vPro processor label	1	-	-
525-0131	Dell Command Power Manager (DCPM)	1	-	-
525-BBCL	SupportAssist	1	-	-
631-ABNK	Latitude 7390 2-in-1 Software Driver	1	-	-
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	1	-	-
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	1	-	-
658-BBRB	Waves Maxx Audio	1	-	-
658-BCUV	Dell Developed Recovery Environment	1	-	-
800-BBGU	BTO Standard Shipment (VS)	1	-	-
610-BBWC	Dell Latitude 7390 2-in-1 Flex 4	1	-	-
814-3619	Dell Limited Hardware Warranty Plus Service	1	-	-
814-3622	Onsite/In-Home Service After Remote Diagnosis, 4 Years	1	-	-
973-9195	Accidental Damage Service, 4 year	1	-	-
			Subtotal:	\$1,749.89
			Shipping:	\$0.00
			Environmental Fees:	\$0.00
			Estimated Tax:	\$0.00
			Total:	\$1,749.89

Unless you have a separate written agreement that specifically applies to this order, your order is subject to Dell's Terms of Sale (for consumers the terms include a binding arbitration provision). Please see the legal disclaimers below for further information.

Important Notes

Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale (www.dell.com/learn/us/en/uscorp1/terms-of-sale), which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (for Consumer warranties ; for Commercial warranties).

If this purchase includes services: in addition to the foregoing applicable terms, the terms of your service contract will apply (Consumer;Commercial). If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at <https://mozy.com/about/legal/terms>.

If your purchase is for Boomi services or support, your use of the Boomi Services (and related professional service) is subject to the terms and conditions located at <https://boomi.com/msa>.

If this purchase is for (a) a storage product identified in the DELL EMC Satisfaction Guarantee Terms and Conditions located at

http://www.emc.com/collateral/sales/dellemc-satisfaction-guarantee-terms-and-conditions_ex-gc.pdf ("Satisfaction Guarantee") and (ii) three (3) years of a ProSupport Service for such storage product, in addition to the foregoing applicable terms, such storage product is subject to the Satisfaction Guarantee.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**

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If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.



A quote for your consideration!

Total: \$1,709.89

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

Quote number: 3000030573294.1	Quote date: Nov. 6, 2018	Quote expiration: May 6, 2019	Deal ID: 16741000
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Company name: WV DIV OF HIGHWAYS	Customer number: 75129550	Phone: (304) 558-9236
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Sales rep information: Jon Harris Jon_Harris@Dell.com (800) 456-3355 Ext: 5138422	Billing Information: WV DIV OF HIGHWAYS 1900 KANAWHA BLVD E BLDG 5, RM 920 CHARLESTON WV 25305 US (304) 558-9236
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Pricing Summary

Item	Qty	Unit Price	Subtotal
Dell Latitude 7390 2-in-1	1	\$1,709.89	\$1,709.89
		Subtotal:	\$1,709.89
		Shipping:	\$0.00
		Environmental Fees:	\$0.00
		Non-Taxable Amount:	\$1,709.89
		Taxable Amount:	\$0.00
		Estimated Tax:	\$0.00
		Total:	\$1,709.89

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Dear Customer,

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,
Jon Harris

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

Shipping Group 1

Shipping Contact: MARK WAID	Shipping phone: (304) 558-9236	Shipping via: Standard Delivery	Shipping Address: 1900 KANAWHA BLVD E BLDG 5 - RM 920 CHARLESTON WV 25305 US
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SKU	Description	Qty	Unit Price	Subtotal
	Dell Latitude 7390 2-in-1	1	\$1,709.89	\$1,709.89
	Estimated delivery date: Dec. 10, 2018			
	Contract No: 70137			
	Customer Agreement No: Dell Std Terms			
210-ANRB	Dell Latitude 7390 2-in-1 CTO Base	1	-	-
379-BCXG	8th Gen Intel Core i7-8650U Processor (Quad Core, 8MB Cache, 1.9GHz,15W, vPro)	1	-	-
619-AHKN	Win 10 Pro 64 English, French, Spanish	1	-	-
658-BCSB	Microsoft(R) Office 30 Days Trial	1	-	-
338-BNJI	Intel Core i7-8650U(up to 4.2GHz,vPro Capable),16G 2133MHz Memory,Intel UHD Graphics 620,Thunderbolt	1	-	-
338-BNJJ	ODM Assembly Base	1	-	-
631-ABNO	Intel vPro Technology Advanced Management Features	1	-	-
631-ABNP	Intel Sensor Solution	1	-	-
370-AEHM	16GB LPDDR3 2133MHz	1	-	-
400-AOTF	M.2 256GB SATA Class 20 Solid State Drive	1	-	-
401-AAGM	No Additional Hard Drive	1	-	-
391-BDKN	13.3" FHD (1920 X 1080) Touch LCD with Mic/Camera, WLAN Capable	1	-	-

583-BDYM	Internal US English Qwerty Backlit Keyboard	1	-	-
570-AADK	No Mouse	1	-	-
555-BDUO	Intel(R) Dual-Band Wireless-AC 8265 Wi-Fi + BT 4.2 Wireless Card (2x2) driver	1	-	-
555-BDIB	Intel Dual-Band Wireless-AC 8265 Wireless Card (2x2) with Bluetooth	1	-	-
362-BBBB	No Mobile Broadband Card	1	-	-
451-BCEJ	Primary 4-cell 60W/HR LG Chemical Longlife Battery with 3 Years Limited Hardware Warranty	1	-	-
492-BBXR	E5 65W Type-C Power Adapter	1	-	-
346-BCNK	Palmrest with No Security, w/Thunderbolt, tie with 82key keyboard	1	-	-
650-AAAM	No Anti-Virus Software	1	-	-
620-AAOH	No Media	1	-	-
817-BBBB	No FGA	1	-	-
450-AAEJ	US Power Cord	1	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French Multi-language)	1	-	-
430-XXYG	No Resource DVD / USB	1	-	-
340-BWHQ	QSG placemat for Win10 DAO	1	-	-
340-ACQQ	No Option Included	1	-	-
332-1286	US Order	1	-	-
387-BBMW	Energy Star Certified	1	-	-
452-BBSE	No Docking Station	1	-	-
389-BCGW	No UPC Label	1	-	-
340-AAPP	Direct ship Info Mod	1	-	-
340-BSMQ	Min Config Package for ODM L10	1	-	-
340-BSMT	Shuttle Box Package for ODM L10	1	-	-
340-BWHK	SHIP,NBK,DAO,TPM,SHTLE,7390V	1	-	-
340-BWHS	SHIP,NBK,WW,TPM,MIN,7390V	1	-	-
389-BEYY	Regulatory Label included	1	-	-

389-CGJM	8th Gen Intel Core i7 vPro processor label	1	-	-
525-0131	Dell Command Power Manager (DCPM)	1	-	-
525-BBCL	SupportAssist	1	-	-
631-ABNK	Latitude 7390 2-in-1 Software Driver	1	-	-
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	1	-	-
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	1	-	-
658-BBRB	Waves Maxx Audio	1	-	-
658-BCUV	Dell Developed Recovery Environment	1	-	-
800-BBGU	BTO Standard Shipment (VS)	1	-	-
610-BBWC	Dell Latitude 7390 2-in-1 Flex 4	1	-	-
814-3619	Dell Limited Hardware Warranty Plus Service	1	-	-
814-3622	Onsite/In-Home Service After Remote Diagnosis, 4 Years	1	-	-
			Subtotal:	\$1,709.89
			Shipping:	\$0.00
			Environmental Fees:	\$0.00
			Estimated Tax:	\$0.00
			Total:	\$1,709.89

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A quote for your consideration!

Total: \$143.23

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

Quote number: 3000030571335.1	Quote date: Nov. 6, 2018	Quote expiration: May 6, 2019	Deal ID: 16741000
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Company name: WV DIV OF HIGHWAYS	Customer number: 75129550	Phone: (304) 558-9236
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Sales rep information: Jon Harris Jon_Harris@Dell.com (800) 456-3355 Ext: 5138422	Billing Information: WV DIV OF HIGHWAYS 1900 KANAWHA BLVD E BLDG 5, RM 920 CHARLESTON WV 25305 US (304) 558-9236
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Pricing Summary

Item	Qty	Unit Price	Subtotal
Dell Business Dock - WD15 with 180W adapter with DiB mDP to DP cable 2.7ft (0.8m)	1	\$143.23	\$143.23
		Subtotal:	\$143.23
		Shipping:	\$0.00
		Environmental Fees:	\$0.00
		Non-Taxable Amount:	\$143.23
		Taxable Amount:	\$0.00
		Estimated Tax:	\$0.00
		Total:	\$143.23

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Dear Customer,

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,
Jon Harris

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

Shipping Group 1

Shipping Contact: MARK WAID	Shipping phone: (304) 558-9236	Shipping via: Standard Delivery	Shipping Address: 1900 KANAWHA BLVD E BLDG 5 - RM 920 CHARLESTON WV 25305 US
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SKU	Description	Qty	Unit Price	Subtotal
	Dell Business Dock - WD15 with 180W adapter with DiB mDP to DP cable 2.7ft (0.8m)	1	\$143.23	\$143.23
	Estimated delivery date: Nov. 12, 2018			
	Contract No: 70137			
	Customer Agreement No: Dell Std Terms			
452-BDDU	Dell Business Dock - WD15 with 180W adapter with DiB mDP to DP cable 2.7ft (0.8m)	1	-	-
			Subtotal:	\$143.23
			Shipping:	\$0.00
			Environmental Fees:	\$0.00
			Estimated Tax:	\$0.00
			Total:	\$143.23

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If this purchase includes services: in addition to the foregoing applicable terms, the terms of your service contract will apply (Consumer;Commercial). If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

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http://www.emc.com/collateral/sales/dellemc-satisfaction-guarantee-terms-and-conditions_ex-gc.pdf ("Satisfaction Guarantee") and (ii) three (3) years of a ProSupport Service for such storage product, in addition to the foregoing applicable terms, such storage product is subject to the Satisfaction Guarantee.

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A quote for your consideration!

Total: \$210.23

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

Quote number: 3000030571334.1	Quote date: Nov. 6, 2018	Quote expiration: May 6, 2019	Deal ID: 16741000
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Company name: WV DIV OF HIGHWAYS	Customer number: 75129550	Phone: (304) 558-9236
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Sales rep information: Jon Harris Jon_Harris@Dell.com (800) 456-3355 Ext: 5138422	Billing Information: WV DIV OF HIGHWAYS 1900 KANAWHA BLVD E BLDG 5, RM 920 CHARLESTON WV 25305 US (304) 558-9236
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Pricing Summary

Item	Qty	Unit Price	Subtotal
Dell Business Thunderbolt Dock - TB16 with 180W Adapter	1	\$210.23	\$210.23
		Subtotal:	\$210.23
		Shipping:	\$0.00
		Environmental Fees:	\$0.00
		Non-Taxable Amount:	\$210.23
		Taxable Amount:	\$0.00
		Estimated Tax:	\$0.00
		Total:	\$210.23

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Dear Customer,

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Regards,
Jon Harris

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

Shipping Group 1

Shipping Contact: MARK WAID	Shipping phone: (304) 558-9236	Shipping via: Standard Delivery	Shipping Address: 1900 KANAWHA BLVD E BLDG 5 - RM 920 CHARLESTON WV 25305 US
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SKU	Description	Qty	Unit Price	Subtotal
	Dell Business Thunderbolt Dock - TB16 with 180W Adapter	1	\$210.23	\$210.23
	Estimated delivery date: Nov. 12, 2018			
	Contract No: 70137			
	Customer Agreement No: Dell Std Terms			
452-BCNP	Dell Business Thunderbolt Dock - TB16 with 180W Adapter	1	-	-
			Subtotal:	\$210.23
			Shipping:	\$0.00
			Environmental Fees:	\$0.00
			Estimated Tax:	\$0.00
			Total:	\$210.23

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A quote for your consideration!

Total: \$148.19

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

Quote number:	Quote date:	Quote expiration:	Deal ID:
3000030571333.1	Nov. 6, 2018	May 6, 2019	16741000

Company name:	Customer number:	Phone:
WV DIV OF HIGHWAYS	75129550	(304) 558-9236

Sales rep information:	Billing Information:
Jon Harris Jon_Harris@Dell.com (800) 456-3355 Ext: 5138422	WV DIV OF HIGHWAYS 1900 KANAWHA BLVD E BLDG 5, RM 920 CHARLESTON WV 25305 US (304) 558-9236

Pricing Summary

Item	Qty	Unit Price	Subtotal
Dell Universal Dock - D6000	1	\$148.19	\$148.19
		Subtotal:	\$148.19
		Shipping:	\$0.00
		Environmental Fees:	\$0.00
		Non-Taxable Amount:	\$148.19
		Taxable Amount:	\$0.00
		Estimated Tax:	\$0.00
		Total:	\$148.19

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Regards,
Jon Harris

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

Shipping Group 1

Shipping Contact: MARK WAID	Shipping phone: (304) 558-9236	Shipping via: Standard Delivery	Shipping Address: 1900 KANAWHA BLVD E BLDG 5 - RM 920 CHARLESTON WV 25305 US
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SKU	Description	Qty	Unit Price	Subtotal
	Dell Universal Dock - D6000	1	\$148.19	\$148.19
	Estimated delivery date: Nov. 12, 2018 Contract No: 70137 Customer Agreement No: Dell Std Terms			
452-BCYT	Dell Universal Dock - D6000	1	-	-
			Subtotal:	\$148.19
			Shipping:	\$0.00
			Environmental Fees:	\$0.00
			Estimated Tax:	\$0.00
			Total:	\$148.19

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Section 5 – Other Forms

Disclosure of Interested Parties/ Purchasing Affidavit

Dell Response

For the completed Purchasing Affidavit, please refer to the following pages.



West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

Revised June 8, 2018

West Virginia Ethics Commission Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Dell Marketing L.P. Address: One Dell Way, Box RR1-33 Round Rock, Texas 78682

Name of Authorized Agent: Michelle Chaney Address: Same as above

Contract Number: _____ Contract Description: CRFQ DOT1900000033

Governmental agency awarding contract: Department of Administration, Purchasing Division

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

Michael Dell

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature:  Date Signed: November 7, 2018

Notary Verification

State of Texas, County of Williamson:

I, Michelle Chaney, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 7 day of November, 2018.


Notary Public's Signature

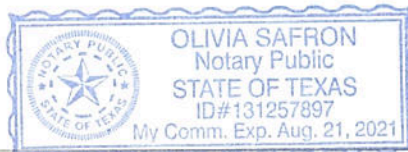
To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

Revised June 8, 2018



STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

"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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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 exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Michelle Chaney

Authorized Signature: _____ Date: November 7, 2018

State of Texas

County of Williamson, to-wit:

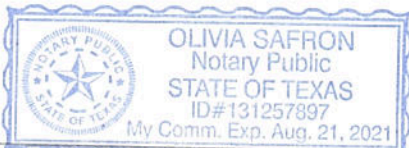
Taken, subscribed, and sworn to before me this 7 day of November, 2018

My Commission expires August 21, 2021, 20

AFFIX SEAL HERE

NOTARY PUBLIC _____

Purchasing Affidavit (Revised 01/19/2018)



Appendix A – Proposed Hardware, Specs, Features

Dell Response

For all proposed Dell hardware, specifications, and features, please refer to the following pages.



Technical Specifications

Latitude 7390 2-in-1

The design of Latitude 7390 2-in-1 lets you work how you want and when you want, in laptop, tent or tablet modes. You will experience a dazzling display, long battery life and a premium look and feel. Whether your day demands creating content, consuming data or delivering presentations, this device will easily accommodate your needs. For a step up in productivity connect to a Dell Business Dock at your desk using a single wire with Type-C connectivity. This one cable docking supports data, voice, power and audio devices among other peripherals.



Highlights:

- Seamlessly transition between multiple work modes including laptop, tablet, stand and tent modes.
- Experience faster performance that lasts longer using the latest 8th Generation Intel Core I processors, PCIe NVMe flash storage and industry leading battery technology.
- Your data is safe with the world’s most secure convertible laptop. Features may include varying biometric and card readers, NFC with Control Vault 2 and FIPS 140-2 Level 3 certification.
- Enjoy a natural writing experience with the optional active pen using Wacom technology for a natural writing experience.

Technical specifications

Features ¹	Latitude 7390 2-in-1
Processor options	7th Gen Intel Core Processors up to i3, U Dual Core 8th Gen Intel Core Processors up to i7, U Quad Core
Operating system	Microsoft Windows 10 Pro 64 Microsoft Windows 10 Home 64 bit
Memory options ^{2, 3}	4GB/8GB LPDDR3 SDRAM 1866MHz (on board)

¹ Offering may vary by country and by configuration.

² A 64-bit operating system is required to support 4GB or more of system memory.

³ GB means 1 billion bytes and TB equals 1 trillion bytes; actual capacity varies with preloaded material and operating environment and will be less.



Features ¹	Latitude 7390 2-in-1
	16GB LPDDR3 SDRAM 2133MHz (on board)
Chipset	Integrated with the Processor
Intel responsiveness technologies⁴	Intel Rapid Storage Technology
Graphics⁵	Intel Integrated HD Graphics 620 (7th Generation Intel Core) Intel Integrated UHD Graphics 620 (8th Generation Intel Core)
Display	13.3" 16:9 1920x1080 WVA Touch with Corning Gorilla Glass 4, Active Pen Support, Anti-reflective and Anti-Smudge, 255 nits
Storage	SSD M.2 2280 PCIe/NVMe Class 40 up to 1TB SSD M.2 2280 SATA Class 20 up to 256GB SSD M.2 2280 PCIe/NVMe Class 40 Opal 2.0 SED up to 512GB SSD M.2 2230 Cache PCIe/NVMe Class 35 up to 256 GB (in WWAN slot)
Security	TPM 2.0 FIPS 140-2 Certified, TCG Certified (February 2018) Optional Hardware Authentication Bundle 1: Contacted Smart Card, Control Vault 2.0 Advanced Authentication with FIPS 140-2 Level 3 Certification Optional Hardware Authentication Bundle 2: Touch Fingerprint Reader, FIPS 201 Contacted Smart Card, Contactless Smart Card/NFC5, Control Vault 2.0 Advanced Authentication with FIPS 140-2 Level 3 Certification Optional Face IR camera (Windows Hello compliant) Dell Client Command Suite Optional Dell Data Security and Management Software Dell Data Protection Endpoint Security Suite Enterprise Dell Data Protection Encryption (Enterprise or Personal Edition) MozyPro, MozyEnterprise Dell Data Protection Threat Defense Dell Data Guardian RSA NetWitness Endpoint VMware Airwatch Absolute Data & Device Security RSA SecurID Access
Docking	Dell Business Dock - WD15 (optional, sold separately) Dell Business Thunderbolt Dock - TB16 (optional, sold separately) Dell Business Dock with Monitor Stand - DS1000 (optional, sold separately)
Optical drive options	External Options Only
Multimedia	Microsoft Skype for Business Certified

⁴ Intel Rapid Storage Technology requires a HDD, mSATA or an SSD, as primary storage device. See OS requirements.

⁵ GB means 1 billion bytes and TB equals 1 trillion bytes; significant system memory may be used to support graphics, depending on system memory size and other factors.



Features ¹	Latitude 7390 2-in-1
	Optional HD or IR Camera (User-Facing fixed focus) with LED Stereo Speaker with MaxxAudio Pro 4 x Noise reducing integrated array microphones Headset/Mic combo jack
Battery options⁶	45Whr6 Polymer, ExpressCharge capable 60Whr6 Polymer, ExpressCharge capable 60Whr6 Polymer Long Life Cycle
Power options	45W adapter, USB Type-C 65W adapter, USB Type-C 90W adapter, USB Type-C
Connectivity options^{7, 8}	Microsoft Modern Standby compliant WiFi Display (Miracast) ¹⁴ Wireless LAN Options ⁸ : Qualcomm QCA61x4A 802.11ac Dual Band (2x2) Wireless Adapter+ Bluetooth 4.1 Qualcomm QCA6174A Extended Range 802.11ac MU-MIMO Dual Band (2x2) Wi-Fi + Bluetooth 4.1 Intel Dual-Band Wireless-AC 8265 Wi-Fi + BT 4.2 Wireless Card (2x2). Bluetooth Optional Optional Mobile Broadband Options: ⁹ Qualcomm Snapdragon X7 LTE-A (DW5811e) for AT&T, Verizon & Sprint (US) Qualcomm Snapdragon X7 LTE-A (DW5811e) (EMEA/APJ/ROW) Qualcomm Snapdragon X7 HSPA+ (DW5811e) (Indonesia) Qualcomm Snapdragon X7 LTE-A (DW5816e) (Japan/ANZ/China/India)
Ports, slots & chassis	2 x USB 3.1 Gen 1 (with Power Share) 2 x Display Port over USB Type-C (with optional Thunderbolt3) HDMI 1.4 uSIM card slot (WWAN only) uSD 4.0 Memory card reader Noble Wedge Lock slot Power Button Volume Up/Down Rocker
Keyboard	Single Pointing Backlit Keyboard with Dual-Button Microsoft Precision Touchpad, 1.65 mm key travel
Pen	Dell Active Pen PN557W (optional, sold separately)

⁶ The stated Watt Hour (Whr) is not an indication of battery life.

⁷ Wireless antenna and module available only at time of system purchase.

⁸ Miracast Wireless Technology: Requires a compatible media adapter (sold separately and can be integrated into the display) and an HDMI-enabled display.

⁹ Mobile Broadband Subject to service provider's broadband subscription and coverage area; additional charges apply.



Features ¹	Latitude 7390 2-in-1
Dimensions & weight¹⁰	Width: 12" / 305.1mm Narrow Bezel Height: 0.46"- 0.70" / 11.75-17.85mm (Front to Back) Standard Bezel Height: 0.51"- 0.75" / 12.92-19.03mm (Front to Back) Depth 8.26" / 210mm (211mm standard bezel) Starting weight: 3.12lb / 1.42kg (with WLAN, 45Whr 3-cell Battery, M.2 128GB SSD)
Regulatory and environmental compliance	Regulatory Model: RMN-P29S / Regulatory Type: RTN- P29S002 ENERGY STAR 6.11 EPEAT Gold Registered. For specific country participation and rating, please see www.epeat.net Hg-Free/Arsenic-Free BFR/PVC free (not including PSU) ¹¹ TAA compliant
Input	10-Finger Touch Display Integrated Array Microphones (4) / Headset/Mic combo jack Integrated ISO Keyboard / Active Pen PN557W (Optional, sold separately)
Sensors	Gyroscope, eCompass/Magnetometer, Accelerometer, GPS (via WWAN Card only)
Systems management	Intel vPro (AMT 11.8) Technology's advanced management features (optional, requires Intel WiFi Link WLAN and a vPro compatible processor), Dell Client Command Suite available (dell.com/command), Factory Installed Dell Client Command Update, Dell Command Power Manager available via Cirrus
Warranty and service	Limited Hardware Warranty ¹² , Standard 1 year Mail-in Service after Remote Diagnosis ¹³ , optional 3, 4 and 5 year hardware warranty extensions and 3-5 year Dell ProSupport contracts available ¹⁴
Peripheral ecosystem	Powerful accessories designed and tested for Latitude 7390 2-in-1 enable seamless productivity for On-the-Go Professionals, wherever work takes them. Includes Dell Active Pen (PN557W), Dell Hybrid Adapter + Power Bank - USB-C, Dell USB-C Mobile Adapter - DA300 (February 2018), Dell Business Dock - WD15, Dell Premier Slim Backpack 14, Dell Pro Stereo Headset - UC350

¹⁰ Weights vary depending on configuration and manufacturing variability.

¹¹ Dell Latitude 7000 Series 2-in-1 are brominated flame retardant free (BFR-free) and polyvinyl chloride free (PVC-free); meeting the definition of BFR-/PVC-free as set forth in the iNEMI Position Statement on the 'Definition of Low-Halogen Electronics (BFR-/CFR-/PVC-free)'. Plastic parts contain less than 1,000 ppm (0.1%) of bromine (if the Br source is from BFRs) and less than 1,000 ppm (0.1%) of chlorine (if the Cl source is from CFRs or PVC or PVC copolymers). All printed circuit board (PCB) and substrate laminates contain bromine/chlorine total less than 1,500 ppm (0.15%) with a maximum chlorine of 900 ppm (0.09%) and maximum bromine being 900 ppm (0.09%).

¹² Limited Hardware Warranty: For copy of Limited Hardware Warranty, write Dell USA LP, Attn: Warranties, One Dell Way, Round Rock, TX 78682 or see www.dell.com/warranty

¹³ Onsite Service after Remote Diagnosis: Remote Diagnosis is determination by online/phone technician of cause of issue; may involve customer access to inside of system and multiple or extended sessions. If issue is covered by Limited Hardware Warranty (www.dell.com/warranty) and not resolved remotely, technician and/or part will be dispatched, usually within 1 business day following completion of Remote Diagnosis. Availability varies. Other conditions apply.

¹⁴ Dell Services: Availability and terms of Dell Services vary by region. For more information, visit www.dell.com/servicedescriptions.



Dell Dock (WD15)

Experience the convenience of one USB Type-C common docking solution that provides power, data and video to your notebook, tablet or workstation.

One dock. One cable. Universal Connectivity.

Imagine one device that supports cross platform docking with Dell and non-Dell devices. The Dell Dock provides single cable connectivity in a slim form factor to simplify your workspace without compromising video performance.

Connect easily to dual FHD displays, with the ability to mount the dock to your desk or behind a display with the Dell Docking Station Mounting Kit. Used in conferences rooms, this device makes it easy to collaborate and share ideas and presentations through a connected display or projector. Easily connect a mouse, keyboard and other essential devices through the Dell Dock's various ports.



Technical specifications

Dell Dock - WD15	
Displays	VGA, mDP, HDMI
#Displays Supported	2 ¹⁵
USB Ports	(2) USB 2.0/(3) USB 3.0
Max Resolution Support	3840 x 2160 @ 30Hz/2560 x 1600 @ 60Hz
Audio/Headphone	(1) Combo/(1) Speaker Output
Network	Gigabit Ethernet
LED Indicators	Power Adapter LED/Docking Cable Connector LED/RJ-45 LEDs
AC Adapter Options	130W/180W
Dimensions	155 x 110 x 21 mm 6.1 x 4.3 x .83 inches
Weight	420g .93lb
System Requirements ¹⁶	PC's equipped with Display Port over USB Type-C or Thunderbolt 3
Operating Systems	Microsoft Windows 7, Microsoft Windows 8; 8.1, 10, Ubuntu 14.04 SP1 (PRTS), RedHat Enterprise Linux v7.2 (PRTS) ¹⁷

¹⁵ A 3rd display can be connected with the VGA port. The image will be in clone mode vs. Extended Desktop.

¹⁶ Dell Dock and Dell Thunderbolt™ Dock do not support wired vPro. If vPro is needed, the host Ethernet port can be used, or WiFi vPro within the host.

¹⁷ USB Type-C Universal cable sold separately as optional customer kit with the Dell Dock (PRTS).



Dell Dock - WD15	
System Management ²	Wireless vPro supported by the notebook, tablet or workstation
Docking Cable Type	Display Port over USB Type-C (.8m) or USB Type-C Universal (PRTS) ³
MAC Address ¹⁸	Pass through MAC address
Warranty	If purchased as a tied laptop accessory, the Dell Dock will share the system warranty. If purchased APOS, 1 year standard warranty. Advanced exchange (AMER/APJ). Next business day exchange (EMEA)

¹⁸ The dock will pass through the NB/Tablet MAC address.



Dell Thunderbolt Dock TB16

One dock. One cable. Ultimate Performance.

Experience the performance and convenience of the Dell Thunderbolt Dock that provides power, data and video to your notebook or workstation.



Connect your Thunderbolt 3 enabled notebook¹⁹ to the Dell Thunderbolt Dock to power your system and get connectivity to a dock that provides the ultimate display performance in a compact form factor.

Easily connect to either three FHD displays, two 4K displays or one 5K display at 60Hz and experience lightning-fast data transfers up to 40 Gbps. Easily connect a mouse, keyboard and other essential devices through the Dell Thunderbolt Dock’s numerous ports.



With Dell Precision, Latitude or XPS systems with a Thunderbolt 3 port, end users can charge the system with up to 130W, can wake the system upon docking, and can use the convenient dock button, while IT Managers can easily deploy images, lock down dock ports and deploy updates to the dock.

Technical specifications

Dell Thunderbolt Dock	
Model	Dell Thunderbolt Dock – TB16
Video Ports	VGA, TBT, mDP, DP, HDMI
#Displays Supported	3
Max Resolution Support²⁰	5120 x 2880 @ 60 Hz
USB Type-A Ports	(2) USB 2.0 / (3) USB 3.0
USB Type-C Ports	(1) Thunderbolt3 Port

¹⁹ While Dell has committed to ensuring the TB16 meets open standards, 3rd party OEMs can limit compatibility.

²⁰ 5120 x 2880 (5K) @ 60Hz only supported if 1) A USB Type C to Dual DisplayPort 1.2 adapter is plugged into the Thunderbolt 3 port on the back of TB16 which is then connected to two DisplayPort cables plugged into the 5K monitor or 2) System with discrete graphics has display setting set to discrete and 5K monitor is connected to mDP and DP ports of the dock with DP 1.2 cables.



Dell Thunderbolt Dock	
Audio/Headphone	(1) Combo / (1) Speaker Output
Network	Gigabit Ethernet
LED Indicators	Power Adapter LED / Docking Cable Connector LED / RJ-45 LEDs
AC Adapter Options	180W/240W
Dimensions	145 x 145 x 52 mm 5.7 x 5.7 x 2.05 inches
Weight	720g 1.58lbs
Cable	USB Type-C Thunderbolt (0.5m)
System Requirements	PC's equipped with Thunderbolt 3
Operating Systems	Microsoft Windows7, Microsoft Windows8; 8.1, 10 Ubuntu 14.04 SP1 (PRTS), RedHat Enterprise Linux v7.2(PRTS)
Systems Management²¹	Wireless vPro supported by the notebook, tablet, or workstation
MAC Address²²	Pass through MAC address
Warranty	If purchased as a tied laptop accessory, the Dell Dock will share the system warranty. If purchased APOS, 1 yr standard warranty. Advanced exchange (AMER/APJ). Next business day exchange (EMEA)

²¹ Dell Thunderbolt Dock TB16 does not support wired vPro. If vPro is needed, the host Ethernet port can be used, or WiFi vPro within the host.

²² The dock will pass through the NB/Tablet MAC address USB Type-C and USB-C are trademarks of USB Implementers Forum.



Dell Universal Dock - D6000

Universal Docking Solution

Conveniently connect any laptop equipped with USB-C or USB3.0 with the Dell Universal Dock – D6000. Enjoy universal compatibility with a wide range of PC brands and operating systems supported by DisplayLink technology. Whether you're at your desk or in a shared workspace, you can easily connect to displays, a mouse, keyboard and audio devices from your compatible system of choice.



Connectivity

Connect with 3 displays simultaneously. Enjoy Ultra HD 5K on a single screen or up to three 4K displays via USB-C²³ thanks to DisplayLink technology.

Fast and convenient docking solution

With plug and play, connecting to the dock is fast and convenient. Plug in a single USB-C cable and transfer audio, video, data and power. Plus, the single cable eliminates the need for an additional power adapter – keeping your workspace clean and clutter free.

Connections & features

- Supports up to three 4K displays or a single 5K display
- Four USB 3.0 ports
- One USB-C port
- Speaker output
- Combo audio
- Gigabit Ethernet
- Kensington Lock Slot
- Charges up to 65W laptop via USB-C

Technical specifications

Dell Universal Dock - D6000	
Product Type	Universal dock
Host Connection	Choice of USB3.0 (Type-A) or USB Type-C
Video Ports	(2) DP, HDMI
# Displays Supported	Up to 3 ²⁴

²³ Third 4K display at 30 Hz.

Up to Dual 4K displays with USB 3.0

²⁴ Maximum 3 display output can be supported simultaneously through USB-C connection. Maximum 2 display output for USB3.0 (Type-A) connection.



Dell Universal Dock - D6000	
Max Resolution Support²⁵	5120 x 2880 @ 60Hz
USB Type-A Port	(4) USB3.0 (Incl. one w/power share)
USB Type-C Port	(1) USB-C w/ power share
Network	Gigabit Ethernet (RJ-45)
Audio/Headphone	(1) Combo / (1) Speaker Output
AC Power Adapter	130W
Power Delivery (PD) Profile²⁶	Up to 65W Dell/Non-Dell laptop (5V/9V/15V/20V @ 3A)
Dock LED indicators	White (Connected) / Amber (Disconnected)
Cable USB-C with convertible adapter to	Cable USB-C with convertible adapter to
Dimensions (W x D x H)	6.6 x 3.1 x 1.2 inches (168 x 78 x 30 mm)
Weight	0.84lbs / 380g (±20)
System Requirements	PC's equipped with USB3.0 or USB-C port, DisplayLink™ Driver installation
Operating Systems	Microsoft® Windows® 7, 8, 8.1, 10 (32/64bit) or later
MAC	Pass through MAC address
Other features	Supports Dell Display Manager
Warranty	If purchased with a Dell notebook, this dock will share the system warranty. If purchased standalone, this dock is proected by a 1-year Limited Hardware Warranty. Advanced Exchange Service (DAO/APJ). Next business day exchange (EMEA)
In the box	Dell Universal Dock – D6000 USB-C cable and USB-A adapter attached 130W AC Adapter

²⁵ 5120 x 2880 (5K) @ 60Hz can be supported with Dual DP1.2 connection / 3840 x 2160 (4K) @ 60Hz can be supported with single DP/HDMI cable connection)

²⁶ Industry standard USB PD rev 2.0 v1.1 power delivery at 15W (5V@3A) and 60W (19.5V@3A). USB Power delivery exceeding 60W for Dell connected devices.
PD could be vary for 3rd party PC depending on BIOS limitation. USB Type-C and USB-C are trademarks of USB Implementers Forum



Appendix B – Dell End User License Agreement (EULA)

Dell Response

Please refer to the Dell EULA on the following pages.





END USER LICENSE AGREEMENT

This End User License Agreement and the documents incorporated by reference below (“E-EULA”) applies to any Software (meaning application, microcode, firmware, and operating system software in object code format) when the E-EULA is referenced or incorporated into any other document, and in any situation in which there are no other terms and conditions governing use of Software. This Software and associated materials contains proprietary and confidential information. Use of the Software is subject to, and expressly conditioned upon compliance with this E-EULA.

This E-EULA is a legally binding agreement between the entity that has obtained the Software (“End User”) and Licensor (which may be a Dell Inc. Affiliate or an authorized reseller (“Reseller”), as explained below). If End User has a written, signed agreement with a Dell Inc. Affiliate that expressly provides for the licensing of Software, then that agreement, and not this E-EULA, will govern.

HOW TO DETERMINE THE LICENSOR

Buying Directly from a Dell Inc. Affiliate. If End User procured the Software license(s) directly from a Dell Inc. Affiliate, then the “Licensor” under this E-EULA is provided at www.dell.com/swlicensortable. This E-EULA governs End User’s use of the Software and the Documentation (as defined below).

Buying From a Reseller. If End User procured the Software license(s) from a Reseller, then the Reseller may do one of the following to establish the Licensor and the license terms governing the Software and Documentation (as defined below):

Refer to the Manufacturer’s License Terms or Remain Silent on Licensing Terms. When the Reseller refers End User to a direct license agreement with the software manufacturer, or Reseller says nothing about terms governing the licensing and use of the Software and Documentation, then this E-EULA applies and the applicable Dell Inc. Affiliate identified at www.dell.com/swlicensortable is the “Licensor”.

Sublicense the Software Rights using the Manufacturer’s Terms. When the Reseller sublicenses the Software to End User by referring to the software manufacturer’s license terms as the governing terms, then the terms of this E-EULA are deemed incorporated into Reseller’s license agreement with the End User by reference. If this is case, Reseller is deemed the “Licensor” under this E-EULA.

1. DEFINITIONS

- A. “Affiliate” of End User means a legal entity that is controlled by, controls, or is under common control with End User. “Control” means more than 50% of the voting power or ownership interests. “Affiliate” of Dell Inc. means any of Dell Inc.’s direct or indirect subsidiaries.
- B. “Documentation” means Licensor’s then current, generally available End User manuals and online help for Software.
- C. “Product Notice” means the information related to Software posted at a Dell Inc. Affiliate website, currently located at http://www.EMC.com/products/warranty_maintenance/index.jsp. The Product Notice informs End User of Software-specific use rights, restrictions, and definitions of units of measure. The Software-related terms of the Product Notice in effect as of the date of the Quote will apply to the Software and are deemed incorporated into this E-EULA.
- D. “Quote” means the written quotation or other proposal for providing licenses to Software. Reseller or a Dell Inc. Affiliate may issue a Quote to End User.

2. SOFTWARE LICENSE TERMS

- A. **General License Grant.** Subject to and conditioned on End User’s compliance with the terms of the E-EULA and the Quote, Licensor grants to End User a revocable (according to Section 4 (“Termination”) below), non-exclusive, non-transferable license to use the Software and Documentation during the license term stated on the Quote for End User’s internal business operations. If the Quote



does not state a license term, then licenses for Software are perpetual (subject to paragraph B ("Licensing Models") and Section 4 ("Termination") below). Use of Software may require End User to complete a product registration process and input a license key. End User may copy the Software and Documentation as necessary to install and run the Software in the quantity of licensing units licensed, and otherwise only for reasonable back-up and archival purposes.

B. Licensing Models. Licensor licenses Software for use only in accordance with the commercial terms and restrictions of the Software's relevant software licensing model stated in the Product Notice, the Quote, or both. For example, the licensing model may provide that End User may only use the Software for a certain number of licensing units (e.g., storage capacity, instances, users), in connection with a certain piece of equipment, CPU, network, or other hardware environment, or both. Unless expressly agreed otherwise in writing, Licensor licenses microcode, firmware, and operating system software shipped with equipment for use solely on that equipment; the same applies to Software licensed together with the sale of equipment and designed to enable the equipment to perform enhanced functions.

C. License Restrictions. Licensor reserves all rights not expressly granted to End User and does not transfer any ownership rights in any Software. Without Licensor's prior written consent, End User must not, and must not allow any third party to, do any of the following:

- (1). use Software in an application services provider, service bureau, or similar capacity;
- (2). disclose to any third party the results of any comparative or competitive analyses of Software done by or on behalf of End User;
- (3). make available Software to anyone other than End User's employees or contractors who will use the Software on behalf of End User in a manner permitted by this E-EULA and the Quote ("**Authorized Users**");
- (4). except to the extent transfer may not legally be restricted under applicable law, transfer or sublicense Software or Documentation to an End User Affiliate or other third party;
- (5). use Software in conflict with the terms and restrictions specified in this E-EULA or the Quote;
- (6). except to the extent permitted by applicable mandatory law (meaning laws that parties cannot change by contract), modify, translate, enhance, or create derivative works from the Software, or reverse assemble, disassemble, reverse engineer, decompile, or otherwise attempt to derive source code from the Software;
- (7). remove any copyright or other proprietary notices on or in any copies of Software or Documentation;
- (8). violate or circumvent any technological use restrictions in the Software;
- (9). use the Software or Documentation to create other software, products or technologies; or
- (10). create Internet "links" to the Software or "frame" or "mirror" the Software.

D. Records and Audit. During the Software license term and for two years after its expiration or termination, End User must maintain accurate records of its use of the Software and Documentation sufficient to show compliance with this E-EULA and the Quotes. During this period, Licensor or its auditors may request that End User certify in writing that End User's use of the Software and Documentation complies with this E-EULA and the Quotes, audit End User's use of Software and Documentation to confirm compliance, or both. Licensor will provide End User with reasonable notice and conduct the audit during End User's normal business hours and will not interfere unreasonably with End User's business activities when performing the audit. End User must reasonably cooperate with the audit and must, without prejudice to Licensor's other rights, promptly buy additional licenses needed to put End User in compliance with the E-EULA and applicable Quotes. End User must also promptly reimburse Licensor for all reasonable costs of the audit if the audit reveals either that End User used Software in excess of the licenses that End User purchased when the excess usage is more than five percent in license value, or that End User did not maintain substantially accurate Software use records.

E. Third Party Software License Terms. Third party software contained in or with the Software that provides its own terms of use is governed by those provided terms.

3. WARRANTIES AND SUPPORT. Under this EULA, Dell Inc. and its Affiliates do not provide any warranties for the Software and do not provide support and maintenance services. End User's rights under any warranties and any support service entitlements for the Software are solely between End User and the entity from whom End User purchased the Software licenses, and are defined under the commercial terms agreed between End User and that selling entity. If End User purchases support and maintenance from a Reseller in the United States and Canada, then the Dell Inc. Affiliate's delivery of the maintenance and support services is subject to the applicable terms set forth in the support services terms located at the Product Notice website, unless otherwise



defined in a separate sublicense, warranty and support, or related services terms agreed between End User and the selling entity. Subject to the prior sentence, ***Dell Inc. and its Affiliates and their suppliers provide the Software "As Is" without any warranties or conditions. To the maximum extent permitted by applicable law, Dell Inc. and its Affiliates and their supplier: (i) make no express warranties or conditions; (ii) disclaim all implied warranties and conditions, including merchantability, fitness for a particular purpose, title, and non-infringement; and (iii) disclaim any warranty or condition arising by statute, operation of law, course of dealing or performance, or usage of trade.***

4. TERMINATION. Licensor may terminate licenses if End User: (i) breaches the license terms and fails to cure within thirty days after receipt of Licensor's written notice of breach; (ii) declares bankruptcy or is adjudicated bankrupt or a receiver or trustee is appointed for substantially all of End User's assets. Dell Inc. or its Affiliates may terminate licenses on ten days' written notice if End User fails to pay for the Software when payment is not subject to a good faith dispute. Dell Inc. or its Affiliates may terminate the licenses immediately if End User is acquired by or merged with a competitor of Dell Inc. or any of its Affiliates. If Licensor terminates Software licenses, End User must cease all use of those Software licenses and associated Documentation, and return or certify destruction of Documentation and Software pertaining to the terminated licenses. The provisions of this E-EULA relating to records and audit, confidentiality, and liability will survive termination, along with any other provisions of this E-EULA that, by their nature and context, are intended to survive.

5. LIMITATION OF LIABILITY

A. Limitations on Damages. *Licensor does not license End User to use Software in situations in which the failure of the Software could lead directly to death, personal injury, or severe physical injury or property damage. Neither party seeks to exclude or limit liability under this E-EULA for death or personal injury resulting from negligence or any other liability that cannot be excluded by law.*

(1). **Limitation on Direct Damages.** *Licensor's total liability to End User is limited to the lower of: (i) the net license fees End User paid for the applicable Software license(s) that gave rise to the liability; or (ii) USD 100,000.*

(2). **No Indirect Damages.** *Licensor has no liability for special, consequential, exemplary, punitive, incidental, or indirect damages, or for lost profits, income, revenue, data (including corruption or damage to data), goodwill, reputation, or use of systems, networks, programs, or media.*

B. Regular Back-ups. End User is solely responsible for its data. End User must back up its data before Licensor or a third party performs any remedial, upgrade, or other work on End User's production systems. If applicable law prohibits exclusion of liability for lost data, then Licensor will only be liable for the cost of the typical effort to recover the lost data from End User's last available back up.

C. Applicability. Even when the Reseller is the Licensor, the limitation of liability stated above will apply in favor of Dell Inc. and its Affiliates, and it will apply to all End User claims, regardless of the course of action (including tort).

6. CONFIDENTIALITY. The Software and related materials, including the Documentation, are Dell Inc. and its Affiliates' "**Confidential Information**". End User must treat the Confidential Information as confidential in perpetuity unless and until the Confidential Information is or becomes part of the public domain through no breach of confidentiality. End User must not use the Confidential Information beyond the scope of the rights granted, and may only share it with Authorized Users who are subject to legal obligations consistent with this E-EULA to protect the confidentiality of the Confidential Information. End User is liable to Dell Inc. and its Affiliates for all use of the Confidential Information by Authorized Users.

7. MISCELLANEOUS

A. Notices. The parties will provide all notices under this E-EULA in writing. Unless provided otherwise in the Quote or on the invoice to End User, End User must provide notices to Dell Inc. and its Affiliates as follows: by mail to: [Licensing Dell Entity Name], Attn: Contracts Manager, One Dell Way, Round Rock, Texas 78682, or by e-mail to: Dell_Legal_Notices@dell.com. When the Licensor is a Reseller, End User must provide notice to Reseller as stated in the agreement between End User and Reseller or as stated on Reseller's Quote to End User.

B. Assignment. End User may not assign this E-EULA or a Quote or any right or obligation under this E-EULA or Quote, or



delegate any performance, without Licensor's prior written consent. Even if Licensor consents to an assignment, End User remains responsible for all obligations to Licensor under this E-EULA and each Quote that End User incurred prior to the effective date of the assignment. End User attempts to assign or delegate without Licensor's prior written consent are void. This section does not prohibit End User from transferring Software and Documentation in accordance with Section 2.C.(4) above. In case of such transfer, End User must notify Licensor of the transfer in writing and impose all obligations under this E-EULA on the transferee.

C. Governing Law and Venue. This E-EULA and any dispute, claim, or controversy (whether in contract, tort, or otherwise) related to or arising out of this E-EULA or any Quotes between End User and Dell Inc. or one of its Affiliates ("**Dispute**") is governed by the law of the applicable jurisdiction stated in www.dell.com/swlicensortable ("**Governing Jurisdiction**"). The U.N. Convention on Contracts for the International Sale of Goods does not apply. Any Disputes must be brought in the courts of the Governing Jurisdiction. The parties agree to submit to the personal jurisdiction of the courts within the Governing Jurisdiction in connection with any Disputes. The parties further waive all objections to the exercise of personal jurisdiction over the parties by those courts, and to venue in those courts, with respect to any such Disputes. The parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute. Neither party is entitled to join or consolidate claims by or against other users, or pursue any claim as a representative or class action, or in private attorney general capacity, in connection with a Dispute.

D. Informal Dispute Resolution. As a condition precedent to filing any lawsuit, a party must first provide written notice of any Dispute to the other party. The parties will attempt to resolve any Dispute through negotiation with persons fully authorized to resolve the Dispute, or through mediation utilizing a mutually agreeable mediator before proceeding with litigation. The parties to a Dispute must treat the existence or results of any negotiation or mediation as confidential. If the parties are unable to resolve the Dispute within thirty days of notice of the Dispute to the other party (or other mutually agreed period), the parties will be free to pursue all remedies available at law or in equity in accordance with Section 7C above. Notwithstanding the foregoing, a party may immediately file a lawsuit for injunctive relief to protect intellectual property rights, preserve the status quo, or prevent irreparable harm.

E. Waiver. Failure to enforce a provision of this E-EULA will not constitute a waiver of that or any other provision of this E-EULA.

F. Independent Contractors. The parties are independent contractors for all purposes under this E-EULA and cannot obligate any other party without prior written approval. The parties do not intend anything in this E-EULA to allow any party to act as an agent or representative of a party, or the parties to act as joint venturers or partners for any purpose. No party is responsible for the acts or omissions of any other.

G. Severability. If a court of competent jurisdiction determines any part of this E-EULA or document that incorporates this E-EULA by reference is unenforceable, that ruling will not affect the validity of all remaining parts.

H. Trade Compliance. Customer's purchase of licenses for Software and access to related technology ("**Materials**") are for its own use, not for resale, export, re-export, or transfer. End User is subject to and responsible for compliance with the export control and economic sanctions laws of the United States and other applicable jurisdictions. Materials may not be used, sold, leased, exported, imported, re-exported, or transferred except with prior written authorization by Dell Inc. or its Affiliates and in compliance with such laws, including, without limitation, export licensing requirements, end-user, end-use, and end-destination restrictions, and prohibitions on dealings with sanctioned individuals and entities, including but not limited to persons on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List or the U.S. Department of Commerce Denied Persons List. End User represents and warrants that it is not the subject or target of, and that End User is not located in a country or territory (including without limitation, North Korea, Cuba, Iran, Syria, and Crimea) that is the subject or target of, economic sanctions of the United States or other applicable jurisdictions. End User understands and will comply with all applicable provisions of the U.S. Arms Export Control Act (AECA) and the U.S. International Traffic in Arms Regulations (ITAR) in End User's receipt, use, transfer, modification, or disposal of Software. End User acknowledges that any use, modification, or integration of the Software in or with defense articles or in the provision of defense services is not authorized by any Licensor, and that Licensors will not provide warranty, repair, customer support, or other services in connection with such end uses. End User certifies that any software, disk images, or other data provided to Licensor in connection with the purchase of the Software will not contain technical data, software, or technology controlled by the ITAR or AECA, and that if End User later returns the Software to Licensor or grants Licensor access to the Software, End User will not include or otherwise make available to Licensor any such technical data, software, or technology. End User agrees to indemnify and hold Licensor harmless for any liability, loss, damage, cost, expense, or penalty arising from End User's non-compliance with the AECA, ITAR, or the provisions of this Section.



I. Purchases from Reseller; Third Party Beneficiaries. When a Reseller is the Licensor, End User acknowledges that the sublicense it receives from Reseller is conditional on the license grant from Dell Inc. or its Affiliates to Reseller, and that Reseller cannot grant to End User license rights greater than Reseller received from such entity. The applicable Dell Inc. Affiliates a third party beneficiary to the license agreement between the Reseller and End User and is entitled to exercise and enforce all of Reseller's rights and benefits under such license agreement (including the terms of this E-EULA

J. Entire Agreement; Order of Precedence. This E-EULA comprises the complete statement of the agreement of the parties with regard to its subject matter and may be modified only in a writing signed by both parties. Regardless of the prior sentence, Dell may in its sole discretion, update the Licensor table and Product Notice incorporated by reference into this E-EULA. Any changes that Dell Inc. makes to the Licensor table and Product Notice will apply only to transactions that occur after Licensor posts those changes online. The E-EULA excludes all terms of any End User purchase order or similar End User document, such as any preprinted terms, and any terms that supplement, are inconsistent or that conflict with this E-EULA, the Quote, or both. These excluded terms have no legal effect and do not modify or supplement the E-EULA, even if Licensor does not expressly object to those terms when accepting an End User purchase order or similar document. When a subject is discussed in this E-EULA and also in a Quote or a separate agreement that incorporates this E-EULA, then that subject will be governed by the terms in this E-EULA. Any claims by any party of fraud in the inducement of this E-EULA or any Quote or End User purchase order based on any statements, representations, understandings, or omissions, whether oral or written, that are not fully expressed in this E-EULA, the applicable Quote, or purchase order are expressly waived and released. End User represents that it did not rely on any representations or statements that do not appear in this E-EULA when accepting this E-EULA.