

ORIGINAL



Proposal for the Sate of West Virginia

RFP DRS120241 - Plasma
Televisions/Conference Station

RECEIVED

2011 NOV 21 A 9:50

PURCHASING DIVISION
STATE OF WV





One Dell Way
Round Rock
TX 78682, USA

www.dell.com

Friday, November 18, 2011

Shelly Murray
State of West Virginia
Department of Administration/Purchasing Division
2019 Washington Street, East Building 15
Charleston WV 25305-0130

Dear Ms. Murray

Thank you for this opportunity to submit a proposal for State of West Virginia's RFP DRS120241. The solution recommended for the State of West Virginia has been designed to meet your needs in the most cost effective way without compromising on quality, service or ongoing support. Our goal is to provide you the configurations that best suit your needs and establishes a strong long term business relationship.

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

Dell's receipt of an Award or Purchase Order for RFP DRS120241 for Plasma Televisions from the State of West Virginia and subsequent performance in relation to this response shall be governed by and understood to indicate State of West Virginia's acceptance of the WSCA/Agreement number WN34ACA. Any terms in RFP DRS120241 for Plasma Televisions or on a resulting Purchase Order from State of West Virginia to Dell shall not be applicable; any terms deemed to be required as a supplement to the use of the WSCA Agreement, may be negotiated in good faith upon award. We would look to have discussions around our long term relationship and put together an applicable contract for RFP DRS120241 for Plasma Televisions as quickly as possible.

Dell looks forward to working with you on this project. Should you have any questions regarding this response, please contact me at 512-723-3772 or online at Mary_Collins@Dell.com.

Sincerely,

A handwritten signature in blue ink that reads "M. Collins".

Mary Collins
Proposals Manager

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About Dell

Dell listens to customers and delivers innovative technology and services they trust and value. As a leading technology company, we offer a broad range of products, including mobility products, desktop PCs, software and peripherals, servers and networking, services and storage. According to IDC, we are the number one supplier of computer systems in the United States and the number two supplier worldwide.

Our company is a Delaware corporation and was founded in 1984 by Michael Dell on a simple concept - by selling computer systems directly to customers, we can best understand their needs and efficiently provide the most effective computing solutions to meet those needs.

Over time we have expanded our business model to include a broader portfolio of products, including services, and we have also added new distribution partners such as retail, system integrators, value added resellers and distributors.

Our corporate headquarters are located in Round Rock, Texas, and we conduct operations worldwide through our subsidiaries. To optimize our global supply chain to best serve our global customer base, we have manufacturing locations around the world and are expanding our relationships with third-party original equipment manufacturers.

Dell sells products and services directly to customers through dedicated sales representatives, telephone-based sales, online at www.dell.com and through a variety of indirect sales channels.

Our customers include large corporate, government, healthcare and education accounts, as well as small and medium businesses and individual consumers.

Corporate Responsibility

Dell is committed to managing and operating its business in a responsible and sustainable manner around the globe. This includes our commitment to environmental responsibility in all areas of our business. It also includes a focus on maintaining a strong control environment, high ethical standards, and integrity in financial reporting.

Our focus on business efficiencies and customer satisfaction drives our environmental stewardship program in all areas of our business - reducing product energy consumption, reducing or eliminating materials for disposal, prolonging product life spans, and providing effective and convenient equipment recovery solutions. We are committed to becoming the "greenest technology company on the planet" - a long-term initiative we announced in June 2007. This multi-faceted campaign focuses on driving internal business innovations and efficiencies; enhancing customer satisfaction; and partnering with suppliers, stakeholders and people who care about the environment.

In 2008, we announced our commitment to becoming carbon neutral in our operations. We were the first company in our industry to offer a free worldwide recycling program for our consumers. We also provided no-charge recycling of any brand of used computer or printer with the purchase of a new Dell computer or printer. We have streamlined our transportation network to reduce transit times, minimize air freight and reduce emissions.

When developing and designing products, we select materials guided by a precautionary approach. This means eliminating environmentally sensitive substances (where reasonable alternatives exist) from our products and working towards developing reliable, environmentally sound and commercially scalable solutions. We also created a series of tools that help customers assess their current operations and uncover ways to achieve their own environmental goals.

Business Strategy

Direct relationships with our customers give us an advantage of seeing changing customer requirements and needs earlier than companies who do not have the same breadth of direct relationships. As a

result, we are able to develop products with simpler and more productive technology to better serve our customers.

Our growth strategy involves reaching more customers worldwide through distribution partners such as retail, expanding our relationships with value-added resellers and distributors, and augmenting select areas of our business through targeted acquisitions.

Dell is committed to innovating without legacy, creating efficient solutions, and providing price, performance and feature leadership across all of our businesses. In addition, we will deliver the power of cloud computing and connect with our customers through the Internet. We are focused on helping customers identify and remove unnecessary cost and complexity in IT architecture and operations. In addition, we seek new solutions for customers that include search, services and 3G origination. To that end we have released a broad line-up of dedicated virtualization solutions, including software, servers, services and storage.

We expect to expand our presence in the enterprise solution arena as we add more capabilities that are attractive to existing and new customers. We are committed to improving our storage and server products and services as evidenced by our building IT-as-a-Service solution - an integrated service delivery platform that is simple, modular and flexible, and which provides businesses with remote and lifecycle management, e-mail backup and software license management, among other services. In addition to services, system software presents another opportunity for us to further strengthen our portfolio.

Product Development

Dell focuses on developing standards-based technologies that incorporate highly desirable features and capabilities at competitive prices.

We employ a collaborative approach to product design and development where our engineers, along with direct customer input, design innovative solutions and work with a global network of technology companies to architect new system designs, influence the direction of future development, and integrate new technologies into our products.

Through this collaborative, customer-focused approach, we strive to deliver new and relevant products and services to the market quickly and efficiently. We are continuing to expand our use of original design manufacturing partnerships and manufacturing outsourcing relationships to generate cost efficiencies, deliver products faster, and better serve our customers.

Dedicated Account Team

Dell understands the responsibility of the direct relationship - that is, to reconfigure our business every day based on what customers like State of West Virginia tell us and to be accountable for everything we do. Dell seeks to develop and use direct customer relationships to understand The University's needs and to deliver high quality computer products and services tailored to meet those needs.

Led by your currently assigned Account Executive, Mitch Mahoney, State of West Virginia will have an assigned account team comprised of distinct Dell contacts for each key operation. Your account team will be fully informed and accountable for the State of West Virginia relationship.

State of West Virginia Dell Account Team

Dependent upon the complexity and scope of your projects, your cross-functional Dell Account Team may include:

Title	Responsibility
<p><i>Account Executive</i> Mitch Mahoney 513-227-6885 Mitch_Mahoney@Dell.com</p>	<p>A single point-of-contact who is responsible for overall account management and the customer's experience with Dell</p>
<p><i>Sales Representative</i> Vanessa Avila 512-513-9298 Vanessa_A_Avila@Dell.com</p>	<p>Handles day-to-day product inquires, configuration, and pricing</p>
<p><i>Inside Sales Manager and Regional Sales Manager</i> Mark Reisman - Inside 512-513-9048 Mark_Reisman@Dell.com Mitch Breneman - Outside 614-264-6774 Mitch_Breneman@Dell.com</p>	<p>Senior relationship managers available for escalated business issues</p>
<p><i>System Engineer and/or System Consultant</i> David Griggs 513-899-1861 David_Griggs@Dell.com</p>	<p>Provides pre-sales technical configuration and systems consultation</p>
<p><i>Technical Sales Representative</i> Gregg Morgan 512-513-9409 Greg_Morgan@Dell.com</p>	<p>Provides assistance with servers, storage, networking, and other technical topics</p>

Services Account Executive

Richard Hansen

440-463-8625

Richard_Hansen@Dell.com

Coordinates professional services including deployment, support and consulting

Working closely with the State of West Virginia, your Dell account team becomes familiar with all the details and unique requirements of your organization. Dell will provide responsive, professional account management to manage the relationship with the State of West Virginia. The overall goal of Dell's account team will be to plan, execute, measure, and report on the delivery of Dell's products and services.

Product Quote

DELL

QUOTATION

QUOTE #: 603029319
Customer #: 18209317
Contract #: 70137

Customer Agreement #: Dell Std Terms

Quote Date: 11/8/11

Date: 11/8/11 11:35:44 AM

Customer Name: WV SECRETARY OF STATE

TOTAL QUOTE AMOUNT:	\$203,810.00		
Product Subtotal:	\$203,810.00		
Tax:	\$0.00		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	0

SOFTWARE & ACCESSORIES			
Product	Quantity	Unit Price	Total
Samsung Series 7 64-inch PN64D7000 1080p 3D Plasma HDTV (A4789389)	42	\$2,370.00	\$99,540.00
Samsung Series 7 51-inch PN51D7000 1080p 3D Plasma HDTV (A4789384)	4	\$1,268.00	\$5,072.00
CS-State of West Virginia-CX5000 UC STATION-MS ROUNDTABLE F/MSFT UNIFIED COMM INCL dollar 25SHIP FEE (A5543274)	33	\$3,006.00	\$99,198.00
Number of S & A Items: 3		S&A Total Amount: \$203,810.00	

SALES REP:	Gerard Gonzalez	PHONE:	1512-7250109
Email Address:	gerard_gonzalez@dell.com	Phone Ext:	7250109

Please review this quote carefully. If complete and accurate, you may place your order online at www.dell.com/qto (use quote number above). POs and payments should be made to *Dell Marketing L.P.*

If you do not have a separate agreement with Dell that applies to your order, please refer to www.dell.com/terms as follows:

If purchasing for your internal use, your order will be subject to *Dell's Terms and Conditions of Sale-Direct* including Dell's U.S. Return Policy, at www.dell.com/returnpolicy#total. If purchasing

for resale, your order will be subject to *Dell's Terms and Condition of Sale for Persons or Entities Purchasing to Resell*, and other terms of Dell's PartnerDirect program at www.dell.com/partner. If your order includes services, visit www.dell.com/servicecontracts for service descriptions and terms.

Quote information is valid for U.S. customers and U.S. addresses only, and is subject to change. Sales tax on products shipped is based on "Ship To" address, and for downloads is based on "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, with seller listed as *Dell Marketing L.P.*, to Dell's Tax Department at 800-433-9023. Please include your Customer Number.

For certain products shipped to end-users in California, a [State Environmental Fee](#) will be applied. For Asset Recovery/Recycling Services, visit www.dell.com/assetrecovery.

Bid Documents



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

Request for Quotation

RFQ NUMBER
 DRS120241

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 SHELLY MURRAY
 304-558-8801

RFQ COPY
 TYPE NAME/ADDRESS HERE

Dell Marketing, LP
 One Dell Way
 Round Rock, TX 78682

DIV OF REHABILITATION SERVICES
 VARIOUS LOCALES AS
 INDICATED BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/18/2011				

BID OPENING DATE: 11/22/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	43 MINIMUM 65"	EA		840-60 PLASMA TELEVISION	\$2,370.00	\$99,540.00
0002	4 MINIMUM 55"	EA		840-60 PLASMA TELEVISION	\$1,268.00	\$5,072.00
0003	33	EA		205-43 CONFERENCE STATION	\$3,006	\$99,198.00

REQUEST FOR QUOTATION (RFQ)

THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF REHABILITATION SERVICES, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH TELEVISIONS AND VIDEO CONFERENCING STATIONS PER THE ATTACHED SPECIFICATIONS.

TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO SHELLY MURRY AND ALAN CUMMINGS IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT SHELLY.L.MURRY@WV.GOV AND ALAN.W.CUMMINGS@WV.GOV.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>M. Collins</i>	TELEPHONE 512-723-3772	DATE November 18, 2011
TITLE Proposal Manager	FEIN 74-2616805	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

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

INSTRUCTIONS TO BIDDERS

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



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

Request for Quotation

RFQ NUMBER
 DRS120241

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
 SHELLY MURRAY
 304-558-8801

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

Dell Marketing, LP
 One Dell Way
 Round Rock, TX 78682

SHIP TO

DIV OF REHABILITATION SERVICES
 VARIOUS LOCALES AS
 INDICATED BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/18/2011				

BID OPENING DATE: 11/22/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>DEADLINE FOR ALL TECHNICAL QUESTIONS IS NOVEMBER 8, 2011 AT THE CLOSE OF BUSINESS.</p> <p>ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL WRITTEN ADDENDUM TO BE ISSUED AFTER THE DEADLINE HAS LAPSED.</p> <p>EXHIBIT 10</p> <p style="text-align: center;">REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO. 'S:</p> <p>NO. 1 <input checked="" type="checkbox"/></p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>M. Collins</i>	TELEPHONE 512-723-3772	DATE November 18, 2011
TITLE Proposal Manager	FEIN 74-2616805	ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia
 Department of Administration
 Purchasing Division
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 Charleston, WV 25305-0130

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
SHELLY MURRAY 804-558-8801

VENDOR

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;"><i>M. Collins</i> SIGNATURE</p> <p style="text-align: center;">Dell Marketing, LP COMPANY</p> <p style="text-align: center;">November 18, 2011 DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>M. Collins</i>	TELEPHONE 512-723-3772	DATE November 18, 2011
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PROPOSAL MANGER	FEIN 74-2616805	ADDRESS CHANGES TO BE NOTED ABOVE
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SHELLY MURRAY 304-558-8801

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VENDOR

Dell Marketing, LP
 One Dell Way
 Round Rock, TX 78682

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<p>WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>M. Lohman</i>	TELEPHONE 512-723-3772	DATE November 18, 2011
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TITLE Proposal Manager	FEIN 74-2616805	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
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 SHELLY MURRAY
 804-558-8801

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Dell Marketing, LP
 One Dell Way
 Round Rock, TX 78682

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<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>REV 07/16/2007</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *M. Collins* TELEPHONE 512-723-3772 DATE November 18, 2011

PROPOSAL MANAGER FEIN 74-2616805 ADDRESS CHANGES TO BE NOTED ABOVE

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



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

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RFQ NUMBER
 DRS120241

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
 SHELLY MURRAY
 304-558-8801

RFQ COPY
 TYPE NAME/ADDRESS HERE

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Dell Marketing, LP
 One Dell Way
 Round Rock, TX 78682

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DIV OF REHABILITATION SERVICES
 VARIOUS LOCALES AS
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/18/2011				

BID OPENING DATE: 11/22/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: SHELLY MURRAY - FILE 31 RFQ. NO.: DRS120241 BID OPENING DATE: 11/22/2011 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 512-283-9092 ----- CONTACT PERSON (PLEASE PRINT CLEARLY): Mary Collins or Mitch Mahoney ----- ***** THIS IS THE END OF RFQ DRS120241 ***** TOTAL:						
						\$203,810.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>M Collins</i>	TELEPHONE 512-723-3772	DATE November 18, 2011
TITLE Proposal Manager	FEIN 74-2616805	ADDRESS CHANGES TO BE NOTED ABOVE

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

Request for Quote

DRS120241

The West Virginia Division of Rehabilitation Services is requesting quotes for the provision of large, flat screen televisions and video conferencing stations for their offices statewide. Equipment shall include inside delivery to a room designated upon delivery, but set-up of the televisions or conferencing stations is not required. Delivery is per the attached list of offices located throughout the State of West Virginia.

Item 1 – Qty 42 - 65" Plasma Television Specifications, Panasonic Viera TC-P65VT30, or equal

Must include the following:

1. Screen Size - minimum 65"
2. Minimum Aspect Ratio of 16:9
3. Native Resolution must be 1920x1080
4. Minimum Moving Picture Resolution of 1080
5. Shades of Gradation must be 6144 equivalent or better
6. Minimum HDTV Display Capability of 1080p, 1080i, 720p
7. Minimum EDTV Display Capability of 480p
8. THX Mode must be 3D/2D
9. Speakers must be Dual Speakers with separate Woofer
10. Audio Output minimum must be 22W (6+6+10)
11. Must have Surround Sound, or equal
12. Must have Built-in Wi-Fi with all adapters included
13. Image Viewer must include AVCHD/MPEG2/JPEG/MP3 playback
14. Minimum four (4) HDMI Inputs with at least three on side
15. Minimum one (1) Composite Video Input, RCA type, with adapter cable
16. Minimum one (1) PC Input, must be D-sub 15-pin
17. Must have Component Video Inputs (Y,PB,PR, RCA type)
18. Minimum one (1) Audio Input for Component Video (RCA type)
19. Minimum one (1) Digital Audio Output (Optical)
20. Must have Analog Audio Output for HDMI/DVI
21. Minimum three (3) USB 2.0 ports
22. Minimum one (1) LAN (network) Ethernet port
23. Must have a Multi-Lingual Menu
24. Must come with a Wireless LAN Adapter
25. Power Supply shall be AC 120V, 60Hz
26. Must include Swivel Base (Left/Right) with ability for television to pivot on the base for optimal viewing
27. Must have DLNA capability
28. Must have Closed Captioning capability

Item 2 – Qty 4 - 55" Plasma Television Specifications, Panasonic Viera TC-P55VT30, or equal

Must include the following:

1. Minimum Screen Size of 55"
2. Minimum Aspect Ratio of 16:9
3. Minimum Native Resolution of 1920x1080
4. Minimum Moving Picture Resolution of 1080
5. Shades of Gradation must be 6144 equivalent or better

6. Minimum HDTV Display Capability of 1080p, 1080i, 720p
7. Minimum EDTV Display Capability of 480p
8. THX Mode shall be 3D/2D
9. Aspect Control shall be 4:3, with Zoom and Full
10. Must include Dual Speakers with separate Woofer
11. Minimum Audio Output of 22W
12. Must include Surround Sound or equal
13. WiFi - Built-in Wi-Fi with all adapters included
14. Image Viewer shall include AVCHD/MPEG2/JPEG/MP3 playback capability
15. Minimum four (4) HDMI Inputs with at least three (3) on Side
16. Minimum one (1) Composite Video Input, RCA type, with adapter cable
17. Minimum one (1) PC Input, must be D-sub 15-pin
18. Minimum one (1) Component Video Inputs (Y,PB,PR)
19. Minimum one (1) Audio Input, RCA type (for Component Video)
20. Minimum one (1) Digital Audio Output Optical
21. Minimum one (1) Analog Audio Output for HDMI/DVI
22. Minimum three (3) USB 2.0 ports
23. Minimum one (1) LAN (network) Ethernet port
24. Multi-Lingual Menu capability
25. Must include Wireless LAN Adapter
26. Must have DLNA capability
27. Must have Closed Captioning capability
28. Power Supply must be AC 120V, 60Hz
29. Must include Swivel Base (Left/Right) with ability for television to pivot on its base for optimal viewing

Item 3 – Qty 33 - PolyCom CX5000, or equal, Conferencing Stations, with Power Data Block

Must include the following:

1. Station must fully integrate with West Virginia Office of Technology and Division of Rehabilitation Services computer systems, including, but not limited to Microsoft Live Meeting (version 8.0.6362.128) and Microsoft Communications Server.
2. Station must provide a 360-degree panoramic view of the entire room, which can be sent to all far-end participants, providing a continuous view of everyone in the meeting room. In addition, a second video view of the active speaker must also be able to be sent.
3. Station must have the capability to automatically focus on the current speaker and track the flow of conversation so that the active speaker can always be identified. Both of these video views plus the content being shared are all shown on the same screen for remote participants who are connected to the same Live Meeting 2007 session. When used with the Office Communicator 2007 client in an Office Communications Server 2007 environment, the active speaker view is sent to all remote participants, bringing video, voice, and instant messaging availability.
4. Station must include a USB connector that can connect to any PC or laptop running the Live Meeting 2007 or Office Communicator 2007 client so the participants need no additional equipment to join the meeting.
5. Station must be compatible with the following minimum specified computer:
 - Microsoft Windows® XP, 32-bit with service pack 2 (SP2) or later, or Windows Vista, 32- or 64-bit
 - 2.0 GHz or faster processor
 - 2 GB of RAM or more
 - 1.5 GB of available hard disk space
 - Video card with 128 MB of RAM or more and support for full hardware acceleration
 - 1024 x 768 or higher resolution video card and monitor

- Wired Ethernet connection
6. Station must provide the following minimum video specifications:
 - Camera resolution: 3700 x 600 pixels
 - Panoramic video resolution: 1056 x 144 pixels
 - Active speaker video resolution
 - CIF: 352 x 288 pixels
 - VGA: 640 x 480 pixels
 - Frame rate for panoramic and active speaker video:
 - 15 frames per second with 60 Hz AC power
 - 12.5 frames per second with 50 Hz AC power
 7. Station must include the following minimum Touch Screen specifications:
 - 12-key telephone keypad
 - Information navigation keys
 - Delete key
 8. Station must include the following minimum Hard Keys specifications:
 - On-hook/off-hook, flash, mute, volume up, • volume down, information keys
 9. Station must include the following minimum Audio Performance specifications:
 - Console Loudspeaker – minimum Frequency response: 300 Hz - 3.4 kHz --in PBX/PSTN mode, 150 Hz - 7.5 kHz when used with Office Communications Server 2007 or Office Live Meeting 2007
 - Volume: Adjustable to 89 dBA SPL (peak) --volume at 0.5 meters
 10. Station must include the following minimum Console Microphone specifications:
 - 6 directional microphones, 150 Hz - 3.4 --kHz
 - Full Duplex - Class 2
 11. Station must include the following minimum Interface specifications:
 - System cable: proprietary interface to Base
 - Telecom interface: RJ-11 POTS connection to PBX or PSTN
 - Data: RJ-45 10/100 Ethernet for system management
 - Software download mode: Download server or command line via USB
 - Network requirements: Compatible with standard PBX and PSTN networks
 12. Must include two (2) directional satellite microphones, 150 Hz - 3.4 kHz
 13. Must include one (1) External Dial Pad with the following minimum specifications:
 - USB Human Interface Device (HID)
 - 12-key keypad
 - On-hook/off-hook, flash, mute, volume up, volume down and delete keys
 - 16-character backlit alphanumeric display

COST SHEET
DRS120241

Item	Qty	Description	Unit Price	Extended Cost
1	42	minimum 65" Plasma Television	\$	\$
2	4	minimum 55" Plasma Television	\$	\$
3	33	Conference Station	\$	\$
Total for Evaluation				\$

Quotes shall be all-inclusive. No separate reimbursement will be made for shipping or any other expense.

Award shall be made to the lowest bid vendor meeting specifications.

55" Panasonic Viera Series	65" Panasonic Viera Series	CX5000 Polycom Station	Ship To Address :
1	1	WV Div of Rehab Services Putnam County Office 115 Liberty Square Hurricane, WV 25526 ATTN: Patti Shafer	
2	1	WV Div of Rehab Services Charleston District/Branch Office 4701 MacCorkle Avenue, SE Charleston, WV 25304 ATTN: Patti Shafer	
1	1	WV Div of Rehab Services Pt. Pleasant Branch Office 209 5th Street Pt. Pleasant, WV 25661 ATTN: Patti Shafer	
1	1	WV Div of Rehab Services Spencer Branch Office 321 Market Street Spencer, WV 25276 ATTN: Patti Shafer	
2	1	WV Div of Rehab Services Clarksburg District/Branch Office 107 Cambridge Place Bridgeport, WV 26330 ATTN: Patti Shafer	
1	1	WV Div of Rehab Services Fairmont Branch Office 320 Adams Street (Veterans Square) Suite 106 Fairmont, WV 26554 ATTN: Patti Shafer	

1	1	WV Div of Rehab Services Morgantown Branch Office 1415 Earl Core Road Sabraton Plaza Morgantown, WV 26505 ATTN: Patti Shafer
1	1	WV Div of Rehab Services Weston Branch Office 346 Market Place Mall Weston, WV 26452 ATTN: Patti Shafer
1	1	WV Div of Rehab Services Elkins Branch Office 1025 North Randolph Avenue Elkins, WV 26241 ATTN: Patti Shafer
2	1	WV Div of Rehab Services Wheeling District/Branch Office Central Union Building 40 14th Street, Suite 102 Wheeling, WV 26003-3424 ATTN: Patti Shafer
1	1	WV Div of Rehab Services Parkersburg Branch Office State Office Bldg., 400 5th Street Parkersburg, WV 26101 ATTN: Patti Shafer
1	1	WV Div of Rehab Services Weirton Branch Office 100 Municipal Plaza, Suite 200 Weirton, WV 26062 ATTN: Patti Shafer
1	1	WV Div of Rehab Services

Sistersville Branch Office
 714 Wells Street
 Sistersville, WV 26175
 ATTN: Patti Shafer

2 1 WV Div of Rehab Services
 Beckley District/Branch Offices
 800 New River Town Center
 Beckley, WV 25801
 ATTN: Patti Shafer

1 1 WV Div of Rehab Services
 Princeton Branch Office
 195 Davis Street
 Princeton, WV 24739
 ATTN: Patti Shafer

1 1 WV Div of Rehab Services
 Oak Hill Branch Office
 549 Mall Road
 Oak Hill, WV 25901
 ATTN: Patti Shafer

1 1 WV Div of Rehab Services
 Lewisburg Branch Office
 777 North Jefferson Street
 Suite 105
 Lewisburg, WV 24901
 ATTN: Patti Shafer

1 1 WV Div of Rehab Services
 Summersville Branch Office
 830 Northside Drive
 Suite 113
 Summersville, WV 26651
 ATTN: Patti Shafer

2 1 WV Div of Rehab Services

Huntington District/Branch Offices
2699 Park Avenue
Suite 200
Huntington, WV 25704
ATTN: Patti Shafer

1	1	WV Div of Rehab Services Logan Branch Office 216 Dingess Street Logan, WV 25601 ATTN: Patti Shafer
1	1	WV Div of Rehab Services Mullens Branch Office 316 Howard Avenue Mullens, WV 25882 ATTN: Patti Shafer
1	1	WV Div of Rehab Services Welch Branch Office 110 Park Avenue Welch, WV 24801 ATTN: Patti Shafer
2	1	WV Div of Rehab Services Martinsburg District/Branch Offices 891 Auto Parts Place, Suite 131 Martinsburg, WV 25403-2358 ATTN: Patti Shafer
1	1	WV Div of Rehab Services Moorefield Branch Office 1929-1 State Road 55 Suite 217 Moorefield, WV 26836 ATTN: Patti Shafer

1	1	1	WV Div of Rehab Services Romney Branch Office c/o WV Schools f/t Deaf & Blind Antigo Place Romney, WV 26757 ATTN: Patti Shafer
1	1	1	WV Div of Rehab Services Keyser Branch Office 603 Locust Street Keyser, WV 26726 ATTN: Patti Shafer
1	1	1	WV Div of Rehab Services Rehab Tech North 5000 Greenbag Road, Suite F14-F15 Morgantown, WV 26501 ATTN: Patti Shafer
2	5	1	WV Div of Rehab Services 10 McJunkin Road Nitro, WV 25143 ATTN: Patti Shafer
2	4	5	WV Div of Rehab Services 107 Capital Street (Lower Level/Basement) Charleston, WV 25301 ATTN: Patti Shafer
4	42	33	Total

State of West Virginia VENDOR PREFERENCE CERTIFICATE

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

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

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

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

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

Bidder: Dell Marketing, LP

Signed: M. Toliver

Date: November 18, 2011

Title: Proposal Manager

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

RFQ No. DRS120241

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE
Dell Marketing, LP

Vendor's Name: _____ Date: November 18, 2011

Authorized Signature: [Signature] Date: _____
Texas

State of Williamson

County of _____, to-wit:

Taken, subscribed, and sworn to before me this 18 day of November, 2011.

My Commission expires 2-17-2015, 20 .

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

