



West Virginia Purchasing Division

2019 Washington Street, East
Charleston, WV 25305
Telephone: 304-558-2306
General Fax: 304-558-6026
Bid Fax: 304-558-3970

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

List View

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 139616

Procurement Type: Central Master Agreement

Vendor ID: 000000219123

Legal Name: POMEROY IT SOLUTIONS SALES CO

Alias/DBA:

Total Bid: \$0.00

Response Date: 02/17/2016

Response Time: 17:24

SO Doc Code: CRFQ

SO Dept: 0612

SO Doc ID: DPS160000001

Published Date: 2/12/16

Close Date: 2/18/16

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum No. 7 - Laptop Computer open-end contract

Total of Header Attachments: 0

Total of All Attachments: 0



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 139616

Solicitation Description : Addendum No. 7 - Laptop Computer open-end contract

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation No	Version
	2016-02-18 13:30:00	SR 0612 ESR02171600000003597	1

VENDOR

000000219123
 POMEROY IT SOLUTIONS SALES CO

FOR INFORMATION CONTACT THE BUYER

Tara Lyle
 (304) 558-2544
 tara.l.lyle@wv.gov

Signature X FEIN # DATE

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



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: 139616

Doc Description: Addendum No. 7 - Laptop Computer open-end contract

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-02-12	2016-02-18 13:30:00	CRFQ 0612 DPS1600000001	8

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:

Please remit payments to:
 Pomeroy IT Solutions Sales Co.
 P.O. Box 631049
 Cincinnati, OH 45263-1049
 Phone: 304.533.7537
 Fax: 866.301.1761

Please send orders to:
 Pomeroy IT Solutions Sales Co.
 500 Westmoreland Office Park
 Dunbar, WV 25064
 Phone: 681.245-6427
 Fax: 866.301.1761

FOR INFORMATION CONTACT THE BUYER

Tara Lyle
 (304) 558-2544
 tara.l.yyle@wv.gov

Signature X

Connie Calkins

FEIN # 61-1352158

DATE

2-17-16

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

ADDITIONAL INFORMATION:

Addendum No. 7 - See attached pages.

1. Response to vendor question attached
2. To extend the bid opening from 02/16/2016 to 02/18/2016
3. Revised specifications attached
4. Pricing Page, Exhibit A attached

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE POLICE 4124 KANAWHA TURNPIKE		WEST VIRGINIA STATE POLICE 4124 KANAWHA TURNPIKE	
SOUTH CHARLESTON	WV25309	SOUTH CHARLESTON	WV 25309
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Laptop Computer and mobile printer	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211503			

Extended Description :

See REVISED specifications and pricing page, Exhibit A.

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE POLICE 4124 KANAWHA TURNPIKE		WEST VIRGINIA STATE POLICE 4124 KANAWHA TURNPIKE	
SOUTH CHARLESTON	WV25309	SOUTH CHARLESTON	WV 25309
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Complete the Pricing Page, Exhibit A	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211600			

Extended Description :

See Revised Specifications for more details. Vendors must complete the attached pricing page, Exhibit A (issued with this addendum). If submitting an electronic bid in OASIS, the attached pricing page, Exhibit A, must be completed and attached in VSS. If submitting a paper bid, the pricing page, Exhibit A, must be attached to your bid.

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SOUTH CHARLESTON	WV25309	SOUTH CHARLESTON	WV 25309
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Complete the Pricing Page, Exhibit A	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211600			

Extended Description :

See Revised Specifications for more details. Vendors must complete the attached pricing page, Exhibit A (issued with this addendum). If submitting an electronic bid in OASIS, the attached pricing page, Exhibit A, must be completed and attached in VSS. If submitting a paper bid, the pricing page, Exhibit A, must be attached to your bid.

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SOUTH CHARLESTON	WV25309	SOUTH CHARLESTON	WV 25309
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Complete the Pricing Page, Exhibit A	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211600			

Extended Description :

See Revised Specifications for more details. Vendors must complete the attached pricing page, Exhibit A (issued with this addendum). If submitting an electronic bid in OASIS, the attached pricing page, Exhibit A, must be completed and attached in VSS. If submitting a paper bid, the pricing page, Exhibit A, must be attached to your bid.

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SOUTH CHARLESTON	WV25309	SOUTH CHARLESTON	WV 25309
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Complete the Pricing Page, Exhibit A	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211600			

Extended Description :

See Revised Specifications for more details. Vendors must complete the attached pricing page, Exhibit A (issued with this addendum). If submitting an electronic bid in OASIS, the attached pricing page, Exhibit A, must be completed and attached in VSS. If submitting a paper bid, the pricing page, Exhibit A, must be attached to your bid.

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SOUTH CHARLESTON	WV25309	SOUTH CHARLESTON	WV 25309
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Complete the Pricing Page, Exhibit A	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211600			

Extended Description :

See Revised Specifications for more details. Vendors must complete the attached pricing page, Exhibit A (issued with this addendum). If submitting an electronic bid in OASIS, the attached pricing page, Exhibit A, must be completed and attached in VSS. If submitting a paper bid, the pricing page, Exhibit A, must be attached to your bid.

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US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Complete the Pricing Page, Exhibit A	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211600			

Extended Description :

See Revised Specifications for more details. Vendors must complete the attached pricing page, Exhibit A (issued with this addendum). If submitting an electronic bid in OASIS, the attached pricing page, Exhibit A, must be completed and attached in VSS. If submitting a paper bid, the pricing page, Exhibit A, must be attached to your bid.

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SOUTH CHARLESTON	WV25309	SOUTH CHARLESTON	WV 25309
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Complete the Pricing Page, Exhibit A	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211600			

Extended Description :

See Revised Specifications for more details. Vendors must complete the attached pricing page, Exhibit A (issued with this addendum). If submitting an electronic bid in OASIS, the attached pricing page, Exhibit A, must be completed and attached in VSS. If submitting a paper bid, the pricing page, Exhibit A, must be attached to your bid.

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SOUTH CHARLESTON	WV25309	SOUTH CHARLESTON	WV 25309
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Complete the Pricing Page, Exhibit A	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211600			

Extended Description :

See Revised Specifications for more details. Vendors must complete the attached pricing page, Exhibit A (issued with this addendum). If submitting an electronic bid in OASIS, the attached pricing page, Exhibit A, must be completed and attached in VSS. If submitting a paper bid, the pricing page, Exhibit A, must be attached to your bid.

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SOUTH CHARLESTON	WV25309	SOUTH CHARLESTON	WV 25309
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Complete the Pricing Page, Exhibit A	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211600			

Extended Description :

See Revised Specifications for more details. Vendors must complete the attached pricing page, Exhibit A (issued with this addendum). If submitting an electronic bid in OASIS, the attached pricing page, Exhibit A, must be completed and attached in VSS. If submitting a paper bid, the pricing page, Exhibit A, must be attached to your bid.

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SOUTH CHARLESTON	WV25309	SOUTH CHARLESTON	WV 25309
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Complete the Pricing Page, Exhibit A	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211600			

Extended Description :

See Revised Specifications for more details. Vendors must complete the attached pricing page, Exhibit A (issued with this addendum). If submitting an electronic bid in OASIS, the attached pricing page, Exhibit A, must be completed and attached in VSS. If submitting a paper bid, the pricing page, Exhibit A, must be attached to your bid.

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SOUTH CHARLESTON	WV25309	SOUTH CHARLESTON	WV 25309
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Complete the Pricing Page, Exhibit A	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211600			

Extended Description :

See Revised Specifications for more details. Vendors must complete the attached pricing page, Exhibit A (issued with this addendum). If submitting an electronic bid in OASIS, the attached pricing page, Exhibit A, must be completed and attached in VSS. If submitting a paper bid, the pricing page, Exhibit A, must be attached to your bid.

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SOUTH CHARLESTON	WV25309	SOUTH CHARLESTON	WV 25309
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Complete the Pricing Page, Exhibit A	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211600			

Extended Description :
 See Revised Specifications for more details. Vendors must complete the attached pricing page, Exhibit A (issued with this addendum). If submitting an electronic bid in OASIS, the attached pricing page, Exhibit A, must be completed and attached in VSS. If submitting a paper bid, the pricing page, Exhibit A, must be attached to your bid.

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SOUTH CHARLESTON	WV25309	SOUTH CHARLESTON	WV 25309
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Complete the Pricing Page, Exhibit A	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211600			

Extended Description :
 See Revised Specifications for more details. Vendors must complete the attached pricing page, Exhibit A (issued with this addendum). If submitting an electronic bid in OASIS, the attached pricing page, Exhibit A, must be completed and attached in VSS. If submitting a paper bid, the pricing page, Exhibit A, must be attached to your bid.

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SOUTH CHARLESTON	WV25309	SOUTH CHARLESTON	WV 25309
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	Complete the Pricing Page, Exhibit A	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211600			

Extended Description :

See Revised Specifications for more details. Vendors must complete the attached pricing page, Exhibit A (issued with this addendum). If submitting an electronic bid in OASIS, the attached pricing page, Exhibit A, must be completed and attached in VSS. If submitting a paper bid, the pricing page, Exhibit A, must be attached to your bid.

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SOUTH CHARLESTON	WV25309	SOUTH CHARLESTON	WV 25309
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	Complete the Pricing Page, Exhibit A	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211600			

Extended Description :

See Revised Specifications for more details. Vendors must complete the attached pricing page, Exhibit A (issued with this addendum). If submitting an electronic bid in OASIS, the attached pricing page, Exhibit A, must be completed and attached in VSS. If submitting a paper bid, the pricing page, Exhibit A, must be attached to your bid.

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SOUTH CHARLESTON	WV25309	SOUTH CHARLESTON	WV 25309
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	Complete the Pricing Page, Exhibit A	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211600			

Extended Description :

See Revised Specifications for more details. Vendors must complete the attached pricing page, Exhibit A (issued with this addendum). If submitting an electronic bid in OASIS, the attached pricing page, Exhibit A, must be completed and attached in VSS. If submitting a paper bid, the pricing page, Exhibit A, must be attached to your bid.

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SOUTH CHARLESTON	WV25309	SOUTH CHARLESTON	WV 25309
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	Complete the Pricing Page, Exhibit A	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211600			

Extended Description :

See Revised Specifications for more details. Vendors must complete the attached pricing page, Exhibit A (issued with this addendum). If submitting an electronic bid in OASIS, the attached pricing page, Exhibit A, must be completed and attached in VSS. If submitting a paper bid, the pricing page, Exhibit A, must be attached to your bid.

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SOUTH CHARLESTON	WV25309	SOUTH CHARLESTON	WV 25309
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	Complete the Pricing Page, Exhibit A	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211600			

Extended Description :

See Revised Specifications for more details. Vendors must complete the attached pricing page, Exhibit A (issued with this addendum). If submitting an electronic bid in OASIS, the attached pricing page, Exhibit A, must be completed and attached in VSS. If submitting a paper bid, the pricing page, Exhibit A, must be attached to your bid.

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US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	Complete the Pricing Page, Exhibit A	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211600			

Extended Description :

See Revised Specifications for more details. Vendors must complete the attached pricing page, Exhibit A (issued with this addendum). If submitting an electronic bid in OASIS, the attached pricing page, Exhibit A, must be completed and attached in VSS. If submitting a paper bid, the pricing page, Exhibit A, must be attached to your bid.

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SOUTH CHARLESTON	WV25309	SOUTH CHARLESTON	WV 25309
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
21	Complete the Pricing Page, Exhibit A	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211600			

Extended Description :

See Revised Specifications for more details. Vendors must complete the attached pricing page, Exhibit A (issued with this addendum). If submitting an electronic bid in OASIS, the attached pricing page, Exhibit A, must be completed and attached in VSS. If submitting a paper bid, the pricing page, Exhibit A, must be attached to your bid.

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US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
22	Complete the Pricing Page, Exhibit A	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211600			

Extended Description :

See Revised Specifications for more details. Vendors must complete the attached pricing page, Exhibit A (issued with this addendum). If submitting an electronic bid in OASIS, the attached pricing page, Exhibit A, must be completed and attached in VSS. If submitting a paper bid, the pricing page, Exhibit A, must be attached to your bid.

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US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
23	Complete the Pricing Page, Exhibit A	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211600			

Extended Description :

See Revised Specifications for more details. Vendors must complete the attached pricing page, Exhibit A (issued with this addendum). If submitting an electronic bid in OASIS, the attached pricing page, Exhibit A, must be completed and attached in VSS. If submitting a paper bid, the pricing page, Exhibit A, must be attached to your bid.

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US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
24	Complete the Pricing Page, Exhibit A	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211600			

Extended Description :

See Revised Specifications for more details. Vendors must complete the attached pricing page, Exhibit A (issued with this addendum). If submitting an electronic bid in OASIS, the attached pricing page, Exhibit A, must be completed and attached in VSS. If submitting a paper bid, the pricing page, Exhibit A, must be attached to your bid.

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US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
25	Complete the Pricing Page, Exhibit A	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211600			

Extended Description :

See Revised Specifications for more details. Vendors must complete the attached pricing page, Exhibit A (issued with this addendum). If submitting an electronic bid in OASIS, the attached pricing page, Exhibit A, must be completed and attached in VSS. If submitting a paper bid, the pricing page, Exhibit A, must be attached to your bid.

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US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
26	Complete the Pricing Page, Exhibit A	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211600			

Extended Description :

See Revised Specifications for more details. Vendors must complete the attached pricing page, Exhibit A (issued with this addendum). If submitting an electronic bid in OASIS, the attached pricing page, Exhibit A, must be completed and attached in VSS. If submitting a paper bid, the pricing page, Exhibit A, must be attached to your bid.

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US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
27	Complete the Pricing Page, Exhibit A	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211600			

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US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
28	Complete the Pricing Page, Exhibit A	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
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SOUTH CHARLESTON	WV25309	SOUTH CHARLESTON	WV 25309
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
29	Complete the Pricing Page, Exhibit A	0.00000	CASE		

Comm Code	Manufacturer	Specification	Model #
43211600			

Extended Description :

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US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
30	Complete the Pricing Page, Exhibit A	0.00000	CASE		

Comm Code	Manufacturer	Specification	Model #
43211600			

Extended Description :

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SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical questions due by 4:00 pm	2015-12-18

	Document Phase	Document Description	Page
DPS1600000001	Final	Addendum No. 7 - Laptop Computer open-end contract	15 of 15

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.3. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
 - 2.5. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.6. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.7. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on upon award and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed 36 months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.
- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: In the amount of _____ or more.

Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of _____
for _____.
This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 12. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
- 13. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 16. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
- 20. PREVAILING WAGE:** Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

- 21. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 22. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
- 23. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 24. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 25. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 26. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 27. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 28. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.
- 29. CONFIDENTIALITY:** The Vendor agrees that it 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/default.html>.

- 30. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and **WILL NOT BE HONORED**. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and **WILL NOT BE HONORED**. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and **WILL NOT BE HONORED**. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information **WILL NOT BE HONORED**.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 31. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor 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, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

33. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

34. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense

against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater.

For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained 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.

Pomeroy IT Solutions Sales Co.

(Company)

Connie White

Connie White, Project Assistant
(Authorized Signature) (Representative Name, Title)

(681)245-6029 | 1(866)301-1761 | _____
(Phone Number) (Fax Number) (Date)

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

- 4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding. Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: December 18, 2015 by 4:00 pm

Submit Questions to: Tara Lyle
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Tara.L.Lyle@wv.gov

- 5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
- 6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. The bid delivery address is:

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

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:
BUYER:
SOLICITATION NO.:
BID OPENING DATE:
BID OPENING TIME:
FAX NUMBER:

In the event that Vendor is responding to a request for proposal, and chooses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

Technical

Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: December 30, 2015 at 1:30 pm
Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
10. **ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
12. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
13. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
14. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
15. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
16. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the

same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

SOLICITATION NUMBER: CRFQ– DPS1600000001
Addendum Number: 7

The purpose of this addendum is to modify the solicitation identified as CRFQ DPS1600000001 (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

1. Response to vendor question attached.
2. The bid opening has moved from 02/16/2016 to 02/18/2016.
3. Revised specifications are attached.
4. Pricing Page, Exhibit A attached. Vendors must submit pricing on the pricing page, Exhibit A, with their electronic or paper bid.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A
CRFO DPS160000001

QUESTIONS:

Q1: The question below pertains to the mobile printer specified in the bid documents:

Is a device without Wi-Fi and NFC capability approved for this application and being considered?

A1: No, The Zebra ZQ520 has two interface options, USB and Bluetooth or USB, Bluetooth and WiFi(802.11a/b/g/n).

OTHER INFORMATION:

1. The bid opening has moved from 02/16/2016 to 02/18/2016.
2. Revised specifications are attached. **PLEASE READ THE REVISED SPECIFICATIONS.**
3. **Pricing page, Exhibit A attached.**

The pricing page, Exhibit A (issued with this addendum), must be completed and submitted with vendor's electronic or paper bid.

PLEASE NOTE: Although 30 commodity lines exist on the CRFO (VSS), the quantity for each line has been reduced to zero (0). For this reason, pricing must be entered on the pricing page, Exhibit A, and submitted with an electronic or paper bid.

No pricing should be entered on the commodity lines within OASIS.

REQUEST FOR QUOTATION
LAPTOP COMPUTERS
Revised 02/12/2016 – CRFQ DPS160000001

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia State Police to establish an open-end contract for laptop computers and mobile printers.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3, Subsection 1 below.
 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
 - 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as DPS 160000001.

3. **GENERAL REQUIREMENTS:**
 - 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. The West Virginia State Police currently have a number of Dell Latitude E6430 ATG (new part number Latitude 14 Rugged, same footprint as the E6430) computers and Havis docking stations, and Zebra RW420 (new part number ZQ520, same footprint as the RW420) mobile printers mounted in vehicles. Contract Items must meet or exceed the mandatory requirements as shown below.
 - 3.1.1 **DELL LATITUDE 14 RUGGED or equal.**
 - 3.1.1.1 Dell Latitude 14 Rugged OR EQUAL (SKU 210-ADEK) MUST have the following:
 - 3.1.1.2 4th gen Intel Core i5-4310U Processor (2.0Ghz, 3M cache, Dual Core) with FPR and SC reader (SKU 338-BFPU),
 - 3.1.1.3 4.0GB, DDR3-1600MHz SDRAM, 1 DIMM (SKU 370-AAPD),
 - 3.1.1.4 Sealed Internal English Dual Pointing Multi-Color Backlit Keyboard (SKU 580-ABYR),

**REQUEST FOR QUOTATION
LAPTOP COMPUTERS
Revised 02/12/2016 – CRFQ DPS1600000001**

- 3.1.1.5 Intel Integrated HD Graphics (SKU 490-BCGN),**
- 3.1.1.6 Minimum 128GB Dell Mobility Solid State Drive, or equal (SKU 400-AATR),**
- 3.1.1.7 9-cell (97Wh) Lithium Ion Battery with Express Charge (SKU 541-BBIS),**
- 3.1.1.8 Minimum 14.0" HD (1366X768) Direct View-Outdoor-Readable Display with resistive Touchscreen, W/Camera & mic (SKU 391-BBTC),**
- 3.1.1.9 Windows 7 Professional English 64bit (Includes Windows 8.1 Pro license and media) (SKU 536-BBBD),**
- 3.1.1.10 Dell Data Protection Encryption Enterprise Edition, Software License, Per Seat or equal (SKU 421-9983),**
- 3.1.1.11 Intel Dual Band Wireless AC 7260, 802.11 ac/a/b/g/n 2x2+ Bluetooth 4.0 LE Half Mini Card (SKU 555-BBRS),**
- 3.1.1.12 Mobile Broadband RF-Pass-Thru (SKU 331-5939),**
- 3.1.1.13 US – 3 foot Flat Power Cord (SKU 537-BBBD),**
- 3.1.1.14 90W 3-Pin, AC Adapter (SKU 492-BBCU),**
- 3.1.1.15 8X DVD+/-RW, Dell Latitude E4 (SKU 318-1732),**
- 3.1.1.16 Docking Connector for Rugged Docking Station only or equal (SKU 590-TEUH)**
- 3.1.1.17 Carrying Handle, Latitude E64X0 ATG or equal (SKU 331-1713),**
- 3.1.1.18 Express Card Reader (SKU 540-BBIT),**
- 3.1.1.19 Intel vPro Technology Advanced Features (SKU 331-5837),**
- 3.1.1.20 ProSupport: Next Business Day Onsite Service After Remote Diagnosis 4 Year Extended, or equal (SKU 937-3454),**
- 3.1.1.21 ProSupport: Next Business Day Onsite Service After Remote Diagnosis Initial Year, or equal (SKU 937-3404),**
- 3.1.1.22 Info, Complete Care Bundle, or equal (SKU 993-3389),**
- 3.1.1.23 ProSupport Plus: 7X24 Technical Support, 5 Year, or equal (SKU 997-7038)**
- 3.1.1.24 ProSupport Plus: Accidental Damage Service, 5 Year or equal (SKU 997-7016)**
- 3.1.1.25 VENDOR SHOULD PROVIDE WITH THEIR BID A COPY OF ANY AND ALL SOFTWARE TERMS AND CONDITIONS OR LICENSES THAT THE STATE OF WEST VIRGINIA OR THE AGENCY WILL HAVE TO AGREE TO OR ACCEPT AS A PART OF THIS SOLICITATION. THIS INFORMATION WILL BE REQUIRED BEFORE PURCHASE ORDER IS ISSUED.**

**REQUEST FOR QUOTATION
LAPTOP COMPUTERS
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3.1.1.26 VENDOR SHOULD INCLUDE A COPY OF ANY MAINTENANCE TERMS AND CONDITIONS OR LICENSES THAT THE STATE OF WEST VIRGINIA OR THE AGENCY WILL BE REQUIRED TO AGREE TO AND ACCEPT AS A PART OF THIS SOLICITATION. THIS INFORMATION WILL BE REQUIRED BEFORE PURCHASE ORDER IS ISSUED.

IF THE VENDOR IS SUBMITTING AN EQUIVALENT BRAND, THIS INFORMATION INCLUDING MODEL NUMBER SHOULD BE SUBMITTED WITH THEIR BID SUBMISSION, HOWEVER, THIS INFORMATION MUST BE PROVIDED PRIOR TO CONTRACT AWARD.

3.1.3 MOBILE PRINTER – ZEBRA ZQ520 OR EQUAL.

3.1.3.1 Mobile Printer – Zebra ZQ520, or equal must be the following:

DT Printer ZQ520; Dual Radio (Bluetooth 4.0/WLAN)
Standard Media, Lined Platen, Active
NFC, English (SKU – ZQ52-AUN0100-00),

3.1.3.2 ZQ520 Vehicle Charging Cradle and Cigarette Lighter Adapter or equal (SKU P1063406-030),

3.1.3.3 Accessory Kit, ACC 4 Cell Lithium Ion Battery for ZQ520 or equal (SKU P1031365-059),

3.1.3.4 ZebraCare Depot Service Agreement – 2 Year, ZQ520, Standard, Comprehensive Coverage or equal (SKU-Z1AE-ZQ5X-3C0)

3.1.3.5 Up to a maximum of 4” Continuous Roll 2.4 Mil DT Uncoated Receipt Paper or equal (SKU ZEB-10006224-CASE [36 rolls per case])

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 on the Pricing Pages.

REQUEST FOR QUOTATION
LAPTOP COMPUTERS
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- 4.2 Pricing Pages:** Vendor must complete the Pricing Page by filling in the “Unit Price”, the “Extended Price”, the “Total” and the “Vendor Information”. Vendor must complete the Pricing Pages in their entirety as failure to do so may result in Vendor’s bids being disqualified.

The commodity lines, with the exception of Line 1, have a zero (0) quantity amount. Vendors that submit an electronic bid through OASIS Vendor Self Service (VSS) must download and complete the pricing page, Exhibit A and attach to the electronic bid. If the vendor is submitting a paper bid, the pricing page, Exhibit A must be submitted with the bid.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

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

5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver standard orders within forty five (45) working days after orders are received. Vendor shall deliver emergency orders within fifteen (15) working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

REQUEST FOR QUOTATION
LAPTOP COMPUTERS
Revised 02/12/2016 – CRFQ DPS160000001

- 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.

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 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 F.O.B. 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.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. 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.

7. MISCELLANEOUS:

- 7.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 7.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

REQUEST FOR QUOTATION
LAPTOP COMPUTERS
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- 7.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 7.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Summer Bailey
Telephone Number: (304)533-7526
Fax Number: 1(866)301-1761
Email Address: Summer.Bailey@pomeroy.com

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO DPS1600000001

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

Pomeroy IT Solutions Sales Co.

Company

Cornie White

Authorized Signature

2-17-16

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: 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.

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.

"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 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: Pomeroy IT Solutions Sales Co.

Authorized Signature: Connie White Date: 2-17-16

State of West Virginia

County of Franconia, to-wit:

Taken, subscribed, and sworn to before me this 17th day of Feb, 2016

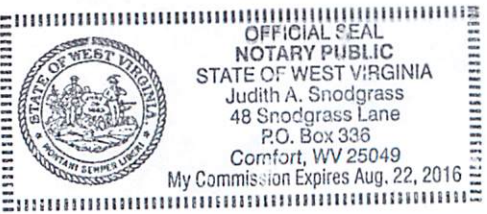
My Commission expires Aug 22, 2016



AFFIX SEAL HERE

NOTARY PUBLIC Judith A. Snodgrass

Purchasing Affidavit (Revised 07/01/2012)



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 Vendor Preference, if applicable.

1. **Application is made for 2.5% 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% 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% 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% 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% 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% 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.

7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**

- Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: Pomeroy IT Solutions Sales Co.

Signed: Connie White

Date: 2-17-16

Title: Project Assistant

**REVISED - Pricing Page - EXHIBIT A
DPS 160000001**

Item#	Description	*Estimated Annual Quantity	Unit Price	Extended Price
3.1.1	Dell Latitude E6430 ATG or equal (SKU 225-2696) Consisting of items 3.1.1.1 thru 3.1.1.25 Inclusive.	700	\$ 2,261.26	\$ 1,582,882.00
3.1.1.6	Spare 128GB Dell Mobility Solid State Drive or equal (SKU 342-4258)	50	\$ 73.27	\$ 3,663.50
3.1.1.13	US - 3 foot Flat Power Cord or equal (SKU 330-4016)	25	\$ 8.86	\$ 221.50
3.1.1.14	90W 3-pin, AC Adapter or equal (SKU 331-5829)	25	\$ 51.72	\$ 1,293.00
3.1.3.1	Mobile Printer - Zebra RW420/520 must be the following: DT Printer RW420/520; Zebra Value Radio 802.11 b/g, Standard Media with IP54 Rating, Lined Platen, English, or equal (SKU R4D-OUGA000N-00).	725	\$ 580.33	\$ 420,739.25
3.1.3.2	RW 420/520 Vehicle Charging Cradle and Cigarette Lighter Adapter or equal (SKU AK18178-1)	725	\$ 27.08	\$ 19,633.00
3.1.3.3	Accessory Kit, ACC 4 Cell Lithium Ion Battery for RW420/520 or equal (SKU AK17463-005)	725	\$ 62.23	\$ 45,116.75
3.1.3.4	4 ZebraCare Depot Service Agreement- 2 Year, RW420/520, Standard, Comprehensive Coverage or equal (SKU ZaO-RW41-2CO)	725	\$ 127.90	\$ 92,727.50
Failure to use this form may result in disqualification.			Overall Total Cost	\$ 2,166,276.50
Bidder/ Vendor Information:				
Name:		Pomeroy IT Solutions Sales Co.		
Address:		500 Westmoreland Office Park Dunbar, WV 25064		
Phone#:		1.866.227.8798		
Email Address:		Summer.Bailey@Pomeroy.com		
Contract Coordinator Information:				
Name:		Summer Bailey		
Address:		500 Westmoreland Office Park Dunbar, WV 25064		
Phone#:		304.553.7526		
Email Address:		Summer.Bailey@Pomeroy.com		
*Quantities are estimated annual usage for bidding purposes and bidder's information.				

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CRFQ 0612 DPS1600000001

**West Virginia State Police
Dell Latitude 14 Rugged Specifications**

Dell Latitude 14 Rugged (54D4), CTO (210-ADEK) 1
 4GB Single Channel DDR3L 1600MHz (4GBx1) (370-AAPD) 1
 Sealed Internal RGB Backlit US International Keyboard (368-ASYR) 1
 Intel Integrated HD Graphics (490-BCGN) 1
 Software for Intel Wireless 7260 (555-BCDT) 1
 128GB Mobility Solid State Drive (400-AATR) 1
 Windows 7 Professional English/French 64bit (Includes Windows 8.1 Pro license) (535-B55M) 1
 9-cell (97Wh) Lithium Ion battery (451-B80J) 1
 No Wireless WAN Card (362-B88B) 1
 Docking connector for Rugged Docking Station only (590-TEUH) 1
 ExpressCard Reader (540-B51T) 1
 Optical Drive Bazel (325-B81K) 1
 Tray load DVD Drive (Reads and Writes to DVD/CD) (429-AAJM) 1
 Intel Dual Band Wireless-AC 7260 802.11 ac/b/g/n 2x2 + Bluetooth 4.0 LE Half Mini Card (555-B8RS) 1
 E5 Power Cord (US) (537-B88D) 1
 Windows 8.1 DVD OS Recovery(English) (620-AASU) 1
 Dell Backup and Recovery Basic (537-AAAS) 1
 BTO Standard shipment Air (600-B5GF) 1
 Safety/Environment and Regulatory Guide (English/French/Dutch) (340-AG1K) 1
 Software for Integrated Camera (319-B88H) 1
 ProSupport Plus: Next Business Day Onsite, 2 Year Extended (604-0512) 1
 ProSupport Plus: Next Business Day Onsite, 3 Years (604-0513) 1
 Dell Limited Hardware Warranty Extended Year(s) (975-3461) 1
 Dell Limited Hardware Warranty Initial Year (997-6988) 1
 ProSupport Plus: Accidental Damage Service, 5 Years (997-7015) 1
 ProSupport Plus: Keep Your Hard Drive, 5 Years (997-7016) 1
 ProSupport Plus: 7x24 Technical Support, 5 Years (997-7038) 1
 Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-616-3115 (997-8367) 1
 Intel vPro Technologies Advanced Management Features (531-AALF) 1
 No Quick-Reference Guide(s) (340-AASE) 1
 No Option Included (340-ACGQ) 1
 EnergyStar 6.0 (367-B5JD) 1
 4th Gen Intel Core i5-4310U Processor (2.0 GHz, 3M Cache, Dual Core) with FPR and SC reader (335-BFPL) 1
 No Option Included (340-ACGQ) 1
 Dell Data Protection Encryption Enterprise Edition Digital Delivery (421-9983) 1
 Dell ProSupport for Software, Dell Data Protection Encryption Enterprise Edition, 5 Year (654-3471) 1
 No Docking Station (452-B85E) 1
 Cat/Custom BTO MDX SHIP (326-B8YL) 1
 No FGA (317-B88B) 1
 Module, Stylus, Plastic, RDG, Tabulated, Latitude (750-AAGT) 1
 PowerDVD Software not included (429-AA6Q) 1
 Regulatory Label (359-BFFE) 1
 No Additional Serial Ports (590-TEUJ) 1
 No Intel Rapid Start or Smart Connect (409-B8CF) 1
 Intel Core i5 Processor Vpro Label (335-BCZJ) 1
 14.0 HD (1366x768) outdoor-readable display with resistive touchscreen w/ Camera and MB6 (391-5CPM) 1
 Microsoft Office 30 Day Trial (558-5C5B) 1
 Dell Client System Update (340-AATY) 1
 Dell Power Manager (340-ADFZ) 1
 Dell Data Protection Security Tools Digital Delivery/NE (422-0007) 1
 Dell Data Protection | Protected Workspace (640-B8EU) 1
 Dell(TM) Digital Delivery Client (640-B8LW) 1
 Platform Quickset (640-B80D) 1
 Waves Maxx Audio Royalty (555-B8NF) 1
 MY DELL (555-B8VM) 1
 Antivirus : No Antivirus Software (550-AACW) 1
 E5 90W AC Adapter, 3-pin (492-B5CU) 1
 (*) 1
 (*) 1
 Module, Stylus, Plastic, RDG, Tabulated, Latitude (750-AAGT) 1

Service Description

Dell ProSupport Plus for PCs and Tablets

Introduction

Dell is pleased to provide Dell ProSupport Plus for PCs and Tablets (the “**Service(s)**”) in accordance with this Service Description (“**Service Description**”). Your quote, order form or other mutually-agreed upon form of invoice or order acknowledgment (as applicable, the “**Order Form**”) will include the name of the service(s) and available service options that you purchased. For additional assistance or to request a copy of your service contract(s), contact Dell Technical Support or your sales representative.

The Scope of This Service

The features of your service include the following:

- Dell ProSupport Tech Support™ including Priority Call Routing
- Dedicated Technical Account Manager (TAM) for customers with 1000 or more ProSupport Plus entitled systems
- Accidental Damage (see description below and refer to **Exhibit A** for country-specific and state-specific terms and conditions)
- Keep Your Hard Drive
- Predictive Failure Analysis¹ Enabled by SupportAssist
- Priority call routing and Telephone access 24 hours each day, 7 days each week (including holidays)² to Dell’s global expert center staffed by senior-level analysts for troubleshooting assistance of hardware and select Dell OEM software issues. With ProSupport Plus entitlement your call is treated as a priority contact above our standard services, and is sent to the first available agent that is trained to resolve your issue.
- On-site dispatch of technician and/or service parts to Customer’s business location (as necessary and according to level of service purchased) for repairs and resolution necessary to remedy a Qualified Incident (as defined below). Refer to **Exhibit B** for more details on severity levels and onsite service options.
- For products that are not serviceable at a Customer’s location, please refer to **Exhibit C** for details on service response options for systems that are non-field serviceable.
- Remote troubleshooting assistance for common support issues, when available and with Customer’s consent, in which Dell technicians connect directly to your system over a secure internet connection to expedite troubleshooting.
- Client operating system and application “Getting Started” assistance associated with common Dell OEM end-user applications such as Norton AntiVirus™ software, Microsoft® Office software suite, Intuit® QuickBooks® accounting software, Adobe® Photoshop® software and Adobe Acrobat® software. Please see Dell’s Comprehensive Software Support list for other supported software titles or contact your technical support analyst for details.

¹ Certain system state information logged by the SupportAssist software should typically generate a warning presented to the Customer on the Customer’s Supported Product (as defined below) of a risk of failure of the Supported Product’s battery or hard drive. In order for Customer to receive these warnings, Customer must have properly downloaded and installed SupportAssist, and Customer must promptly take action as directed by the warning and/or notify Dell tech support or a Dell sales representative when Customer first receives a predictive failure warning.

² Availability varies by country. Customers and Dell Channel Partners should contact your sales representative for more information.



What's Included in "Getting Started" assistance	What's NOT Included in "Getting Started" assistance
Support of select Dell OEM operating systems and end-user applications;	Support for software not validated and tested by Dell for your system;
Basic "How To" or feature definition questions;	Step-by-step installation, reinstallation, or configuration assistance;
Hot-fix and patch assistance.	Performance assistance or administrative assistance.

- Getting-started advice or set-up assistance associated with simple network³ connectivity for select desktops, notebooks and tablets.
- Access to online support forums 24 hours each day, 7 days each week.
- Dell's Global Command Center will monitor on-site parts and labor dispatches in order to proactively identify service delivery issues, and to coordinate resolution before it becomes a problem. Case management to help track resolution and escalation of Qualified Incidents.
- Escalation management to provide a single point of contact for incident management, escalation, and status of incidents within the scope of this Service.
- All local services are provided by Dell authorized service provider
- **Dell International Services Program.** This program provides service and support options when travelling with select notebooks and tablets outside of your home country and for a period of less than six (6) months. Additional terms and conditions apply; please see www.Dell.com/ISP for more details.

Hardware Coverage Limitations:

Dell's Limited Hardware Warranty will apply to the Supported Product (as defined below), and is available for review at www.Dell.com/Warranty for U.S. and Canadian customers. Outside of the United States and Canada, the terms and conditions describing the warranty applicable to the Supported Product may be available at the regional Dell.com website that corresponds to the geographic location where the Supported Product was purchased, or such other geographic location to which the Supported Product was relocated in accordance with Section 4.F. or 4.G. of the Additional Terms & Conditions Applicable to Support & Warranty-Related Services section below. Hardware coverage limitations may apply and service offerings may be available to extend these hardware limitations for an additional fee. These coverage limitations are set forth on www.Dell.com/Warranty, and are applicable to Supported Products in all geographic locations, unless any specific limitation is prohibited under local law applicable where the Supported Product is located at the time that service is requested by Customer. A Supported Product or a component of a Supported Product that carries a limited lifetime warranty will be serviced by Dell according to this Service Description for the duration of your Dell ProSupport service contract. After your Dell ProSupport service contract period expires, subsequent Qualified Incidents related to a Supported Product or component with a limited lifetime warranty will be serviced pursuant to the Dell Basic Hardware Service contract available at www.Dell.com/ServiceContracts/global.

How to Contact Dell if You Require Service

Self-Dispatch Support Programs:

For Customers enrolled in TechDirect Program, Qualified Incidents may be handled by certified Customer technicians through the submission of a service request to the self-dispatch website or telephone queue for your region in accordance with the TechDirect terms and conditions.

³ Simple network assistance is limited to a single client system covered by ProSupport, connecting to a single router port or wireless access point, and does not include connectivity to secondary devices, systems, or domains.



Online, Chat, and Email Support:

Dell ProSupport website, chat, and email support available at www.Support.Dell.com.

Telephone Support Requests:

Available 24 hours each day, 7 days each week (including holidays). Availability may differ outside of the United States and is limited to commercially reasonable efforts. Please contact your sales representative or technical support analyst for specific details for your location.

Step One: Call for Assistance

- For telephone support requests, contact your Regional Dell ProSupport support center to speak to a technical support analyst. Regional telephone numbers can be found at www.Dell.com/ProSupport/RegionalContacts.
- Call from a location which includes physical access to the Supported Product.
- Provide the serial number of the Service Tag and other information as requested by the analyst. The analyst will verify Customer's Supported Product, applicable Service and response levels and confirm any expiration of Services.

Step Two: Assist with Telephone-based Troubleshooting

- When requested, identify error messages received and when they occur; what activities preceded the error message; and what steps you have already taken to attempt to solve the problem.
- The analyst will work with you through a series of troubleshooting steps to help diagnose the issue.
- If an on-site dispatch of a service technician is necessary, the analyst will provide additional instructions.

Dell SupportAssist

Dell SupportAssist is a software application that when installed, will monitor your system and collect information to assist in providing technical support. In the event an issue is detected, the information collected can be sent to Dell to provide you with an enhanced, personalized and efficient support experience.

Used with ProSupport Plus, SupportAssist will provide the following features and capabilities:

- Monitoring of systems for issues impacting normal operation and performance.
- Automatic creation of Dell Technical Support requests in the event of issue detection.
- Automatic uploading of diagnostics and other data that allows efficient diagnosis of issues.
- Periodic collection of system operational data that will allow Dell to provide ProSupport Plus customers with predictive information regarding their system.

In configuring SupportAssist on your system, you will have the key contact information (e.g. name, phone number, and/or email address) required to initiate a support request with Dell stored on your system. Reporting of periodic system operational data (e.g. hardware configuration, software installed, error logs) can also be sent to Dell. SupportAssist will provide customers with the ability to configure for use on a single system or to have common configuration information stored across multiple systems. When used in conjunction with Dell's TechDirect portal, customers can receive and action alerts across their install base.

How does it work?

SupportAssist will run diagnostic scans as scheduled by the user in the configuration of the software. In the event of an issue detected in system error logs or as associated with the diagnostic scan, SupportAssist will initiate an alert. The alert is presented to the user and will transmit information to Dell to create a Technical Support Request with related failure information. This information allows Dell to provide an enhanced support experience. The data sent to Dell is encrypted with 128 bit encryption and transferred securely using SSL protocols.



What data is collected?

The information encrypted in the data log file sent back to Dell includes the following categories of data:

- User information: computer name, network domain, IP address, and Dell Service Tag.
- Hardware configuration: installed devices, processor(s), memory, network devices, and usage.
- Software configuration: covering the operating system.

The Dell SupportAssist software is not designed to collect any personal information, such as personal files, web browsing history, or cookies. However, if any personal data is inadvertently collected or viewed during the troubleshooting process, it will be treated in accordance with the Dell Privacy Policy. Please visit www.Dell.com/Privacy to review Dell's full Privacy policy.

How do I uninstall the application?

If at any time you choose to remove the Dell SupportAssist application and stop sending information to Dell, simply go to Add/Remove or Uninstall Program within the Windows® control panel, highlight the SupportAssist listings and click the Remove button. You may also contact Dell Technical Support for assistance.

Note: Removal of Dell SupportAssist or opting out of log collections options will impact Dell's ability to provide ProSupport Plus customers with monthly reporting and maintenance services as listed in the sections below.

Additional Resources

To learn more about Dell SupportAssist and see the latest list of supported Dell products please visit the Dell SupportAssist website at: <http://Dell.Com/SupportAssist>.

ProSupport Plus Dedicated Technical Account Manager (for customers with 1,000 ProSupport Plus entitled systems or more)

The ProSupport Plus dedicated TAM is a remote resource that provides a wide range of system, environmental and account management features and capabilities designed to reduce downtime and improve the overall support experience from Dell. To receive the Services provided by a Technical Account Manager (TAM) (including, but not limited to ProSupport Plus TAM Reporting, described below) (the "TAM Services"), customers must i) have purchased 1,000 or more systems with active ProSupport Plus service contracts and be the registered owner of the corresponding Service Tags (as defined below), and ii) be properly on-boarded by Dell. The 1,000 tag threshold may be satisfied by any combination of existing entitlements to the Services described in this Service Description that have at least 90 days remaining on their existing warranty and service contract, and ProSupport Plus for Enterprise services that are or have been previously purchased for enterprise products, and that have at least 90 days remaining on the warranties and service contracts that correspond to those enterprise products. If at the time of the purchase of these Services, Customer does not currently meet the 1,000 system minimum threshold, Dell will monitor Customer's subsequent purchases of the Services and ProSupport Plus for Enterprise services, and if the Customer subsequently meets or exceeds the 1,000 tag threshold, then the Customer will become eligible for TAM Services, and Dell will attempt to proactively contact Customer schedule TAM Services onboarding.

If Dell attempts to contact the Customer using the Customer's contact information available in Dell's sales and service records either at the time of the purchase of these Services, or at such later date when the Customer first meets or exceeds the 1,000 tag threshold, and Customer fails or refuses to respond or provide the information required by Dell to onboard the Customer to receive TAM Services, then Dell will have fulfilled its obligation to deliver the TAM Services under this Service Description. If Customer subsequently seeks to be on-boarded and receive TAM Services after Dell's proactive attempt to onboard Customer is unsuccessful, Customer must contact Dell and request onboarding, and provide the information required by Dell. Customers who meet the 1,000 system threshold but subsequently fall below it will lose their entitlement to TAM Services 90 days after the date that Customer falls below the 1,000 system threshold if they have not purchased a sufficient number of additional service contracts for the Services or ProSupport Plus for Enterprise services in order to satisfy the minimum requirement of 1,000 ProSupport Plus entitled assets.



ProSupport Plus TAM Reporting

ProSupport Plus TAM Reporting provides information regarding the state of the Customer's ProSupport Plus entitled environment. This TAM Reporting service is available for eligible customers with 1,000 or more ProSupport Plus entitled systems who qualify for TAM Services. Reporting reviews will be conducted by the TAM. By default, ProSupport Plus TAM Reporting is available on a monthly basis. The Customer may select to alter reporting frequency and has the option to receive reporting monthly, quarterly or on an adhoc basis. Adhoc or custom reporting requests may include additional costs.

Support Services Reporting consists of the following:

Monthly reporting: This feature includes standard global incident and warranty tracking reports of the Supported Products. The reports will be used by the Dell Technical Account Manager (TAM) to provide trending analysis and identify opportunities for driving operational efficiencies in the Customer's environment.

Standard incident report: Includes incidents by product, system age and date, time in severity level, time to close trend, business impact, and monthly activity rates.

Standard dispatch report: Includes dispatch rate and dispatches by top dispatched components, system age and date; and monthly activity rates.

Warranty tracking report: Includes total Supported Products by entitlement, product and hardware warranty and support expiration date.

Reporting Delivery for Authorized Dell Resellers and Customers Who Purchase via Authorized Dell Resellers:

ProSupport Plus TAM Reporting will be delivered by Dell to only one entity, either the authorized Dell Reseller or the end user Customer, **not both**. Dell will distribute ProSupport Plus TAM Reporting to the address and contact information provided to Dell at the time the Services were purchased, or else the contact information that is contained in Dell's sales and service records at the time the Customer or authorized Dell Reseller met or exceeded the 1,000 system minimum threshold.

Option 1: Authorized Dell Reseller receives TAM Services and reporting: If Customer is an authorized Dell Reseller who has purchased the Supported Product and the Services with an intent to resell, but has not yet resold the Supported Product and Services, then the authorized Dell Reseller may receive the TAM Reporting if the authorized Dell Reseller has purchased more than 1,000 systems as described above. Please note that when the reporting is delivered to an authorized Dell Reseller it may not be categorized by specific end-user customers, and if Customer-segmented reporting by end-user account is required by the authorized Dell Reseller, it can be requested as custom reporting through the TAM at an additional cost.

Option 2: Channel Partner "End User Customer" receives reporting: This option is available if Customer has purchased 1,000 ProSupport Plus entitled PCs and Tablets and/or ProSupport Plus for Enterprise entitled enterprise systems to Customer, and Customer provides the information required by Dell to onboard Customer. Customer's authorized Dell Reseller must identify the assets that were re-sold, and complete the Tag Transfer process in order to change ownership of the systems to the new End User Customer (as described below in Section 4.G. of the Additional Terms and Conditions Applicable to Support & Warranty Related Services). Customer's authorized Dell Reseller must provide the Customer's TAM with new customer numbers and key contact information in order to validate entitlement and to on-board Customer separately.

Included with the ProSupport Dedicated TAM Services

- On-boarding assistance ensuring the customer is fully enabled to receive ProSupport Plus services.
- Support planning covering entitled systems within the environment, anticipating the customers current and future service needs.



- Provide service history and contract reporting at a frequency agreed with the customer, up to a maximum of monthly, on entitled systems. See ProSupport Plus Monthly Reporting for more information on reports.
- Collaboration, on behalf of the customer, across all Dell services and commercial organizations when necessary to solve technical or business issues.
- Escalation management for when issues are not resolved through standard processes. Acting as the Services liaison to coordinate all resources necessary to resolve service issues or systemic problems as required.
- Crisis management. Providing a single point of contact for communication and collaboration between the customer and Dell when critical unplanned IT service interruptions such as a natural disasters, or other unexpected outages occur.
- Service Reviews. Schedule, timeframe and topics to be covered will be determined between the customer and the TAM during on-boarding.

Not Included with ProSupport Plus Dedicated TAM Service

- TAM engagement when a customer does not meet the minimum threshold of 1,000 ProSupport Plus entitled systems, or on products that are not entitled with a ProSupport Plus support contract.
- Technical support, troubleshooting, or diagnostic activities. (provided by ProSupport Plus tech support)
- Quoting or selling of products and services.
- Parts replacement in the event of product defect. ()
- Software or hardware installation and configuration
- Any other services not listed as included in this TAM Services section.

Additional Important Information about ProSupport Plus Dedicated TAM Service

- Availability of the TAM service is during normal business hours. Business hours are defined by the location where the TAM resides and may vary by region and country.
- After hours support may be provided by other resources within the Dell Global Support and Deployment organization at Dell's discretion.
- The location of the TAM will be assigned during on-boarding based on customers preferred service area and staffing availability.
- Language support will be based on the local language of the TAM. Specific languages may be limited by staff availability.

Accidental Damage

NOTE: These Accidental Damage terms and conditions are NOT applicable to customers in Australia, Austria, Belgium, Czech Republic, Denmark, Finland, France, Germany, Greece, Holland, Ireland, Italy, Luxembourg, Norway, Poland, Portugal, South Africa, Slovakia, Spain, Sweden, Switzerland and the United Kingdom. Customers in EMEA can view their separate Accidental Damage Protection or Accidental Damage Theft Protection Cover Conditions terms, which will describe the terms and conditions applicable to the Accidental Damage feature of the Customer's purchase of ProSupport Plus on Dell's commercial service contracts site at www.Dell.com/ServiceContracts/global. Customers in Australia can access their Dell Accidental Damage Protection Insurance Product Disclosure Statement and service description from Dell's commercial contracts site at www.Dell.com/ServiceContracts/global, which will describe the terms and conditions applicable to the Accidental Damage feature of the Customer's purchase of ProSupport Plus. Customers from these countries may also request their terms and conditions from their Dell Sales representative.

During the term of this Agreement and subject to the limitations in this Agreement, we will repair the Supported



Product as necessary to correct any damage to the Supported Product which occurs during the usual and customary usage of the Supported Product and is caused by either accidental damage from handling (including drops and spills) or an electrical surge (the "Accidental Damage Service").

Only parts built in or on the base unit of the Supported Product, including parts or accessories that are required for regular operation of the base unit and shipped at point of sale, such as internal memory, built-in LCD, internal components/switches, built-in buttons, drawers, lids or panels, remote controls, or cables are covered by the Accidental Damage Service.

When the Accidental Damage Service is purchased for a desktop system, both the desktop and the monitor purchased with the desktop will be covered under the service contract. The Accidental Damage Service does not cover externally-attached computers, peripherals, including, but not limited to printers, or other devices that may work in conjunction with the Supported Product, and this Accidental Damage Service does not cover components, cases, television or monitor wall mounts, wiring, or items classified as "accessories" or "consumables" and not built in or on the base unit of the Supported Product, such as batteries that are out of warranty, light bulbs, disposable/replaceable print/ink cartridges, print or photo paper, memory disks, memory cards, SIM cards, disposable memory devices, wire connections, carrying cases, stylus pens, docking stations, external modems, external speakers, game devices, game disks, secondary monitors, external mouse for notebooks, external keyboard for notebooks, or other input/output devices, any other components not internal to the Supported Product for which you purchased Service, or other parts/components requiring regular user maintenance.

If we repair your Supported Product, you understand and agree that we may replace original parts with new or used parts from the original manufacturer, or an equivalent part from a different manufacturer to the extent allowed by applicable local law (and your consent for use of such parts may be requested at the time that you report an Accidental Damage Qualified Incident to Dell). Replacement parts will be functionally equivalent to the original parts. In our discretion, we may designate an affiliated company or contract with a third party to complete repairs on the Supported Product.

If we decide that it is necessary to replace the Supported Product rather than repair it, you will receive a Supported Product equivalent to or better than the Supported Product you originally purchased from us, as determined by us in our sole and reasonable discretion.

For any incident that Dell determines is eligible for Accidental Damage Service under this Agreement (an "Accidental Damage Qualified Incident"), Service coverage is limited to one Accidental Damage Qualified Incident per Supported Product per twelve (12) month period commencing from the start date of the term of Services. The ability to submit an incident does not accumulate or carry over to any subsequent twelve month period, so that during any twelve months during the Term only one Accidental Damage Qualified Incident may be reported by Customer to Dell in order to obtain the Accidental Damage Service. However, each Accidental Damage Qualified Incident will be applied to the 12 month period during which it is reported, even if such incident is resolved during a subsequent period. Once the Accidental Damage Qualified Incident limit is reached, Customer may request repair of the Supported Product for an additional charge.

This is not a contract for insurance. Please read this Agreement carefully, and please note that Dell reserves the right to change or modify any of the terms and conditions set forth in this Agreement at any time. Dell also reserves the right to determine whether and when any such changes apply to both existing and future Customers.

Service Response Level. When you request Service, you must allow Dell to evaluate the Supported Product to determine whether the product qualifies for Service. Dell's technical support agent will inform you of the options available to you to ship your Supported Product to Dell for evaluation and repair. As long as you follow our directions, as specified in the "Cooperate with Technician" section below, Dell will pay all shipping charges for return of the Supported Product to Dell's service facility. In some instances, Dell may make other evaluation and repair methods available to you as part of the Service. This Accidental Damage Service does not cover software. This software exclusion includes but is not limited to: 1) any defects in or damage (including without limitation virus-inflicted damage) to software preloaded on, purchased with or otherwise loaded on the Supported Product and 2) any software loaded through Custom Factory Integration. In addition, this Service does not cover any other items added through Custom Factory Integration. We will exercise reasonable efforts to, but this Agreement does not guarantee that we will, repair or replace non-software Custom Factory Integration items that may otherwise be



excluded components.

Service Limitations. This Agreement does not cover and we are not obligated to repair or replace:

- Any damage to or defect in the Supported Product that is cosmetic. Under this Agreement, we are not obligated to repair wear and tear on the Supported Product and other superficial items, such as scratches and dents that do not materially impair your use of the Supported Product.
- Any Supported Product that anyone other than Dell or a person we designate has tried to repair. We will not provide Service for any product defect that results after repairs to the Supported Product made or attempted by you or any other person not authorized by Dell to repair the Supported Product.
- Any Supported Product that suffers damage in connection with or as a result of incorrect or inadequate Customer Installation. "Customer Installation" shall include any of the following performed by the Customer or any third party on behalf of the customer: (1) unpacking or moving the Supported Product (2) installation or mounting of a Supported Product to a wall or other structure (or removal of the same following installation) and (3) affixing of brackets or other weight bearing devices designed for mounting or attachment to a wall or other structure (or removal of the same). Customer Installation does not include installation services purchased from Dell.
- Any Supported Product that is lost or stolen. To receive repair or replacement of a Supported Product, you must return the damaged Supported Product to us in its entirety.
- Any Supported Product that is damaged by fire from an external source or that is intentionally damaged or damaged by misuse, abuse, failure to follow instructions provided with the Supported Product, or use of the Supported Product in an incorrect environment. If we find evidence of intentional damage, misuse, abuse, failure to follow instructions provided with the Supported Product, or use of the Supported Product in an incorrect environment, we are not obligated to repair or replace the Supported Product.
- Except as specifically provided herein, any other damages that do not arise from defects in materials or workmanship or ordinary and customary usage of the covered Supported Product.

Additional Limitations for Service Purchased After the Purchase of the Supported Product. Where allowed by law, this Service may also be available for purchase after the date that Customer purchased a product. In those instances, the following conditions and limitations apply:

- Requests for service for the supported product cannot be presented until 30 days after the Service's purchase date, as indicated on customer's invoice, information page or other order confirmation; provided however, that the 30-day waiting period will not apply to customers who extend their service period prior to the expiration of the preceding service term
- Customer is responsible for ensuring that the Supported Product is in normal operating condition at the time Services (including the Accidental Damage Service) are purchased. Under no circumstances will Dell be responsible for Service for any damage or defect that existed prior to the Customer's purchase of the Service.
- Dell reserves the right to inspect the Supported Product to confirm that it is in normal operating condition. Dell may, for an additional charge, offer Customer repair options to return the underlying product to normal operating condition.
- If, upon inspection, Dell determines in its sole discretion that the damage or defect for the Supported Product existed before the Service was purchased, then the request for Service will be denied.

Keep Your Hard Drive

Keep Your Hard Drive Service (KYHD) allows Customers to retain possession of their failed hard drives (standard, Solid-State Drive (SSD) and Serial ATA (SATA) Hard Disk Drives (HDDs)) when receiving replacement hard drives pursuant to a Qualified KYHD Replacement. A "Qualified KYHD Replacement" is a repair and/or replacement arising from a defect(s) in workmanship occurring within the hardware warranty period applicable to Customer's Supported Product(s). All Qualified Repairs are provided pursuant to the terms of the Customer's limited hardware warranty or service agreement.



Supported Products: Keep Your Hard Drive Service is available with OptiPlex™, Precision™, Latitude™, (Dimension™), Venue™, Vostro™, XPS™, Alienware™, (Adamo™, Studio™), and Inspiron™ computer systems which are in a standard configuration. KYHD runs concurrently with the hardware limited warranty and is available on systems containing field-replaceable hard drives Dell will only replace a failing hard drive that was purchased from Dell and installed in a Dell system, excluding items purchased through Dell's Software and Peripherals group, either at the time of system purchase or as a Customer kit and which is still under warranty. The KYHD Service will not be available to the Customer until a product is deemed eligible for a Qualified KYHD Replacement by Dell.

Keep Your Hard Drive Support Procedures

Receiving Support: Customers should call Dell technical support in accordance with the "How to Contact Dell" Section above when they experience a problem or suspect a hard drive failure. Customers will receive support in accordance with their applicable service level entitlement under this Agreement. If the technician determines that the hard drive requires a Qualified KYHD Replacement, Dell will ship the replacement hard drive to the Customer pursuant to Customer's service level entitlement under this Agreement. This KYHD Service entitles Customer to retain possession of the failed drive.

In the event a Customer has purchased the Service, and includes or separately sends the hard drive from the Supported Product entitled to this Service to Dell as part of a Qualified KYHD Replacement, Customer agrees that their return of a hard drive entitled to this Service (a "Returned Entitled Drive") constitutes a waiver of their right to receive the Service from Dell. After Dell receives a Returned Entitled Drive, Dell will have no further obligation to the Customer with respect to such Returned Entitled Drive. Dell will not under any circumstance be obligated to return a Returned Entitled Drive to Customer, nor will Dell be required to remove data or take any other action with respect to the Customer's Returned Entitled Drive, nor any data stored on the Returned Entitled Drive. In the event that Dell receives a Returned Entitled Drive, Dell may process the Returned Entitled Drive in accordance with Dell's standard policies as a hard drive returned to Dell pursuant to the terms of the Customer's underlying warranty and service contract applicable to the Customer's Supported Product.

Failure rates on hard drives are constantly monitored and Dell reserves the right to refuse service if Dell reasonably believes that the Customer is overusing the Keep Your Hard Drive Service (such as when Customer's requests for replacement of defective hard drives materially exceeds the standard failure rates for the drive and system involved). If Dell determines (in Dell's sole discretion) a Customer is abusing the Service Dell reserves the right to cancel the Service in accordance with the Cancellation terms below.

Keep Your Hard Drive Contract does not include:

- Repair or replacement. (Any repair or replacement support is provided pursuant to customer's limited hardware warranty or service agreement.)
- Data destruction or data wipe.
- Asset recovery, disposal or recycling.
- Retention of hard drives that are subject to product recall due to health and safety risks.
- Non-standard hard drives requested as part of Dell Custom Factory Integration service.
- Support for failed/retained hard drives. (Support continues solely on the replacement hard drive pursuant to the applicable limited hardware warranty or service agreement.)
- Any activities not expressly stated in this Service Description.

Customer Responsibilities for Keep Your Hard Drive

- **Report Hard Drive failures.** Report each instance of hard drive failure to Dell hardware warranty support in accordance with Customer's applicable service agreement.
- **Provide Part Information.** Upon request, provide Dell the piece part identification information ("PPID") or adequate detail to validate that a contract covered drive failure has occurred.



Collaborative Assistance

If a problem arises with certain third-party products and software commonly utilized in conjunction with Customer's Supported Product, Dell will serve as a single point of contact, as set forth herein, until the problems are isolated and escalated to the third-party product vendor. Specifically, Dell will contact the third-party vendor and create a "problem incident" or "trouble ticket" on behalf of Customer, providing the necessary problem documentation. Once a vendor is engaged, Dell will monitor the problem resolution process and obtain status and resolution plans from the vendor until the vendor resolves the problem by either providing a resolution, steps towards a resolution, workaround, configuration changes, or escalation of a bug report. Upon the Customer's request, Dell will initiate management escalation procedures within Dell and/or the vendor organization.

To be eligible for Collaborative assistance, Customer must have the appropriate active support agreements and entitlement with the respective third-party vendor. Once isolated and reported, the third-party vendor provides technical support and resolution for Customer's problem. **DELL WILL NOT BE RESPONSIBLE FOR THE PERFORMANCE OF OTHER VENDORS' PRODUCTS OR SERVICES.**

View current Collaborative assistance partners [here](#). Please note that supported third-party products may change at any time without notice to Customers.

Comprehensive Software Support

Dell ProSupport includes Dell Comprehensive Software Support for select Dell OEM end-user applications, operating systems, hypervisors and firmware on Supported Products (the "**Covered Software Products**") over the telephone, or by transmission of software and other information through electronic means, or by shipping software and/or other information to Customer. Covered Software Products include pre-installed end-user client applications such as Norton AntiVirus™ software, Microsoft® Office software suite, Intuit® QuickBooks® accounting software, Adobe® Photoshop® software and Adobe Acrobat® software. Please contact a Dell technical support analyst for an up-to-date list of Covered Software Products.

View current Comprehensive Software Support partners [here](#). Please note that supported third-party products may change at any time without notice to Customers.

Limits on Dell Comprehensive Software Support. Dell does not warrant that any particular software-related question will be resolved or that the Covered Software Product will produce any particular result. Situations giving rise to Customer's questions must be reproducible on a single system (*i.e.*, one central processing unit with its workstation and other peripherals). Dell may conclude that a software issue is sufficiently complex or that Customer's Supported Product is of a nature that precludes effective analysis of the question through telephone support. Customer understands and accepts that resolutions of certain issues giving rise to Customer's service request may not be available from the publisher of the relevant software title. Customer accepts that in such situations where no resolution is available from the publisher of the relevant software title, Dell's obligation to provide support to the Customer will be fully satisfied.

Excluded Services

- Performance or administrative assistance.
- Activities such as installation, de-installation, relocation, preventative maintenance, training assistance, remote administration, or any activities or services not expressly described in this Service Description.
- Supply items, media replacement, operating supplies, cosmetic accessories or parts such as batteries, frames, and cover or support thereon.
- Direct third party product support or collaborative assistance of versions not currently supported by the manufacturer, vendor, or partner.
- Support for equipment damaged by misuse, abuse of Supported Product or components (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices or accessories,



improper or insufficient ventilation, or failure to follow operating instructions), modification, unsuitable physical or operating environment, improper maintenance by Customer (or Customer's agent), moving the Supported Product in a manner inconsistent with its design, removal or alteration of equipment or parts identification labels, or failure caused by a product for which Dell is not responsible.

- Spyware/virus removal.
- Data backup services.
- Advanced wireless, networking or remote installation, set-up, optimization and configuration of applications beyond those described in this Service Description.
- Scripting, programming, database design/implementation, web development or recompiled kernels.
- Repair of damage or defects in supported Products which are purely cosmetic and do not affect device functionality.
- Repairs necessitated by software problems, or as a result of alteration, adjustment, or repair by anyone other than Dell, Dell's Authorized Reseller or Service Provider or by customers utilizing Customer Self Replaceable (CSR) parts.



General Customer Responsibilities

Authority to Grant Access. Customer represents and warrants that it has obtained permission for both Customer and Dell to access and use the Supported Products, the data located thereon and all hardware and software components included therein, for the purpose of providing these Services. If Customer does not already have that permission, it is Customer's responsibility to obtain it, at Customer's expense, before Customer asks Dell to perform these Services.

Cooperate with Phone Analyst and On-site Technician. Customer will cooperate with and follow the instructions given by any Dell phone analyst or on-site technicians. Experience shows that most system problems and errors can be corrected over the phone as a result of close cooperation between the user and the analyst or technician.

On-site Obligations. Where Services require on-site performance, Customer will provide (at no cost to Dell) free, safe and sufficient access to Customer's facilities and the Supported Products, including ample working space, electricity, and a local telephone line. A monitor or display, a mouse (or pointing device), and a keyboard must also be provided (at no cost to Dell), if the system does not already include these items.

Maintain Software and Serviced Releases. Customer will maintain software and Supported Products at Dell-specified minimum release levels or configurations as specified on www.support.dell.com for additional Supported Products. Customer must also ensure installation of remedial replacement parts, patches, software updates or subsequent releases as directed by Dell in order to keep the Supported Products eligible for this Service.

Data Backup; Removing Confidential Data. Customer will complete a backup of all existing data, software and programs on all affected systems prior to and during the delivery of this Service. Customer should make regular backup copies of the data stored on all affected systems as a precaution against possible failures, alterations, or loss of data. In addition, Customer is responsible for removing any confidential, proprietary, or personal information and any removable media such as SIM cards, CDs, or PC Cards regardless of whether an on-site technician is also providing assistance. **DELL WILL HAVE NO LIABILITY FOR:**

- **ANY OF YOUR CONFIDENTIAL, PROPRIETARY OR PERSONAL INFORMATION;**
- **LOST OR CORRUPTED DATA, PROGRAMS OR SOFTWARE;**
- **DAMAGED OR LOST REMOVABLE MEDIA;**
- **DATA OR VOICE CHARGES INCURRED AS A RESULT OF FAILING TO REMOVE ALL SIM CARDS OR OTHER REMOVABLE MEDIA INSIDE SUPPORTED PRODUCTS THAT ARE RETURNED TO DELL;**
- **THE LOSS OF USE OF A SYSTEM OR NETWORK;**
- **AND/OR FOR ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE, BY DELL OR A THIRD-PARTY SERVICE PROVIDER.**

Dell will not be responsible for the restoration or reinstallation of any programs or data. When returning a Supported Product or part thereof, Customer will only include the Supported Product or part which has been requested by the phone technician.

Limitation of Liability. DELL'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING ANY SERVICES PROVIDED HEREUNDER) IN ANY 12-MONTH PERIOD SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER DURING THE PRIOR 12 MONTHS OF THIS AGREEMENT FOR THE SERVICE FOR EACH SUPPORTED PRODUCT GIVING RISE TO SUCH CLAIM(S). THESE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT OR OTHERWISE. THE PARTIES AGREE THAT THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR DELL'S SALE OF PRODUCTS, SOFTWARE OR SERVICES TO CUSTOMER, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES. NEITHER DELL NOR ITS AFFILIATES, NOR THEIR RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS ARE LIABLE TO YOU, OR ANY SUBSEQUENT OWNER OR OTHER USER OF THE SUPPORTED PRODUCT, FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LIABILITY OR DAMAGES FOR THE



SUPPORTED PRODUCT NOT BEING AVAILABLE FOR USE, LOSS OR CORRUPTION OF DATA OR SOFTWARE, PERSONAL INJURY, DEATH, OTHER INDIRECT LOSS DUE TO SUPPORTED PRODUCT FAILURE, OR ANY AND ALL INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SUPPORTED PRODUCT, EVEN IF YOU HAVE ADVISED DELL OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY SHALL HAVE LIABILITY FOR THE FOLLOWING: (1) LOSS OF REVENUE, INCOME, PROFIT OR SAVINGS; (2) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF A SYSTEM OR NETWORK OR THE RECOVERY OF SUCH; (3) LOSS OF BUSINESS OPPORTUNITY; (4) BUSINESS INTERRUPTION OR DOWNTIME; OR (5) DELIVERABLES, DELL PRODUCTS OR THIRD-PARTY PRODUCTS NOT BEING AVAILABLE FOR USE. BY ENTERING INTO THIS AGREEMENT, YOU EXPRESSLY WAIVE ANY CLAIMS DESCRIBED IN THIS PARAGRAPH. YOU AGREE AND UNDERSTAND THAT DELL WILL NOT BE RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AGGREGATE DOLLAR AMOUNT PAID BY YOU FOR THE PURCHASE OF THIS SERVICE FOR EACH SUPPORTED PRODUCT COVERED BY THIS AGREEMENT. SOME STATES AND JURISDICTIONS DO NOT ALLOW TOTAL OR PARTIAL EXCLUSION OR LIMITATION OF ANY DAMAGES OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. BUT IN SUCH CASES THIS CLAUSE SHALL BE INTERPRETED AS TO EXONERATE OR LIMIT LIABILITY AS EXTENSIVELY AS PERMITTED BY APPLICABLE LAW.

Third Party Warranties. These Services may require Dell to access hardware or software that is not manufactured by Dell. Some manufacturers' warranties may become void if Dell or anyone else other than the manufacturer works on the hardware or software. Customer will ensure that Dell's performance of Services will not affect such warranties or, if it does, that the effect will be acceptable to Customer. Dell does not take responsibility for third party warranties or for any effect that the Services may have on those warranties.



Dell Services Terms & Conditions

This Service Description is entered between you, the customer (“you” or “Customer”), and the Dell entity identified on your invoice for the purchase of this Service. This Service is provided subject to and governed by Customer’s separate signed master services agreement with Dell that explicitly authorizes the sale of this Service. In the absence of such agreement, depending on Customer’s location, this Service is provided subject to and governed by either Dell’s Commercial Terms of Sale or the agreement referenced in the table below (as applicable, the “Agreement”). Please see the table below which lists the URL applicable to your Customer location where your Agreement can be located. The parties acknowledge having read and agree to be bound by such online terms.

Customer Location	Terms & Conditions Applicable to Your Purchase of Dell Services	
	Customers Purchasing Dell Services Directly From Dell	Customers Purchasing Dell Services Through an Authorized Dell Reseller
United States	www.dell.com/CTS	www.dell.com/CTS
Canada	www.dell.ca/terms (English) www.dell.ca/conditions (French-Canadian)	www.dell.ca/terms (English) www.dell.ca/conditions (French-Canadian)
Latin America & Caribbean Countries	Local www.dell.com country-specific website or www.dell.com/servicesdescriptions/global .*	Local www.dell.com country-specific website or www.dell.com/servicesdescriptions/global .*
Asia-Pacific-Japan	Local www.dell.com country-specific website or www.dell.com/servicesdescriptions/global .*	Service Descriptions and other Dell service documents which you may receive from your seller shall not constitute an agreement between you and Dell but shall serve only to describe the content of Service you are purchasing from your seller, your obligations as a recipient of the Service and the boundaries and limitations of such Service. As a consequence hereof any reference to “Customer” in this Service Description and in any other Dell service document shall in this context be understood as a reference to you whereas any reference to Dell shall only be understood as a reference to Dell as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with Dell with regards to the Service described herein. For the avoidance of doubt any payment terms or other contractual terms which are by their nature solely relevant between a buyer and a seller directly shall not be applicable to you and will be as agreed between you and your seller.
Europe, Middle East, & Africa (EMEA)	Local www.dell.com country-specific website or www.dell.com/servicesdescriptions/global .* In addition, customers located in France, Germany and the UK can select the applicable URL below: France: www.dell.fr/ConditionsGeneralesdeVente Germany: www.dell.de/Geschaeftsbedingungen UK: www.dell.co.uk/terms	Service Descriptions and other Dell service documents which you may receive from your seller shall not constitute an agreement between you and Dell but shall serve only to describe the content of Service you are purchasing from your seller, your obligations as a recipient of the Service and the boundaries and limitations of such Service. As a consequence hereof any reference to “Customer” in this Service Description and in any other Dell service document shall in this context be understood as a reference to you whereas any reference to Dell shall only be understood as a reference to Dell as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with Dell with regards to the Service described herein. For the avoidance of doubt any payment terms or other contractual terms which are by their nature solely relevant between a buyer and a seller directly shall not be applicable to you and will be as agreed between you and your seller.

* Customers may access their local www.dell.com website by simply accessing www.dell.com from a computer connected to the Internet within their locality or by choosing among the options at Dell’s “Choose a Region/Country” website available at <http://www.dell.com/content/public/choosecountry.aspx?c=us&l=en&s=gen>.



Customer further agrees that by renewing, modifying, extending or continuing to utilize the Service beyond the initial term, the Service will be subject to the then-current Service Description available for review at www.dell.com/servicedescriptions/global.

To the extent that any terms of this Service Description conflict with any terms of the Agreement, the terms of this Service Description will prevail, but only to the extent of the specific conflict, and will not be read or deemed to replace any other terms in the Agreement which are not specifically contradicted by this Service Description.

By placing your order for the Services, receiving delivery of the Services, utilizing the Services or associated software or by clicking/checking the "I Agree" button or box or similar on the Dell.com website in connection with your purchase or within a Dell software or Internet interface, you agree to be bound by this Service Description and the agreements incorporated by reference herein. If you are entering this Service Description on behalf of a company or other legal entity, you represent that you have authority to bind such entity to this Service Description, in which case "you" or "Customer" shall refer to such entity. In addition to receiving this Service Description, Customers in certain countries may also be required to execute a signed Order Form.



Additional Terms & Conditions Applicable to Support & Warranty-Related Services

1. Supported Products

This Service is available on Supported Products which includes select Dell OptiPlex™, Latitude™, Venue™, Inspiron™, XPS™, Alienware™, Precision™ and Vostro™ systems which are purchased in a standard configuration. Supported Products are added regularly, so please contact your Dell sales representative for the most up-to-date list of Services that are available on your Dell or non-Dell products.

Each Dell Supported Product is tagged with a serial number (the "**Service Tag**"). A separate service agreement must be purchased by Customer for each Supported Product. For example, a printer purchased with a laptop system is not covered by the laptop system's service contract; the printer and the laptop will each need their own service contract. Please refer to the Service Tag on your Supported Product when contacting Dell for this Service.

2. Support services

B. Limited Hardware Warranty. Support-related services pursuant to a Qualified Incident on Supported Products may include technical support options (telephone, Internet, etc.) and service parts and related labor services to repair or replace defect(s) in workmanship pursuant to and occurring within the limited warranty period applicable to Customer's Supported Product(s). Dell's Limited Hardware Warranty is available for review at www.Dell.com/Warranty or posted outside of the United States at your regional Dell.com website.

C. Hardware Coverage Restrictions. Hardware coverage limitations may apply and service offerings may be available to extend these hardware limitations for an additional fee. Please see www.Dell.com/Warranty for warranty information or contact a Dell technical support analyst for more details.

D. Whole Unit Replacement. If the analyst determines that the component of the defective Supported Product is one that is easily disconnected and reconnected (such as a keyboard or monitor), or if the analyst determines that the Supported Product is one that should be replaced as a whole unit, Dell reserves the right to send Customer a whole replacement unit. If a Dell technician delivers a replacement unit to Customer, Customer must relinquish the defective System or component thereof to the Dell technician, other than a hard drive retained pursuant to the Keep Your Hard Drive service terms for the affected system in which case

Customer may retain the respective hard drive(s). If Customer does not relinquish the defective unit to the Dell technician as required above, or if (in the event the replacement unit was not delivered in person by a Dell technician) the defective unit is not returned within ten (10) days, Customer agrees to pay Dell for the replacement unit upon receipt of invoice. If Customer fails to pay such invoice within ten (10) days after receipt, in addition to any other legal rights and remedies available to Dell, Dell may terminate this Service Description upon notice.

E. Parts Stocked. Dell currently stocks parts in various locations throughout the world. Selected parts may not be stocked in the location closest to a Customer's site. If a part that is needed to repair the Supported Product is not available from a Dell facility near the Customer's location and must be transferred from another facility, it will be shipped using overnight delivery.

F. Service Parts Ownership. All Dell service parts removed from the Supported Product and returned to Dell become the property of Dell. Customer must pay Dell at the current retail price(s) for any service parts removed from the System and retained by Customer (except for hard drives from systems covered by Keep Your Hard Drive service) if Customer has received replacement parts from Dell. Dell uses new and reconditioned parts made by various manufacturers in performing warranty repairs.

3. Term of Service. This Agreement commences on the date you place your order and continues through the Term of Service. The "Term of Service" begins on the purchase date and extends for the term indicated on the Order Form (defined below). The number of systems, licenses, installations, deployments, managed end points or end-users for which Customer has purchased any one or more Services, the rate or price, and the applicable Term of Service for each is indicated on Customer's order form or other mutually-agreed upon form of invoice, order acknowledgment or purchase order (collectively, "Order Form"). Unless otherwise agreed in writing between Dell and Customer, purchases of Services under this Agreement shall be solely for Customer's own internal use and not for resale or service bureau purposes.

4. Important Additional Information

A. Rescheduling. Once this service has been scheduled, any changes to the schedule must



occur at least 8 calendar days prior to the schedule date. If Customer reschedules this service within 7 days or less prior to the schedule date, there will be a rescheduling fee not to exceed 25% of the Customer price for the services. Customer agrees that any rescheduling of the service will be confirmed at least 8 days prior to commencement of the service.

B. Commercially Reasonable Limits to Scope of service. Dell may refuse to provide Services if, in its opinion, providing the Services creates an unreasonable risk to Dell or Dell's Service providers or is beyond the scope of Services. Dell is not liable for any failure or delay in performance due to any cause beyond its control. Service extends only to uses for which the Supported Product was designed.

C. Optional Services. Optional services (including point-of-need support, installation, consulting, managed, and professional, support or training services) may be available for purchase from Dell and will vary by Customer location. Optional services may require a separate agreement with Dell. In the absence of such agreement, optional services are provided pursuant to this Agreement.

D. Assignment. Dell may assign this Service and/or Service Description to qualified third party service providers.

E. Cancellation. Dell may cancel this Service at any time during the Service term for any of the following reasons:

- Customer fails to pay the total price for this Service in accordance with the invoice terms;
- Customer is abusive, threatening, or refuses to cooperate with the assisting analyst or on-site technician; or
- Customer fails to abide by all of the terms and conditions set forth in this Service Description.

If Dell cancels this Service, Dell will send Customer written notice of cancellation at the address indicated on Customer's invoice. The notice will include the reason for cancellation and the effective date of cancellation, which will be not less than ten (10) days from the date Dell sends notice of cancellation to Customer, unless state law requires other cancellation provisions that may not be varied by agreement. If Dell cancels this service pursuant to this paragraph, Customer shall not be entitled to any refund of fees paid or due to Dell.

F. Geographic Limitations and Relocation. This Service will be delivered to the site(s) indicated on the Customer's invoice. This Service is not available at all locations. Service options, including service levels, technical support hours, and on-site response times will vary by geography and certain options may not be available for purchase in Customer's location. Dell's obligation to supply the Services to relocated Supported Products is subject to local service availability and may be subject to additional fees, and to inspection and recertification of the relocated Supported Products at Dell's then current time and materials consulting rates. Customer will provide Dell with sufficient and safe access to Customer's facilities at no cost to Dell for Dell to fulfill Dell's obligations. For EMEA customers, unless stated otherwise in this service description, on-site service is available up to a distance of 150km from nearest PUDO [contact your sales representative for more information].

G. Transfer of Service. Subject to the limitations set forth in this Service Description, Customer may transfer this Service to a third party who purchases Customer's entire Supported Product before the expiration of the then-current service term, provided Customer is the original purchaser of the Supported Product and this Service, or Customer purchased the Supported Product and this Service from its original owner (or a previous transferee) and complied with all the transfer procedures available at www.support.dell.com. A transfer fee may apply. Please note that if Customer or Customer's transferee moves the Supported Product to a geographic location in which this Service is not available (or is not available at the same price) as Customer paid for this Service, Customer may not have coverage or may incur an additional charge to maintain the same categories of support coverage at the new location. If Customer chooses not to pay such additional charges, Customer's Service may be automatically changed to categories of support which are available at such price or a lesser price in such new location with no refund available



For more information about any of our service offerings, please contact your Dell representative or visit www.dell.com/services. Availability varies by country. To learn more, customers and Dell Channel Partners should contact your sales representative for more information.

© 2014 Dell Inc. All rights reserved. Trademarks and trade names may be used in this document to refer to either the entities claiming the marks and names or their products. Dell's terms and conditions of sale apply and are available at www.Dell.com. A printed hard copy of Dell's terms and conditions of sale is also available upon request.

Exhibit A

Country-Specific and State-Specific Terms and Conditions

Country-Specific Provisions on Governing Law and Jurisdiction for APJ Customers. The governing law and which courts can adjudicate any dispute arising out of or in connection with this Agreement depends on where Customer is domiciled. Each party agrees to the applicable governing law below, without regard to choice or conflicts of law rules or the United Nations Convention on the International Sale of Goods, and to the exclusive jurisdiction of the applicable courts below.

If Customer is domiciled in:	The governing law is:	The courts having jurisdiction are:
China	Laws of People's Republic of China	Exclusive jurisdiction of the People's Court in Xiamen
Hong Kong	Laws of Hong Kong	Non-exclusive jurisdiction of the courts of Hong Kong
Taiwan	Laws of Taiwan	Non-exclusive jurisdiction of the Taipei District Court in the ROC
Korea	Laws of Korea	Non-exclusive jurisdiction of the Seoul Central Regional Court
Malaysia	Laws of Malaysia	Non-exclusive jurisdiction of the courts of Malaysia
Singapore	Laws of Singapore	Non-exclusive jurisdiction of the courts of Singapore
Thailand	Laws of Thailand	Non-exclusive jurisdiction of the courts of Thailand
India	Laws of India	exclusive jurisdiction of the courts in Bangalore
Japan	Laws of Japan	Exclusive jurisdiction of the Tokyo District Court of Japan
Any other country in the Asia Pacific & Japan region except Australia, and Japan	Laws of Singapore	Non-exclusive jurisdiction of the courts of Singapore

State-Specific Provisions Applicable to Certain Customers in the U.S. The terms stated in this paragraph are specific to warranties and services purchased for a separate charge in certain states. If you are not a permanent resident of the state identified in each paragraph below at the time you purchase the service for a separate charge, then you are not eligible for these rights and/or remedies. We are not obligated to provide the service under these terms except in the states specified below.

- **Hawaii Customers.** If you cancel this Agreement pursuant to the procedures for cancellation set forth in this Agreement and we fail to refund the purchase price of this Agreement to you within forty-five (45) days after your cancellation, we are obligated to pay you a penalty of 10% per month of the amount of the refund due and owing to you. Your right to cancel this Agreement only applies to the original owner of the Agreement and may not be transferred to subsequent owners of the Agreement. The obligations of Dell under this Agreement are backed by the full faith and credit of Dell.
- **New York Customers.** If you cancel this Agreement pursuant to the procedures for cancellation set forth in this Agreement and we fail to refund the purchase price of this Agreement to you within thirty (30) days after your cancellation, we are obligated to pay you a 10% penalty per month of the amount of the refund due and owing to you. The obligations of Dell under this Agreement are backed by the full faith and credit of Dell. In addition to the services specified under this Agreement, Dell will provide repair and replacement services as to defects in materials or workmanship, or wear and tear, to the extent provided in Dell's Limited Hardware Warranty (see www.Dell.com/Warranty), including any warranty extensions, the provisions of which Limited Hardware Warranty are incorporated by reference herein. Dell's Limited Hardware Warranty may be included with the purchase and in the price of the covered hardware. Such incorporation by reference shall not enlarge or diminish your rights or Dell's obligations under the Limited Hardware Warranty, provided, however, the duration of this Agreement shall not extend beyond the duration of the Limited Hardware Warranty (including any warranty extensions). In the event of a conflict between the provisions of this Agreement and the Limited Hardware Warranty, the provisions of this Agreement shall control.
- **Montana Customers.** Obligations of the provider under this service contract are backed by the full faith and credit of the provider.
- **Oregon Customers.** The obligations of Dell Marketing L.P. under this Agreement are backed by the full

faith and credit of Dell Inc. The contact information for both Dell Marketing L.P. and Dell Inc. is One Dell Way, Round Rock, TX 78682, Attn: Service and Support Department, (800) 624-9897.

- **Utah Customers.** Obligations of Dell under this service contract are guaranteed under a service contract reimbursement insurance policy. Should Dell fail to pay or provide service on any claim within 60 days after proof of loss has been filed, Customer is entitled to make a claim directly against the Insurance Company. Coverage afforded under this Agreement is not guaranteed by the Property and Casualty Guaranty Association. This service contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Section 5.E. is amended as follows: Dell can cancel the Agreement during the first sixty (60) days of the initial annual term by mailing to Customer a notice of cancellation at least thirty (30) days prior to the effective date of cancellation except that Dell can also cancel the Agreement during such time period for nonpayment of premium by mailing Customer a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days have elapsed, Dell may cancel the Agreement by mailing a cancellation notice to Customer at least ten (10) days prior to the cancellation date for cancellations due to nonpayment of premium, and thirty (30) days prior to cancellation date for any of the following reasons: (a) material misrepresentation, (b) substantial change in the risk assumed, unless Dell should reasonably have foreseen the change or contemplated the risk when entering into the Agreement, (c) substantial breaches of contractual duties, conditions, or warranties. The notice of cancellation must be in writing to Customer at Customer's last known address and contain all of the following: (1) the order number for Customer's purchase of this Agreement, (2) the date of notice, (3) the effective date of the cancellation and, (4) a detailed explanation of the reason for cancellation.
- **Wisconsin Customers.** **This warranty is subject to limited regulation by the Office of the Commissioner of Insurance.** Dell Inc. shall be considered the obligor on the service obligations hereunder.

Exhibit B

Severity Levels

Severity levels will be assigned to Qualified Incidents according to the table(s) below.

Severity	Condition	Dell Response	Customer Role
2	High impact, but imminent workaround or resolution available; twenty-four (24) hours/day by seven (7) days/week Customer resource allocation not available to aid Dell in its response.	Immediate phone troubleshooting; Escalation Manager intervention if remote diagnosis has not been determined within ninety (90) minutes of contact. Parts/labor dispatch <i>after</i> telephone troubleshooting and diagnosis.	Provide appropriate staff and resources to sustain continuous communication and work efforts. Site-based senior management informed and engaged.
3	Minimal business impact.	Troubleshooting by telephone, parts/labor dispatched telephone troubleshooting and diagnosis.	Provide point-of-contact information for case and respond to Dell requests within twenty-four (24) hours.

On-site Service Options

On-site response options vary depending on the type of service purchased and whether optional "Mission Critical" enhanced service was purchased with Dell ProSupport. If you purchased ProSupport with an on-site support service response level, your invoice indicates the applicable on-site service response level, which corresponds to the tables below. Provided all applicable terms and conditions set forth in this Service Description have been fulfilled, Dell will dispatch a service technician to the Customer's business location for a Qualified Incident as necessary and pursuant to the Severity level and applicable on-site response table below. If Customer or Customer's authorized representative is not at the location when the service technician arrives, the service technician cannot service the Supported Product. The technician will leave a card to let Customer know he or she was there or attempt to contact Customer by telephone or email. Customer may be charged an additional charge for a follow-up service call.

Dell ProSupport Plus On-site Response

Type of On-site Response	On-site Response Time ⁴	Restrictions/Special Terms
Next Business Day On-site Response	Following telephone-based troubleshooting and diagnosis, a technician can usually be dispatched to arrive on-site the next business day.	<ul style="list-style-type: none"> Available 5 days each week, 10 hours each day - <i>excluding</i> holidays. Calls need to be received before latest local ship time⁵, you will be advised of this during your call or contact your dell representative for country specific details Available only on select models of Supported Products.
Outside Continental United States ("OCONUS") Customers	Following telephone-based troubleshooting, parts can be dispatched. On-site arrival times will depend on OCONUS Customer location and part-availability.	<ul style="list-style-type: none"> Limited to Dell-approved (US only) OCONUS Customers. Availability limited to select systems and locations. See http://content.dell.com/us/en/fedgov/fed-solutions-oconus.aspx?~ck=bt for details. Federal Customers should consult OCONUS Service Locations in Customer's applicable separately-signed services agreement with Dell.

For All Other On-site Response Service Options:

Following completion of remote troubleshooting, diagnosis, and problem determination, a Dell analyst will determine if the Qualified Incident requires an on-site service technician and/or parts to be dispatched or if the issue can be resolved remotely.

Exhibit C

Non Field Serviceable Units

Rapid Return for Repair Service after Telephone–Based Troubleshooting. If, after remote diagnosis and troubleshooting, Dell determines that Customer’s Supported Product requires Mail-In Service as described in the table below, Customer must immediately package the Supported Product and either mail or schedule carrier pickup on the same day, or the next available day to maintain Customer’s entitlement, and any delay by Customer in packaging and returning or arranging for return of the Supported Product will result in delayed response times.

Upon repair or replacement of the Supported Product, Dell will deliver the Supported Product to the carrier for return shipping to Customer. If non-Dell options added to Customer’s Supported Product are found to be the cause of the reported problem, a service charge may be applied and repair and return times may be delayed. Dell reserves the right to send Customer a whole replacement for the Supported Product or a replacement for portions of the Supported Product rather than repairing and returning the Supported Product that Customer sent for repair. Customer is obligated to pay at the then-current standard Dell price for any service parts removed from Customer’s Supported Product and not properly returned to Dell by Customer. Failure to timely pay for service parts not properly returned to Dell by Customer may result in suspension of Customer’s service under this Agreement in accordance with Section 2.D of the Additional Terms and Conditions Applicable to Support & Warranty-Related Services above. In the event that customer’s Supported Product is located in an area not currently serviced by a major common carrier or with limited service by one or more major common carriers, Dell’s normal repair service will be delayed. Return for Repair Service is not available in all countries and locations. Contact your sales representative for more information.

Other Non-Field Serviceable Response Options:

Service Response Level	Additional Options (if applicable)	Details
Return for Repair Service Options	Mail-in Service (MIS)	Mail-in Service is initiated by calling Dell technical support as outlined above. During diagnosis, the Dell Technician will determine if the issue requires that the Supported Product be sent to a Dell-designated repair center to support a Qualified Incident. Typical cycle time, including shipping to and from the repair center, is 10 business days from the date Customer ships the Support Product to Dell.
	Carry-In Service (CIS)	Carry-In Service is a “drop-off” service initiated by calling Dell technical support as outlined above. During the telephone-based troubleshooting process, the Dell Technician will diagnose whether a hardware fault is the issue: If so, then the Customer will be asked to deliver the Supported Product to a Dell-designated repair center or shipping location (at the Customer’s cost). Standard service hours are local business hours, available 5 days per week, excluding local national holidays. Repairs of Qualified Incidents will be performed in accordance with the response time identified on Customer’s Order Form. Once the Supported Product has been repaired, Dell will contact Customer to make arrangements to retrieve it. Repair service level agreements may vary by country and city.
	Partner Led Carry-In Service (CIS) ⁴ (available in certain emerging markets in Europe, the Middle East and Africa)	Carry-In Service is a “drop-off” service initiated by either calling or bringing the Supported Product to a Dell-designated repair centre or shipping location (at the Customer’s cost). Standard service hours are local business hours, available 5 days per week, excluding local national holidays. Repairs of Qualified Incidents will be performed in accordance with the response time identified on Customer’s Order Form. Once the Supported Product has been repaired, The Dell Authorized Service Provider will contact Customer to make arrangements to retrieve it. Repair service level agreements may vary by country and city.

⁴ Partner Led Carry-In Service (CIS) is performed by Dell Authorized Service Providers.

Service Response Level	Additional Options (if applicable)	Details
Return for Repair Service Options	Collect and Return Service	Collect and Return Service is initiated by calling Dell technical support as outlined above. If a Qualified Incident in the Supported Product is diagnosed and cannot be resolved through telephone-based troubleshooting with the Dell Technician, a Dell representative will collect your Supported Product and take it to a Dell-designated repair center. This service method includes labor and the repair or replacement of parts in the main system unit, including monitor, keyboard, and mouse, if not ordered separately.
	Partner Led Collect and Return Service (CAR) ⁵ (available in certain emerging markets in Europe, the Middle East and Africa)	Collect and Return Service is initiated by calling your Dell Authorized Service Provider. If a Qualified Incident in the Supported Product is diagnosed and cannot be resolved through telephone-based troubleshooting, your Dell Authorized Service Provider will collect your Supported Product and take it to a Dell-designated repair center. Standard service hours are local business hours, available 5 days per week, excluding local national holidays. Repairs of Qualified Incidents will be performed in accordance with the response time identified on Customer's Order Form. Once the Supported Product has been repaired, The Dell Authorized Service Provider will contact Customer to make arrangements to return it. This service method includes labor and the repair or replacement of parts in the main system unit, including monitor, keyboard, and mouse, if not ordered separately. Repair service level agreements may vary by country and city.
	Terms and conditions applicable to all Non-Field Serviceable Response Options.	<p>Repairs of Qualified Incidents will be performed in accordance to the response time identified on Customer's Order Form. Once the Supported Product has been repaired, it will be returned to the Customer.</p> <p>Shipping Procedures: During diagnosis, the Dell Technician will provide instructions on how to return the product to the Dell-designated repair center. The Supported Product must be shipped to the address provided by the Dell Technician and prominently labeled with the "Return Authorization Number". The Return Authorization Number will be provided by the Dell Technician. To expedite repair or replacement, enclose a brief description of the issue in writing. Package the product being returned in its original packaging. If the original packaging is not available, the Dell Technician may assist by providing packaging; however a fee may apply for this service.</p> <p>Shipping Precautions: Customer should not send manuals, confidential, proprietary or personal information, or removable media such as floppy disks, DVDs, PC Cards, etc. Dell is not responsible for lost or corrupted data, damaged or lost media, or Customer's confidential, proprietary or personal information.</p>

⁵ Partner Led Collect and Return Service (CAR) is performed by Dell Authorized Service Providers.

Service Response Level	Additional Options (if applicable)	Details
Parts-Only Service	N/A	For Customers with Parts-Only Service, Dell will enable Customer to request replacement parts to support a Qualified Incident(s). Dell may provide whole unit exchanges rather than the exchange of individual parts, in which case Dell includes a prepaid shipping container with each replacement part for Customer to use to return the original defective part to Dell. Parts-Only Service includes limited telephone support to qualify the failing component – the telephone support does not include telephone-based trouble-shooting or other types of remote assistance.
Advanced Exchange Service	N/A	For Customers with Advanced Exchange Service, Dell may ship a replacement product to the Customer's business location to support a Qualified Incident. The replacement product will be shipped via ground shipping. In some instances, at Dell's discretion, an on-site service technician may also be dispatched to replace/ install the replacement product. Upon receipt of the replacement product, Customer must return the defective Supported Product to Dell by taking the defective Supported System to the designated return carrier location within 3 business days. If Dell determines that Customer's Supported Product cannot be returned at a carrier location and Customer must return the Supported Product via a mail-in return method, then Customer shall use the packaging, shipping instructions, and a pre-paid shipping waybill will ordinarily be dispatched to Customer's site with the replacement product. Upon receipt of the replacement product, Customer will immediately package the Supported Product and either mail or schedule carrier pickup on the same day, or the next available day. Should the Customer fail to return the defective item, a fee may be charged.



ZEBRA *OneCare* ESSENTIAL Support Services for Printer Products

Service Description Document for Depot Service

V1.0 July 8, 2015

Introduction

This document describes the Services provided by Zebra Technologies (“Zebra”) under **Zebra *OneCare* Essential** Service Contracts. This document also describes Customer responsibilities under these Service Contracts, Limitations and Restrictions.

Under these Service Contracts, Zebra provides help desk, repair, logistics and other technical services as specified in this document. These services are carried out within Zebra operated or supervised service centers that employ the same test processes and fixtures used in the manufacture of the Products. These Service Contracts are available using part numbers following the SKU nomenclature: **Z1xE-** or **Z1xF-**.

Zebra supplies this Service Description Document as part of the Support Services Contract Welcome Pack, which includes:-

- Welcome Letter
- Order Acknowledgement and Service Confirmation, including Service Contract Number
- Customer Support Instructions

1. Description of Help Desk Services

1.1. **Help Desk Support:** Contact details for Customers to call, email or go online for technical support (“**Help Desk**”) can be found inside the Customer Support Instructions. Zebra will provide Help Desk support during the following business hours (excluding Zebra-observed holidays):

1.1.1. North America (NA) and Latin America (LA): Monday–Friday 7 a.m. to 6 p.m. (CST)

1.1.2. Europe, the Middle East and Africa (EMEA):

Country Supported	Days of Week	Local Hours of Support
France, Italy, Spain	Mon - Thur	08:30 -12:30 & 13:30 – 17:30
France, Italy, Spain	Fri	08:30 -12:30 & 13:30 – 16:30
Turkey	Mon – Fri	08:30 -17:30
United Arab Emirates & Kingdom of Saudi Arabia	Sun - Thur	08:00 – 18:00
Poland, Czech Rep, Hungary & Slovakia	Mon – Fri	09:00 – 17:00
South Africa	Mon – Fri	08:00 – 17:00
UK, Ireland & Sweden	Mon – Fri	08:00 – 17:30
Germany	Mon – Fri	09:00 – 17:00
Russian Federation	Mon – Fri	09:00 – 19:00
Belgium, Netherlands & Luxembourg	Mon – Fri	09:00 – 17:00

1.1.3. Asia Pacific (APAC): Monday–Friday 9 a.m. to 6 p.m. (Singapore SGT)

Zebra’s target Level 1 Response Time is four (4) hours from call receipt. Telephone calls may be recorded for quality and training purposes, where permitted under local law. Note: Where Zebra provides existing or



alternative Help Desk support to Customer for specific Products, the terms of that existing or alternative support will continue to apply to those Products.

- 1.2. **Escalation:** When a technical inquiry cannot be resolved in Level 1, Zebra will follow its established escalation procedures to enlist higher levels of expertise — including Zebra and third-party engineering development teams.
- 1.3. **Problem Isolation, Analysis and Resolution.** A Help Desk representative will:
 - 1.3.1. Help with filling out a case report;
 - 1.3.2. Assess the nature of the problem;
 - 1.3.3. Assist with/perform problem determination;
 - 1.3.4. Work to achieve problem resolution;
 - 1.3.5. Should no resolution be found, Zebra Help Desk may advise on creation of an RMA to initiate a repair (Section 2).
- 1.4. **Software Support Coverage:** Zebra provides Help Desk support for Software, excluding custom software applications, modifications and Customer configurations.
- 1.5. **Access to Latest Software.** Help Desk may require Customer to download latest Software as made available under the terms specified in item 5.13. Software is delivered in machine-readable format with appropriate documentation and should be used under the relevant End User License Agreement (EULA).

2. Description of Repair Services

- 2.1. **Request for Return Material Authorization (RMA):** An RMA is required to authorize Customer to return a malfunctioning Product to the Zebra service center for repair. Customer requests an RMA using the contact details found inside the Customer Support Instructions or at the RMA Web Page at <https://www.zebra.com/us/en/support-downloads/request-repair.html> where available. Zebra will either return or dispose of Products received without a valid RMA form.
- 2.2. **Repair and Turnaround Time:** For Service Contracts using nomenclature Z1xE, Zebra uses reasonable endeavors to repair any Product within three (3) Support Days (“Turnaround Time”) in the United States, Canada and Mexico or, within five (5) Support Days in all other countries from the Product’s receipt at the service center. For Service Contracts using nomenclature Z1xF, Zebra uses reasonable endeavors to repair any Product by next Support Day from the Product’s receipt at the service center. The service shall be provided using all reasonable skill and care. As Product issues may vary in severity, Turnaround Times are an objective and are not a guarantee. Repair services are performed and Turnaround Time is measured during Support Days. Zebra reserves the right to replace the Product with the same model and configuration, but not the identical serial number as originally submitted for repair.
- 2.3. **Comprehensive Coverage under Zebra OneCare Essential Service Contracts:** Under **Zebra OneCare Essential** with Comprehensive Coverage (Service Contracts ending in -yCx) Zebra will repair, restore or replace Products which are affected by functional failure, wear and tear during normal use or accidental damage for Products covered. Specific examples of items included under Comprehensive Coverage include restoring, repairing or replacing items affected by accidental damage:
 - 2.3.1. Cracked or broken housings, plastics, displays, keypads;
 - 2.3.2. missing hand straps, platens, battery doors, belt clips as applicable
 - 2.3.3. Failed or damaged printheads.
- 2.4. Customer must return the equipment to Zebra or its appointed repair partner in order to receive Comprehensive Coverage. Comprehensive Coverage does not include advance shipment of printheads or parts.

Note: Batteries are not included under Comprehensive Coverage unless a Battery Option is purchased. See items 4.2 and 4.3.
- 2.5. **Coverage under Essential Non-Comprehensive Service Contracts:** Where customer has selected non-comprehensive service, Zebra will repair, restore or replace a Product which is affected by functional failure, and wear and tear during normal use. Repairs to Products affected by accidental damage are not included. All repairs due to printhead failure or damage are excluded.
- 2.6. **Return of Devices to default factory condition:** Repaired Products will be delivered in their factory default condition. If the Commissioning option is selected, Zebra will return Products configured to the Customer’s specification (See items 4.1 and 5.5).



2.7. **Transportation.** Zebra will provide ground shipment on all outbound repairs to specified Customer delivery location and will bear all costs and risks associated with this transportation. Where available, Customer may upgrade their service with an overnight return shipment option (See item 4.4).

3. Description of Other Services included in the Essential Service Contract

- 3.1. **Web Support:** The Support Web Pages, at <https://www.zebra.com/us/en/support-downloads.html>, provides a series of regularly published information related to current errors and workarounds. This site provides information about future Software Updates (as defined in item 5.10 and following) and related Products, as well as access to Software documentation, specifications, technical literature and more. Zebra reserves the right to modify or discontinue the Support Web Pages at any time.
- 3.2. **User Assessment:** Customer may complete a series of multiple choice web-based surveys at the Support web pages. These surveys are customized per Product family, to test knowledge and understanding of Zebra's Products, technology and solutions. Upon completion of the online questionnaire, Zebra will provide a report with an identification of any potential knowledge gaps and recommendations on learning solutions to drive user adoption and productivity.

4. Service Options

In addition to the Services described in Sections 1-3, the **Zebra OneCare Essential** Service Contracts include the following optional services. These optional services are not applicable to all Zebra Products. Options cannot be purchased without a concurrent **Zebra OneCare Essential** Service Contract. Customer may choose to add one or more optional services when placing an order. Zebra's order acknowledgement will indicate which services are included in the Contract.

4.1. **Commissioning Service (available in NA, MX):** When chosen, Zebra provides Application Loading and Configuration Management as follows:

4.1.1. Under Application Loading, Zebra archives and reloads Customer-developed applications onto Products at the time of repair.

4.1.2. Under Configuration Management, Zebra loads site-specific information, such as IP addresses, onto Products at the time of repair.

Note: Commissioning Service requires a minimum of 20 Products of a single Product Configuration within Contract. When a third party (non-Zebra) software license is required to complete the repair process and the license must be acquired from the third party, the repair Turnaround Time goals (see item 2.2) will be subject to change.

Add-on Part Numbers following SKU nomenclature: OPT-COMMISHXX-Y

4.2. **Battery Maintenance Option (available in NA, MX, BZ):** When chosen, extends Comprehensive Coverage (see item 2.3) to Customer's Zebra batteries. Customer returns Product with batteries or batteries alone under RMA, following the standard process (item 5.2). Zebra will test all batteries and supply standard life replacements for those batteries that cannot reach a minimum 80% charge or State of Health (SOH) while being tested. Extended life batteries are excluded from this coverage.

4.2.1.1. Provides for an unlimited quantity of new batteries. Zebra will replenish the spare pool, as needed, for the length of the Contract.

4.2.2. Should Customer request battery replacements that at its sole discretion Zebra deems excessive, Zebra may audit Customer's battery management processes. Where applicable, Zebra will help Customer implement recommended battery management processes. If the Customer's usage is still deemed to be excessive, Zebra reserves the right to invoice for any support charges necessary, suspend support or take other action as it deems appropriate.

4.2.3. **Defective Batteries:** Zebra identifies batteries that do not achieve 80% of their rated capacity as Defective, and disposes of such batteries following Zebra's environmental policies.

Part number format: SKU nomenclature ending in -yCM.

4.3. **Battery Refresh Option (available in NA, MX):** When chosen, provides for a single consolidated shipment of replacement Standard Life batteries, to be made to a single Customer-designated location. Extended life batteries are excluded from this coverage.

4.3.1. Customer is entitled to receive, per Product under Contract:

4.3.1.1. One new battery in month eighteen (18) of a 3 year Contract



- 4.3.1.2. One new battery in month eighteen (18) and a second new battery in month thirty six (36) of a five (5) year Contract
- 4.3.1.3. One new battery within sixteen (16) weeks of the Contract start date of a two (2) year **Zebra OneCare Essential** Service Contract renewal. **Note:** Due to manufacturing lead times there may be occurrences when the shipments of batteries will take longer than the specified sixteen (16) weeks.
- 4.3.2. In the event Customer requires replacement batteries prior to the above timeline, Zebra will require up to 16 weeks advanced notice to deliver on time. Please note that lead times may vary and, while Zebra will endeavor to meet the earlier shipment dates requested, the actual delivery date(s) will be confirmed by Zebra once an early delivery instruction is received from the Customer.
Part Number format: SKU nomenclature ending in -yRMM
- 4.4. **Express Shipping (North America only):** When chosen, Zebra will ship repaired Product(s) via next-business-day delivery to the Customer-designated location. All transportation costs and associated risks for returning the Product(s) to the Customer will be covered by Zebra.
Part Number Formats: OPT-EXSHIPxx-y

5. Customer Responsibilities

- 5.1. **Service Contract Booking Process:** Zebra requires the following information to complete the booking process of the Service Contract and / or to deliver Services.
 - 5.1.1. Complete list, in electronic format, of serial numbers of all Products to be covered under the Service Contract;
 - 5.1.2. Zebra OneCare Part number
 - 5.1.3. Quantity
 - 5.1.4. Name and email address of contact for Contract renewal notifications;
 - 5.1.5. Name and email address of end customer;
 - 5.1.6. When chosen, Commissioning details (item 5.5).
- 5.2. **Repair ('RMA') Request.** Prior to returning Products for repair, Customer must request a Return Material Authorization ('RMA') number by contacting the assigned Help Desk or by visiting the RMA Webform in the Customer Support Instructions or at <https://www.zebra.com/us/en/support-downloads/request-repair.html> where available. Zebra will either return or dispose of Products received without a valid RMA form.
- 5.3. **Packaging.** Customer must package all items to normal commercial standards. Customer must also ensure the RMA number is clearly visible on the outside of the package. Customer may be liable for repair costs if Product is damaged during transit due to poor packaging.
- 5.4. **Transportation.** If Products are shipped via Customer-designated carrier and method, Customer bears all costs and risks associated with this transportation.
- 5.5. **Commissioning Service (available in NA, MX only):** When the Commissioning option is chosen:
 - 5.5.1. **Application Loading:** at a minimum of ten (10) business days prior to first implementation, Customer provides Zebra software applications and all necessary components to load and configure the Product, and installation instructions. Customer provides updates and/or revisions as they are made available during the term of this Service.
 - 5.5.2. **Configuration Management:** Customer provides all site-specific information, including IP addresses, software configurations and port key licenses, at a minimum of ten (10) business days prior to first implementation. Customer provides updates and/or revisions as they are made available during the term of this Service.
- 5.6. **RMA request process for use under Battery Maintenance Option:** When Battery Maintenance Option is chosen, Customer may, under RMA, send malfunctioning batteries to the Zebra service center without Product. In these cases, Customer requests an RMA and provides the printer serial numbers associated with the batteries which are being returned.
- 5.7. **Wide Area Network (WAN) Activation: Where applicable,** Customer is responsible for activating WAN-enabled devices with its WAN provider.
- 5.8. **Error Reporting:** Customer promptly reports in detail all detected errors to Zebra Help Desk. Customer cooperates with Zebra Help Desk to recreate and diagnose each error.
- 5.9. **Remote Access:** If required for complete diagnosis or remedy, Customer will allow for remote system access.



- 5.10. **Installation of Latest Software.** Customer downloads and deploys latest releases of applicable Software from the Support Web Pages in a timely and effective manner for all Customer Products.
- 5.11. **Supervision of Software.** Customer supervises, distributes and manages the use of the Software on Customer's Products. Customer must implement procedures for protecting its personal and corporate information and backup facilities from unauthorized access.
- 5.12. **Compliance with Terms of Contract.** Customer agrees to download, copy or deploy only those Software Releases for which it has received explicit approval from Zebra. This entitlement is granted only for the specific serial numbers of the Products covered by Contract, and does not include rights to provide copies, transfer or otherwise distribute any release of the Software to any other product or any third party. If Customer is found in noncompliance with this condition, Zebra reserves the right to invoice for any support charges necessary to obtain compliance, discontinue support or take other action as it deems appropriate. Zebra reserves the right to audit Customer records using an independent third-party auditor to verify compliance.
- 5.13. **Compliance with License Terms.** Customer is responsible for complying and or ensuring that the End User Customer complies (as the case may be) with the terms of all relevant End User License Agreements pertaining to the Software. Zebra reserves the right to suspend Service or take further action if the Customer or End User Customer is found in violation of such End User License Agreements.

6. Limitations and Restrictions

- 6.1. Not all features or options available under **Zebra OneCare Essential** are applicable to all Products in all Regions
- 6.2. The Service does not cover cosmetic imperfections that do not affect the functionality of the Product. Once a Product has been declared End of Life (EOL) by Zebra, there may be an impact to the Service. Zebra will make reasonable efforts to reduce its impact and keep Customer informed.
- 6.3. Accessory items such as chargers, battery eliminators, straps, and soft cases are not covered under service contracts.
- 6.4. Zebra is not obligated to provide support for any Product:
 - 6.4.1. That has been repaired, tampered with, altered or modified, except by Zebra's authorized service personnel (including the unauthorized installation of any software).
 - 6.4.2. That has been subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable Product specification.
 - 6.4.3. That fails to be updated to the latest Software version made available.
 - 6.4.4. If Customer fails to comply with the obligations contained in the Agreement and/or the applicable End User License Agreement.
 - 6.4.5. The use of non-Genuine supplies (media and/or ribbons), print heads, or batteries. Although Customer is not required to use Zebra brand supplies (media and/or ribbons), if the use of non-Zebra supplies (media and/or ribbons) shall have caused any defect in the printer for which a claim is made, any claim for service under this Agreement shall be null and void. In the event of the occurrence of any of the exclusions listed above, Zebra shall notify Customer that the claim for service is not covered by this Agreement and Customer, may opt to direct Zebra to repair such defect at Zebra's then current charges for Fixed Price Repair or return the equipment to Customer at Customer's cost.
- 6.5. Only Products in working condition are eligible to be added to a Service Contract. Zebra will accept Products under a Service Contract if it is less than one year old or if coming off an existing Service Contract without requiring the unit to be returned for a standard service check. Equipment which is more than one year old tendered for repair within 30 days after the acceptance of this Agreement by Zebra may be subject to a standard service check, along with any charges for labor and parts at Zebra's then current fixed price repair rates to return the equipment to factory standards.
- 6.6. Where a service contract does not include Comprehensive Coverage, Zebra reserves the right to invoice for any support charges that are necessary in order to replace or repair Products that are affected by accidental damage or printhead failure, to suspend support and to take other action as it deems appropriate. Charges may be necessary for the following activities:
 - 6.6.1. Replacement of consumable parts, printheads, or accessories, as defined by product.
 - 6.6.2. Repair of problems caused by natural or manmade disasters, including but not limited to fire, theft and floods that would cause internal and external component damage or destruction

- 6.6.3. Repair of problems caused by third parties' printheads, batteries, accessories or peripherals not approved in writing by Zebra for use with the product
- 6.6.4. Repair of problems caused by using the Product outside of its operational or environmental specifications, or repaired by a third party.
- 6.6.5. Repair of problems caused by unauthorized alterations or attempted repair.
- 6.6.6. Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- 6.6.7. Problem determination and/or work performed to repair or resolve issues with non-covered products, for example, any hardware or software products not specifically listed on the agreement.
- 6.6.8. Performance of any file backup or restoration processes other than as part of the Commissioning Service (if applicable).
- 6.6.9. Completion and test of incomplete application programming or system integration if not performed by Zebra and not specifically listed as covered.
- 6.6.10. Use of Software Releases except as provided for this Service Description Document.
- 6.7. The provision of an operating system version upgrade is not included under this Service. Customer may purchase such an upgrade separately. Zebra recommends that the Customer's Products are covered by a Contract when Customer is purchasing an operating system upgrade for such Products.
- 6.8. No Trouble Found (NTF). Zebra reserves the right to monitor NTF returns from Customer.
 - 6.8.1. If the NTF rate is greater than 10% of the total returns from a Customer per calendar quarter across all Customer's deployed products, Zebra will work with Customer to identify the reasons for such excessive NTF and will establish an action plan aimed at reducing the NTF rate to under a 10% threshold ("NTF Threshold").
 - 6.8.2. Should Customer fail to implement the action plan and/or fail to reduce the NTF rate to the NTF Threshold, Zebra reserves the right to charge Customer for servicing the Products at or above the NTF Threshold, based on Zebra's prevailing time and material charges, discontinue support, or take other action as it deems appropriate. Zebra will review the rate of Customer's returned NTF units at the point of contract expiry. The price for Service Renewal will be impacted if the rate is above the NTF Threshold.
- 6.9. Accidental Damage: Under **Zebra OneCare Essential**, Zebra reserves the right to monitor the rate of Products returned for repair, which are affected by accidental damage (as described in item 2.3).
 - 6.9.1. If the rate is greater than 20% of the total returns from Customer per calendar quarter across all Customers deployed Products, Zebra will work with Customer to identify the reasons for such excessive accidentally damaged Products and will establish an action plan aimed at reducing the rate to under a 20% threshold (the "Excessive Damage Threshold").
 - 6.9.2. Should Customer fail to implement the action plan and/or fail to reduce the accidentally damaged Products to below the Excessive Damage Threshold within the following calendar quarter, Zebra reserves the right to invoice Customer for any support charges necessary, based on Zebra's prevailing charges, discontinue support, or take other action as it deems appropriate. Zebra will review the rate of Customer's accidentally damaged returned Products at the point of Contract expiry. The price for Service renewal will be impacted if the rate is above the Excessive Damage Threshold.
 - 6.9.3. Notwithstanding that the Customer has not reached the Excessive Damage threshold, where ongoing accidental damage is deemed by Zebra to be excessive, systemic or the result of Product mishandling, Customer may be subject to an audit. Customer will incur a repair charge at Zebra's discretion and prevailing charges for Products deemed by Zebra to have been damaged through improper handling, carelessness or reckless use.
- 6.10. Printhead Consumption: Under **Zebra OneCare Essential**, Zebra reserves the right to monitor the rate of Products returned for repair, which are due to printhead damage or failure.
 - 6.10.1. If the rate is greater than 40% of the total returns from Customer per calendar quarter across all Customers deployed Products, Zebra will work with Customer to identify the reasons for such excessive accidentally damaged Products and will establish an action plan aimed at reducing the rate to under a 40% threshold (the "Excessive Printhead Threshold").
 - 6.10.2. Should Customer fail to implement the action plan and/or fail to reduce the consumption of Printheads due to failure or damage to below the Excessive Damage Threshold within the following calendar quarter, Zebra reserves the right to invoice Customer for any support charges necessary, based on Zebra's prevailing charges, discontinue support, or take other action as it deems appropriate. Zebra will review the rate of Customer's returns due to Printhead failure and/or damage at the point of Contract expiry. The price for Service renewal will be impacted if the rate is above the Excessive Damage Threshold.



- 6.10.3. Notwithstanding that the Customer has not reached the Excessive Printhead Threshold, where ongoing accidental damage is deemed by Zebra to be excessive, systemic or the result of Product mishandling, Customer may be subject to an audit. Customer will incur a repair charge at Zebra's discretion and prevailing charges for Products deemed by Zebra to have been damaged through improper handling, carelessness or reckless use.
- 6.11. This Service does not cover cosmetic imperfections that do not affect the functionality of the Product.
- 6.12. For the Battery Replacement and Battery Maintenance options, Customer cannot purchase partial coverage (for example, Customer cannot place one hundred (100) Products under a Contract and only cover fifty (50) of those Products under the Service).

7. General Definitions

The following terms definitions govern the scope of the Service described in this Service Description Document:

“Configuration”: Specific parameters that define End-User Customer specific operational design that relies on the specific functionality of such products. Product configuration is variable and is driven by factors including but not limited to End-User Customer's site-specific information, WLAN or WWAN related parameters.

“Contract”: The specific Contract, assigned a unique identification number, comprising the Order Acknowledgement, this Service Description Document and the Terms and Conditions.

“Customer”: The entity purchasing the service from Zebra Technologies.

“EOL”: EOL, or End of Life, is the date after which a Product is no longer manufactured.

“End-User Customer”: The Customer or the ultimate end user of the Service (if different) whose Products are the object of the Service.

“Help Desk Level 1”: Support provided on the first call/email/enquiry to the Help Desk. Help Desk representatives answer technical enquiries regarding Products, and provide problem diagnostics services for identifying problems and generic application faults, analysis, and where possible, problem resolution. Any unresolved issues are escalated to higher levels of expertise.

“Product(s)”: The eligible Zebra equipment covered by the Contract.

“Response Time”: The elapsed time between the initial request and the first response of the Zebra Help Desk representative, measured during the Support Days timeframe.

“RMA”: Return Material Authorization, which is the process and associated form required to be completed in order to get an identification number that will be associated to the Product sent for repair.

“RMA Webform”: The web page for making RMA requests, at <https://www.zebra.com/us/en/support-downloads/request-repair.html> where available within region.

“Service”: The **Zebra OneCare Essential** service described in this Service Description Document.

“Software”: Computer programs in machine-readable form included in the Product as shipped, which are essential to the functionality thereof as specifically stated in the published Product specifications.

“Support Days”: The days of the week during which Zebra will provide help desk, repair, logistics and other technical services in each region as specified in this document (item 1.1).

“Support Web Pages”: The Zebra Technologies Printer Support web pages at <https://portal.zebra.com/Support/US-EN>.

“Terms and Conditions”: The agreement in force between Zebra (or one of its affiliates) and the Customer governing the purchase of the Service, or in the absence of such agreement the regional Zebra standard terms and conditions of sale included with or referenced in Zebra's order acknowledgement.

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The 3-Wire Flat Power Cord from Dell™ helps you to connect your computer to a power outlet. It is designed to provide an ideal power management solution. It measures 3 feet in length. This product has been tested ... Full Description

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Usually Ships: Within 1-2 business days

Manufacturer Part# : K272C | Dell Part# : 330-1174

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Compatibility

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Replacement sku equivalent to : 330-4016

Overview	Tech Specs	Customer Ratings	Glossary And Resource
Tech Specs			
Quick Specs			
Type	Power cable		
Length	3 ft		
Connectors	1 x power 3-pole		
Connectors (Other Side)	1 x power 3-pole		
Manufacturer Warranty	1 year warranty		
General			
Type	Power cable		
Length	3 ft		
Connectivity			
Connectors	1 x power 3-pole		
Connectors (Other Side)	1 x power 3-pole		
Manufacturer Warranty			
Service & Support	1 year warranty		

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Dell Slim Power Adapter - 90-Watt



Powerfully Simple Sleek and streamlined, we've redesigned our adapter to save space and connect easily.

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Manufacturer Part#: HH44H | Dell Part#: 332-1833

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Dell Price ...\$89.99
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Dell
Dell 3-Prong AC Adapter - 180-Watt with 6 ft Power Cord
Dell Price ...\$119.99
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Overview **Tech Specs** Customer Ratings Glossary And Resource

Tech Specs

Quick Specs

Device Type	Power adapter - external
Power Capacity	90 Watt
Output connector(s)	1 x power DC jack
Manufacturer Warranty	1 year warranty

General

Device Type	Power adapter - external
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Power Device

Input Connector(s)	Power 3-pole
Power Output Connectors Details	1 x power DC jack
Power Capacity	90 Watt

Miscellaneous

Cables Included	1 x power cable - 3 ft
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Manufacturer Warranty

Service & Support	1 year warranty
Service & Support Details	Limited warranty - 1 year

Hard Drive

Connector	7.4 mm
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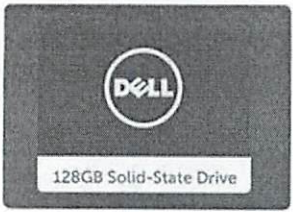
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Compatibility

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Replacement sku equivalent to: 342-4258

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Dell USB Slim DVD +/- RW Drive - DW316
Market Value¹ ... \$59.99
Total Savings ... \$20.00
Dell Price ... \$39.99
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Dell
Dell Power Companion (18000 mAh) PW7015L
Market Value¹ ... \$139.99
Total Savings ... \$20.00
Dell Price ... \$119.99
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Dell
Dell Portable Backup Hard Drive - 2 TB
Market Value¹ ... \$119.99
Total Savings ... \$20.00
Dell Price ... \$99.99
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Overview **Tech Specs** Customer Ratings

Tech Specs

Form Factor	Device Type
2.5 in	Hard Drive
Formatted Capacity	Interface Type
128 GB	Serial ATA
Type	
Solid State	

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