

CONTRACT FOR GOODS AND SERVICES

This Contract ("Contract") is made between the Arizona Board of Regents ("ABOR"), for and on behalf of Northern Arizona University ("University"), and Dell Marketing L.P. ("Contractor" or "Dell").

WHEREAS the University issued Request for Proposal P22KJ006 for Windows Based Computer Hardware.

WHEREAS the Contractor responded with its proposal.

WHEREAS the University awarded a Contract to the Contractor.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree as follows:

1. **Contract.** Contractor agrees to provide Windows Based Computer Hardware in accordance with the terms and conditions herein including Exhibit A and Exhibit B, attached hereto and incorporated herein by reference.

2. **Definitions.**

- 2.1 "Dell Affiliate" means a direct or indirect subsidiary of Dell Inc. located in the United States.
- 2.2 "Hardware" means computer hardware, related devices and other accessories including all embedded components (excluding Software).
- 2.3 "Hardware Services" means (a) services to be performed by or on behalf of Dell necessary to repair a defect in materials or workmanship of Hardware and as otherwise defined in the Hardware Schedule or SOW, (b) standard deployment services, such as Basic Deployment Services, ProDeploy or ProDeploy Plus services, or c) standard configuration services, including Static and Dynamic Imaging, Asset Tagging, Asset Reporting, standard System Configuration services (BIOS Settings, Hard Drive Partitioning, Application Installation and Operating System Settings).
- 2.4 "Order" means an order placed for Products and/or Services by (a) a written ordering document or agreement under this Contract that is executed by the parties, such as a signed Dell quotation or SOW, (b) Dell's online ordering process at www.dell.com or other Dell electronic ordering process agreed to by Dell and University, or (c) a University purchase order accepted by Dell.
- 2.5 "Products" means Hardware, Software or both.
- 2.6 "Professional Services" means services, other than Hardware Services, to be performed by or on behalf of Dell pursuant to an SOW.
- 2.7 "Schedule(s)" means the Product Schedule or Services Schedule to this Contract, and any other schedules later executed by the parties under this Contract, as well as any attachments to such Schedule(s). Unless otherwise defined in a Schedule,

capitalized terms in Schedules shall have the meaning defined in the Contract.

- 2.9 “Services” means either Hardware Services, Professional Services, or both.
- 2.10 “Software” means any software, library, utility, tool, or other computer or program code, each in object (binary) code form, and the printed materials, online and electronic documentation provided by Dell with the Software and any copies thereof.
- 2.11 “Software Agreement” means either (i) the software license agreements included with the software media packaging or presented to University during the installation or use of the Software, or (ii) if no license terms accompany Dell Licensed Software or are not otherwise made available to University by Dell, the End User License Agreement—A Version, found at dell.com/aeula; or (iii) for Software listed at software.dell.com (the “DSG Software”), the applicable local Software Transaction Agreement located at software.dell.com/legal/sta.
- 2.12 “Software Terms” means the terms in a Software Agreement for Dell Licensed Software that state (a) the Dell Affiliate that is the licensor of the Software (the “Licensor”) (b) Software title, license definitions, rights, and restrictions; (c) Software warranties and remedies; (d) maintenance and support services for the Software; (e) the Licensor’s rights in connection with a change of control of Licensor or a sale of its assets; (f) University’s compliance obligations with respect to the Software; (g) the parties’ rights and obligations with respect to a termination of the Software Agreement or a license granted thereunder, and (h) the parties’ liability in the event of a misappropriation, misuse, or disclosure of the other party’s intellectual property, including, but not limited to the Software.
- 2.13 “SOW” means any mutually agreed document or agreement describing Services to be provided by or on behalf of Dell to University, including without limitation, “Statements of Work,” “Service Descriptions,” “Specification Sheets,” “Task Orders,” “Order Forms” and any other such documents executed under the terms of a Professional Services Schedule hereto or otherwise available at www.Dell.com/servicecontracts/US.
- 2.14 “Third-Party Products” means any Products or Services that are not manufactured, created, licensed, branded or performed by or on behalf of Dell.
- 2.15 “University IP” shall be defined as all forms of legally recognized intellectual property created, fixed in a tangible medium, conceived and/or reduced to practice, in whole or in part, by University employees or affiliates.
- 2.16 “University Information” shall be defined as any information associated with the University’s business operations, or any student-related information, and et cetera.

3. **Term.**

- a. The Contract shall commence on March 10, 2023, for an initial one (1) year period with the option to renew for four (4) additional one (1) year periods for a total term not to exceed five (5) years.
- b. Either party may terminate the Contract, in whole or in part, with or without cause,

upon one hundred eighty days (180) days written notice to the other party. Subject to the provision of any Transition Services (as defined below), upon termination, Contractor will refund to the University all prepaid amounts for Services not delivered or performed. If the Contract is terminated pursuant to this section, subject to the provision of any Transition Services, the University will pay Contractor, as full compensation under the Contract: (1) the portion of Services delivered or performed and accepted prior to the effective date of termination based on the unit prices in the Contract, or, if no unit prices are provided, the pro rata amount of the total order price based on the amount delivered or performed; and (2) a reasonable amount, not otherwise recoverable from other sources by Contractor, and as approved by the University, with respect to the undelivered, unperformed, or unacceptable portion of the Services. In no event will compensation paid previously under the Contract together with compensation paid under this section exceed the total purchase order or Contract price.

c. Either party may terminate the Contract, in whole or in part, if the other party defaults on any of its obligations in the Contract and fails to cure such default within thirty (30) days after receiving notice of default from the non-defaulting party. In the event of such a default, the University may procure the Services from other sources.

d. The University shall have the right to terminate this Contract at any time in the event the Contractor files a petition in bankruptcy, or is adjudicated bankrupt; or if a petition in bankruptcy is filed against the Contractor and not discharged within thirty (30) days; or if the Contractor becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for the Contractor or its business.

e. Upon termination of the Contract or termination of any Services (regardless of the reason for termination), the parties will work in good faith to transition the terminated Services to the University or its designee(s), with minimum interruption to the University's business. At the University's option, Contractor will continue to provide Services and will provide transition support at rates consistent with the terms of the Contract for a period of no longer than one-hundred and eighty (180) days following the termination date (the Transition Period). Contractor will provide the post-termination Services (the Transition Services) at least at the same levels of quality and timeliness of performance as Services were provided prior to termination, in a professional manner, with high quality, and in accordance with industry standards. The parties may, by written agreement, modify the Transition Services to be provided and the length of the Transition Period.

4. **Survival.** All provisions of the Contract that anticipate performance after the termination of the Contract, and all provisions necessary or appropriate to interpret and enforce such provisions, will survive termination of the Contract.

5. **Settlement Method and Terms.** Payment will be subject to the provisions of Title 35 of the Arizona Revised Statutes (ARS), as amended from time to time, relating to time and manner of submission of claims. The University's obligation will be payable only and solely from funds appropriated for the purpose of the Contract. After delivery of the Services, Contractor will submit an acceptable invoice to the University. Invoices must be itemized, reference the appropriate University purchase order number, and include sufficient detail to document the

invoiced amount. The University will pay Contractor for the Services delivered and accepted net 30 days after receipt by the University of an invoice meeting the requirements of this section with interest accruing after the due date at the lessor of 0.83% per month. Invoices will be electronically delivered to the University's Accounts Payable department by email to AccountsPayable@nau.edu.

6. **Independent Contractor.** Contractor is an independent contractor. Neither the University nor Contractor may bind the other. None of the Contractor Parties will be employees, agents, partners, or joint venturers of the University. None of the Contractor Parties will be eligible for any benefits from the University, including worker's compensation coverage. Contractor is responsible to the University for compliance with the Contract by the Contractor, or any of its owners, officers, directors, members, managers, agents, employees, contractors or subcontractors at all tiers (together with Contractor, the Contractor Parties). Contractor will determine Contractor's hours of work, and will provide all tools, equipment, and supplies Contractor determines to be necessary to deliver and perform the Services. Contractor will maintain all business registrations and licenses required to deliver and perform the Services. Contractor is using its own knowledge, skill, and technical know-how in the delivery and performance of the Services and is not being supervised by the University. The conduct and control of the Services lies solely with Contractor, and the University is interested only in final results.

7. **Work Product.** Subject to the University's compliance with the terms of the Contract and any applicable Service Specification or Statement of Work, University's payment of applicable amounts due, and Contractor's Proprietary Rights in any underlying intellectual property incorporated into any Deliverables or used by Contractor to perform professional services, Contractor grants the University's a non-exclusive, non-transferable, revocable (in case of non-payment, or any breach of this Contract or any applicable Service Specification or Statement of Work) license to use (without the right to sublicense) the Deliverables provided by Contractor for the Universities' internal business purposes, only and solely in accordance with the applicable Service Specification or Statement of Work and subject to this Contract. The University may authorize its service providers to use the Deliverables, but solely on University's' behalf, solely for the University's' internal business purposes, and the University shall be responsible for service provider's compliance with these restrictions. For purposes of this Contract, "Deliverables" means any reports, analyses, scripts, code, or other work results that the Contractor delivers to the University within the framework of fulfilling obligations under a Service Specification or Statement of Work. "Proprietary Rights" mean all patents, copyrights, trademarks, trade secrets, or other intellectual property rights of a party.

8. **Conflict of Interest.** The parties agree that this Contract may be canceled for conflict of interest in accordance with A.R.S. § 38-511.

9. **Dispute Resolution.** If a dispute arises under the Contract, the parties will exhaust all applicable administrative remedies provided for under Arizona Board of Regents Policy 3-809.

10. **Arbitration.** The parties agree to arbitrate disputes filed in Arizona Superior Court that are subject to mandatory arbitration pursuant to ARS § 12-133.

11. Indemnification.

a. Contractor shall indemnify, defend and hold harmless, the University, the State of Arizona, and the Arizona Board of Regents and their employees and agents from all losses, damages, claims, liabilities, costs and expenses (including, without limitation, costs and expenses of litigation and alternative dispute resolution, reasonable attorneys' and paralegals' fees, worker's compensation claims, unemployment compensation claims and unemployment disability claims) arising from any actual or alleged damage to property, injury to any person, or death of any person to the extent that such damage, injury or death arises from any actual or alleged act or omission (including, without limitation, negligence and willful misconduct) of Contractor or any of Contractor's employees, agents or representatives in connection with or incident to performance of this Contract, provided, however, that this indemnification shall not include (i) losses, damages, claims, liabilities, costs and expenses arising from professional errors or omissions of Contractor or any of Contractor's employees, agents or representatives or (ii) losses, damages, claims, liabilities, costs and expenses of the University or the Arizona Board of Regents arising from any obligation undertaken by the University or the Arizona Board of Regents in any contract entered into in connection with the Services of Contractor.

b. Notwithstanding any expiration or termination of this Contract, this indemnification shall remain in effect indefinitely without termination as to acts and omissions actually occurring or alleged to have occurred prior to expiration of termination of this Contract.

12. Limitation of Liability. EXCEPT FOR A VIOLATION OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS OR AS OTHERWISE SET FORTH IN THE APPLICABLE SCHEDULES, NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT OR THE PRODUCTS OR SERVICES, OR FOR ANY OF THE FOLLOWING: (a) LOSS OF REVENUE, INCOME, PROFIT (IN EACH CASE, EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS), SAVINGS OR SHARE VALUE; (b) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF A SYSTEM OR NETWORK, OR THE RECOVERY OF SUCH; (c) LOSS OF BUSINESS OPPORTUNITY; (d) BUSINESS INTERRUPTION OR DOWNTIME; (e) LOSS OF GOODWILL OR REPUTATION; OR (f) THE PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES. EXCEPT FOR CUSTOMER'S BREACH OF ITS PAYMENT OBLIGATIONS, A VIOLATION OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS OR OTHER RESTRICTIONS ON USE IN AN ORDER OR SOFTWARE AGREEMENT, OR AS OTHERWISE SET FORTH IN THE APPLICABLE SCHEDULES, EACH PARTY'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS, ACTIONS AND CAUSES OF ACTION RELATED TO ANY DISPUTE (AS DEFINED BELOW) SHALL BE LIMITED TO (i) THE AMOUNTS PAID DURING THE TWELVE MONTH PERIOD PRECEDING THE DATE THAT THE DISPUTE FIRST AROSE, FOR (ii) THE PRODUCT THAT IS THE SUBJECT OF THE DISPUTE OR (iii) THE SERVICES THAT ARE THE SUBJECT OF THE DISPUTE, IN EACH CASE EXCLUDING AMOUNTS RECEIVED AS REIMBURSEMENT OF EXPENSES OR PAYMENT OF TAXES.

THESE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS APPLY TO ALL DISPUTES AND CLAIMS FOR DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY,

STRICT LIABILITY, NEGLIGENCE, TORT, STATUTE, EQUITY OR OTHERWISE. THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR DELL'S SALE OF PRODUCTS OR SERVICES TO CUSTOMER AND 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."

13. **Non-Appropriation.** This Contract may be canceled without any further obligation on the part of the University in the event that sufficient appropriated funding is unavailable to assure full performance of its terms. Contractor shall be notified in writing of any such non-appropriation at the earliest opportunity.

14. **Inspection and Audit.** To the extent required by ARS § 35-214, all books, accounts, reports, files and other records relating to this Contract shall be subject at all reasonable times to inspection and audit by ABOR, the University, or the Auditor General of the State of Arizona, or their agents for five (5) years after completion of this Contract. Such records shall be produced at the University, or other location as designated by the University, upon reasonable notice to the Contractor.

15. **Authorized Presence Compliance.** As required by ARS § 41-4401, the University is prohibited from awarding a contract to any contractor or subcontractor that fails to comply with ARS § 23-214(A) (verification of employee eligibility through the e-verify program). Contractor warrants that it and its subcontractors comply fully with all applicable federal immigration laws and regulations that relate to their employees and their compliance with ARS § 23-214(A). A breach of this warranty will be a material breach of this Contract that is subject to penalties up to and including termination of this Contract. The University retains the legal right to inspect the papers of any Contractor or Contractor Party employee who works hereunder to ensure that the Contractor or Contractor Party is complying with the above warranty. Such access shall be subject to nondisclosure/confidentiality obligations.

16. **No Boycott of Israel.** If the Services provided under this Contract include the acquisition of services, supplies, information technology or construction with a value of at least \$100,000 and Contractor is engaged in for-profit activity and has 10 or more full-time employees, then, to the extent required by ARS § 35-393.01, Contractor certifies it is not currently engaged in, and during the term of this Contract will not engage in, a boycott of goods or services from Israel.

17. **No Forced Labor of Ethnic Uyghurs.** To the extent required by A.R.S. § 35-394, Contractor certifies it is not currently, and during the term of this Agreement will not use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of the ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the agreement that it is not in compliance with this written certification, it shall notify University within five (5) business days of becoming aware of the noncompliance.

18. Insurance Requirements. Without limiting any liability of or any other obligation of Contractor, Contractor shall procure and maintain (and cause its subcontractors to procure and maintain), until all of their obligations have been discharged or satisfied, including any warranty periods under this Contract, insurance against claims that may arise from or in connection with the performance of work hereunder by Contractor, its agents, representatives, employees or subcontractors, the minimum insurance coverages listed below, unless otherwise agreed to in writing. Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Authorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The University in no way warrants that the above required minimum insurer rating is sufficient to protect the Contractor from potential insurance insolvency. Self-insurance may be accepted in lieu of or in combination with the insurance coverage requested.

- a. **Commercial General Liability** of \$1,000,000 minimum limit for each occurrence and \$2,000,000 general aggregate, to include coverage for bodily injury, property damage, personal and advertising injury, and broad form contractual liability coverage.

Each Occurrence	\$1,000,000
Damage to Rented Premises	\$50,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000

- b. **Automobile Liability** of \$1,000,000 minimum Combined Single Limit each occurrence, to include coverage for bodily injury and property damage for any owned, hired, and/or non-owned automobiles assigned to or used in the performance of this Contract. Policy shall be endorsed to include coverage for towing.

(1) Per Auto	\$500,000
(2) Comprehensive – Aggregate	\$1,000,000
(3) Collision	\$500,000

- c. **Workers Compensation** coverage for all employees which meets Arizona statutory benefits and Employers' Liability insurance with a minimum limit of \$1,000,000 each accident, \$1,000,000 disease – each employee, and \$1,000,000 disease – policy limit.

- i. This requirement shall not apply to each Contractor or subcontractor that is exempt under ARS § 23-901 and when such Contractor or subcontractor executes the appropriate form (Sole Proprietor Waiver or Independent Contractor Agreement).

- d. **Technology Errors and Omissions Insurance**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

With the Following Requirements:

- Systems analysis;
- Software design;

- Systems programming;
- Data processing;
- Systems integration;
- Outsourcing including outsourcing development and design;
- Systems design, consulting, development and modification;
- Training services relating to computer software or hardware;
- Management, repair and maintenance of computer products, networks and systems;
- Marketing, selling, servicing, distributing, installing and maintaining computer hardware or software, and
- Data entry, modification, verification, maintenance, storage, retrieval or preparation of data output;
- In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

e. Network Security Errors and Omissions Insurance

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

With the Following Requirements:

- Hostile action or a threat of hostile action with the intent to affect, alter, copy, corrupt, destroy, disrupt, damage, or provide unauthorized access/unauthorized use of a computer system including exposing or publicizing confidential electronic data or causing electronic data to be inaccessible.
- Computer viruses, Trojan horses, worms and another type of malicious or damaging code.
- Dishonest, fraudulent, malicious, or criminal use of a computer system by a person, whether identified or not, and whether acting alone or in collusion with other persons, to affect, alter, copy corrupt, delete, disrupt, or destroy a computer system or obtain financial benefit for any party or to steal or take electronic data.
- Denial of service for which the insured is responsible that results in the degradation of or loss of access to internet or network activities or normal use of a computer system;
- Loss of service for which the insured is responsible that results in the inability of a third party, who is authorized to do so, to gain access to a computer system and conduct normal internet or network activities.

- Access to a computer system or computer system resources by an unauthorized person or an authorized person in an unauthorized manner; and
 - Loss or disclosure of confidential information no matter how it occurs.
 - In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
 - The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.
- f. Policies for Commercial General Liability and Automobile Liability shall be endorsed to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of Contractor. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits are in excess of those required by this Contract.
- g. Policies for Commercial General Liability, Automobile Liability, and Workers Compensation shall contain a waiver of subrogation endorsement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of Contractor.
- h. Such coverage shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by Northern Arizona University, the Arizona Board of Regents, or the State of Arizona shall be excess and not contributory insurance, as provided by ARS §41-621(E).
- i. With the exception of ten (10) days' notice of cancellation for non-payment of premium, Contractor's insurance shall not be permitted to expire, be suspended, be cancelled, or materially changed for any reason without thirty (30) days prior written notice to the University.
- j. Contractor will furnish the University with valid certificate(s) of insurance required by this Contract and coverage must be in effect at or prior to commencement of work under this Contract and remain in effect for the term of this Contract.
- k. The University's project or purchase order number and project description will be noted on each certificate of insurance.
- l. The Certificate Holder shall be listed as "State of Arizona, Arizona Board of Regents and Northern Arizona University".

- m. Failure on the part of Contractor to maintain these requirements or provide evidence of renewal, shall constitute a material breach of this Contract upon which the University may immediately terminate this Contract, or, in the University's sole discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the University shall be repaid by Contractor to the University upon demand, or the University may offset the cost of the premiums against any monies due to Contractor.
- n. Costs for coverage broader than those required or for limits in excess of those required shall not be charged to the University.
- o. The University reserves the right to request and receive proof of insurance and/or certified copies of any or all of the above policies and/or endorsements at any time throughout the term of this Contract.
- p. Contractor's certificate(s) of insurance may include all subcontractors as insureds under its policies as required by this Contract, or Contractor will furnish to the University upon request, copies of valid certificates and endorsements for each subcontractor. Coverages for subcontractors will be subject to the minimum requirements identified above.

19. Governing Law and Venue. The Contract will be governed by the laws of the State of Arizona without regard to any conflicts of laws principles. The University's obligations hereunder are subject to the regulations/policies of the Arizona Board of Regents. Any proceeding arising out of or relating to the Contract will be conducted in Coconino County, Arizona. Each party consents to such jurisdiction and waives any objection it may now or hereafter have to venue or to convenience of forum.

20. Public Records. The University, as a public institution, is subject to ARS §§ 39-121 to 39-127 regarding public records. Any provision regarding confidentiality is limited to the extent necessary to comply with Arizona law.

21. Interpretation-Parol Evidence. The Contract is intended by the parties as a final expression of their agreement and is intended to be a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade will be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under the Contract will not be relevant to determine the meaning of the Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection.

22. Privacy; Educational Records. Student educational records are protected by the U.S. Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and its implementing regulations (FERPA). Contractor will not require any University students or employees to waive any privacy rights (including FERPA or the European Union's General Data Protection Regulation (GDPR)) as a condition for receipt of any educational services, and any attempt to do so will be void. Contractor will comply with FERPA and will not access or make any disclosures of student educational records to third parties without prior notice to and consent from the University or as

otherwise provided by law. If the Contract requires or permits Contractor to access or release any student records, then, for purposes of the Contract only, the University designates Contractor as a "school official" for the University under FERPA, as that term is used in FERPA.

23. Americans with Disabilities Act and Rehabilitation Act. To the extent applicable, Contractor will comply with all applicable provisions of the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all applicable federal regulations, as amended from time to time (ADA Laws). All electronic and information technology and products and services to be used by University faculty/staff, students, program participants, or other University constituencies must be compliant with ADA Laws. Compliance means that a disabled person can acquire the same information, engage in the same interactions, and enjoy the same services as a nondisabled person, in an equally effective and integrated manner, with substantially equivalent ease of use.

24. No Waiver. No waiver by the University of any breach of the provisions of this Contract by the Contractor shall in any way be construed to be a waiver of any future breach or bar the University's right to insist on strict performance of the provisions of the Contract.

25. Modifications. This Contract shall be modified or rescinded only by a writing signed by both parties or their duly authorized agents.

26. Assignment. No right or interest in this Contract shall be assigned or delegation of any obligation made by Contractor without the written permission of the University, with the exception of assignment or delegation to an affiliate or subsidiary of Dell Technologies, Inc. to which at minimum requires prior notification and discussion with the University. Any attempted assignment or delegation by Contractor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

27. Assignment of Anti-Trust Overcharge Claims. Intentionally omitted.

28. Prices. All Prices will be as listed in a University purchase order as set forth in Exhibit B. Unless otherwise specified in the Contract: 1) all prices are in US Dollars; 2) prices include any cost for shipping, and handling; and 3) prices will include any travel, labor, interest, import/export fees, and other costs associated with providing the Goods/Services. the University will reimburse Contractor for expenses that are specifically identified in the purchase order. To obtain reimbursement for pre-approved expenses, Contractor must submit all receipts and any required backup documentation to the University within sixty (60) days after the applicable expenses were incurred. If the University agrees to reimburse Contractor for any travel expenses, all reimbursable travel expenses must be authorized in writing by the University in advance of the planned travel and must be consistent with the University travel policy.

29. Taxes. Unless otherwise specified in the Contract, prices will include all taxes and fees, including, without limitation, sales, use, or excise taxes, import duties, value added taxes, permit fees, license fees, or similar charges (Taxes). Taxes do not include the University income taxes or taxes related to the University's employees.

30. Responsibility. Each party is responsible for the negligent or willful acts or omissions of its employees and contractors when acting under such party's direction and supervision. In addition, Contractor is responsible to the University for compliance with the Contract by the Contractor Parties. The University recognizes an obligation to pay attorneys' fees or costs only when assessed by a court of competent jurisdiction. Notwithstanding the terms of the Contract or any other document, other than for employees and contractors acting under the University's direction and supervision, the University is not responsible for any actions of any third parties, including its students.

31. Intellectual Property Ownership. Intentionally omitted.

32. Contractor's Intellectual Property. During the course of providing Professional Services, Dell may create and provide to University items including, but not limited to documents, designs, computer code, know-how, and methodologies which are protected by the intellectual property law of the United States, Canada, or the location in which the Professional Services are being provided ("IP"). Subject to payment in full, University is hereby granted a perpetual, irrevocable (except for non-payment), non-transferable, non-sublicenseable license to use the IP and any pre-existing Dell intellectual property that may be provided to University as part of the Professional Services ("Preexisting Dell IP") for non-commercial purposes to manage its and its Affiliates' internal business operations. Except as may otherwise be expressly stated in an SOW, Dell shall have sole and exclusive ownership of all IP, except (a) University shall retain all its rights in any University Information or preexisting University IP that may be contained in the IP and (b) Dell may not disclose or distribute the IP to any third party unless it first removes any such University Information or University IP. Other than the license granted to University in this Section, Dell shall retain all rights and ownership in all Pre-existing Dell IP.

33. Data Use, Ownership, and Privacy.

a. The terms of this section apply if Contractor receives, has access to, stores, or analyzes any the University Data (as defined below). As between the parties, the University will own, or retain all of its rights in, all data and information that the University provides to Contractor, as well as all data and information managed by Contractor on behalf of the University, including all output, reports, analyses, and other materials relating to, derived from, or generated pursuant to the Contract, even if generated by Contractor, as well as all data obtained or extracted through the University's or Contractor's use of such data or information (collectively, the University Data). the University Data also includes all data and information provided directly to Contractor by the University students and employees, and includes personal data, metadata, and user content.

b. The University Data will be the University's Intellectual Property and Contractor will treat it as the University Confidential Information (as defined below). Contractor will not use, access, disclose, or license, or provide to third parties, any the University Data, except: (i) to fulfill Contractor's obligations to the University hereunder; or (ii) as authorized in writing by the University. Without limitation, Contractor will not use any the University Data, whether or not aggregated or de-identified, for product development, marketing, profiling, benchmarking, or product demonstrations, without, in each case, the University's prior written consent. Contractor will not, directly or indirectly: (x) attempt to re-identify or de-aggregate de-identified or aggregated

information; or (y) transfer de-identified and aggregated information to any third party unless that third party agrees not to attempt re-identification or de-aggregation. For the University Data to be considered de-identified, all direct and indirect personal identifiers must be removed, including names, ID numbers, dates of birth, demographic information, location information, and school information. Upon request by the University, Contractor will deliver, destroy, and/or make available to the University, any or all the University Data.

34. Nondisclosure and Trade Secrets. Contractor may receive (or has received) from the University and otherwise be exposed to confidential and proprietary information relating to the University's business practices, strategies, and technologies, the University Data, as well as confidential information of the University necessary to perform and/or provide the Services (collectively, the University Confidential Information). University Confidential Information may include, but is not limited to, confidential and proprietary information supplied to Contractor with the legend "the University Confidential and Proprietary," or other designations of confidentiality. As between Contractor and the University, the University Confidential Information is the sole, exclusive, and valuable property of the University. Accordingly, Contractor will not reproduce or otherwise use any of the University Confidential Information except in the performance or provision of the Services, and will not disclose any of the University Confidential Information in any form to any third party, either during or after the Term, except with the University's prior written consent. Upon termination of the Contract, Contractor will cease using, and will return to the University, all originals and all copies of the University Confidential Information, in all forms and media, in Contractor's possession or under Contractor's control.

Contractor will not disclose or otherwise make available to the University any confidential information of Contractor or received by Contractor from any third party.

Contractor will have no obligation to maintain as confidential the University Confidential Information (other than the University Data) that Contractor can show: (i) was already lawfully in the possession of or known by Contractor before receipt from the University; (ii) is or becomes generally known in the industry through no violation of the Contract or any other agreement between the parties; (iii) is lawfully received by Contractor from a third party without restriction on disclosure or use; (iv) is required to be disclosed by court order following notice to the University sufficient to allow the University to contest such order; or (v) is approved in writing by the University for release or other use by Contractor.

35. Background Checks. Dell performs its own standard background checks and drug screenings at its own expense when hiring employees (a "Dell Check"). To the extent that employees have joined Dell through the acquisition of another legal entity, Dell relies on the security background checks and drug screenings performed by the acquired entity. To the extent that subcontractors are utilized by Dell, Dell's policy is to require its subcontractors to perform security background checks and drug screenings on their own employees performing work under a Dell agreement that are at least as rigorous as the checks that Dell performs on its employees.

A Dell Check currently involves the following components:

1.1. Social Security Trace.

- 1.2. Criminal Records Search (which go back at least seven years and include both felonies and misdemeanors).
- 1.3. Drug Screenings: (a 9 panel urinalysis).
- 1.4. Education Verification.
- 1.5. Employment Verification.
- 1.6. Employment Eligibility Verification (using the U.S. Citizenship and Immigration Services Form I-9 to verify employment eligibility).

Dell conducts a security background check to uncover criminal history demonstrating that the candidate would be unsuitable for the position sought at Dell. It is important to note that when a Dell employee passes a background check, it does not mean the employee does not have one or more convictions for a criminal offense.

Dell is able to provide to university a certification of the Dell Checks performed (as described above) but Dell will not provide the results of the Dell Checks. Dell is limited by the Fair Credit Reporting Act in our ability to disclose background check results to third parties because Dell is not a consumer reporting agency. The authorization we obtain from our employees permits Dell to gather this information for purposes of evaluating candidates for employment, but does not authorize Dell to disclose such information to third parties.

36. Foreign Corrupt Practices Act/UK Bribery Act/ Local Anti-corruption Law Compliance. Contractor warrants that it is familiar with the U.S. laws prohibiting corruption and bribery under the U.S. Foreign Corrupt Practices Act and the United Kingdom laws prohibiting corruption and bribery under the UK Bribery Act. In connection with Contractor's work under the Contract, Contractor will not offer or provide money or anything of value to any governmental official or employee or any candidate for political office in order to influence their actions or decisions, to obtain or retain business arrangements, or to secure favorable treatment in violation of the Foreign Corrupt Practices Act, the UK Bribery Act, or any other local anti-corruption law, either directly or indirectly. Any breach of the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, or other local anti-corruption law, will be a material breach of the Contract.

37. Business Continuity Plan. Contractor maintains BCP's designed to enable Contractor to fulfill its obligations under the Contract specifically in the case of a business interruption caused by the material loss of operational resources due to a natural or man-made event. Such BCP's detail Contractor's plans for recovering from a business interruption and resuming normal business operations as soon as reasonably practicable. Contractor will make reasonable attempts, under the circumstances, to timely contact Universities in the event of a business interruption that materially impacts Universities.

38. Contractor Identification. Contractor vehicles and personnel will be clearly identifiable when performing Services on University premises. Contractor's employees shall always be in uniform with visible company identification and Contractor's vehicles must be clearly identified with company name, phone number and or logo and with any applicable state license numbers.

39. Parking. Contractor shall acquire and maintain, at their sole expense, all necessary parking permits required by the University. Parking permits along with regulations governing traffic and

parking are available from University Transit Services (928-523-6623) located at 113 W Dupont Ave., Flagstaff, AZ 86011. Permit applications and vehicle registration may also be accessed on-line at <https://in.nau.edu/university-transit-services/>. Regulations shall be applicable to all employees of Contractor and will be strictly enforced. All fines incurred shall be the sole responsibility of the Contractor.

40. Permits. Contractor shall acquire and maintain all necessary permits and licenses and shall adhere strictly to all Federal, State, County, or City laws, codes, regulations, and ordinances as applicable.

41. Non-Discrimination. The parties will comply with all applicable laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. If applicable, the parties will abide by the requirements of 41 CFR §§ 60- 1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

42. Data Protection. Contractor will ensure that all Services undertaken pursuant to the Contract are performed in compliance with applicable privacy and data protection laws, rules, and regulations. In addition, Contractor is responsible to the University for compliance with the Contract by all Contractor Parties. If Contractor will serve as a Processor of the University Data that includes Personal Data of Data Subjects in the European Union, Contractor will cooperate with the University to comply with the GDPR with respect to such Personal Data and Data Subjects. This includes ensuring that all Data Subjects have signed appropriate Consents and signing and complying with all documents and agreements reasonably requested by the University, including any data processing agreements. All capitalized terms in this section not otherwise defined in the Contract are defined in the GDPR.

43. Small Business. If subcontracting (Tier 2 and higher) is necessary, Contractor will make commercially reasonable efforts to use Small Business (SB) and Small Diverse Business (SDB) in the performance of the Services. The University may request a report at each annual anniversary date and at the completion of the Contract indicating the extent of SB and SDB participation.

44. Third Party Arrangements. From time to time, the University may enter into arrangements with third parties that may require Contractor to work cooperatively with and/or connect and use infrastructure with third parties. On a case-by-case basis, the University and Contractor will work cooperatively, timely, and in good faith to take such actions as may be necessary or appropriate to give effect to the University's third-party agreements. Contractor will not be bound to terms and conditions of a third party that are different from this Contract unless expressly agreed in writing. If the third party terms and conditions conflict with this Contract's terms, impact Contractor's ability to meet service level agreements of this Contract, or may cause Contractor to incur additional costs, then the parties will enter into good faith negotiations for an

amendment to this Contract prior to Contractor agreeing to comply with the third party terms and conditions.

45. Gratuities. Contractor will not give or offer any gratuities, in the form of entertainment, gifts or otherwise, or use an agent or representative of Contractor to give or offer a gratuity, to any officer or employee of the State of Arizona with a view toward securing an agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Contract. If the University determines that the Contractor has violated this section, the University may, by written notice to Contractor, cancel the Contract. If the Contract is canceled by the University pursuant to this section, the University will be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the costs incurred by Contractor in providing gratuities.

46. Liens. All goods delivered and labor performed under this Contract shall be free of all liens and, if the University requests, a formal release of all liens shall be delivered to the University.

47. Title and Risk of Loss. The title and risk of loss of the goods shall not pass to the University until the University actually receives the goods at the point(s) of delivery. Prices shall be F.O.B. Destination. Contractor shall select carrier for all orders under this Contract and shall retain title and control of all goods until they are delivered, received and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. The Contractor shall file all claims for visible and concealed damage. The University shall notify the Contractor promptly of any damaged goods and shall assist the Contractor in arranging for inspection. Notice of rejection may be made to the Contractor at any time within one month after delivery has been made. When supported by a written statement from the University, the Contractor shall not dispute its claims of damage.

48. Hardware Returns, Exchanges and Repairs. University agrees to Dell's return policy at dell.com/returns policy. Before returning or exchanging Hardware, University must contact Dell to obtain an authorization number for the return. University must return Hardware in its original or equivalent packaging. If University fails to follow the return or exchange instructions, Dell will not be responsible for any loss, damage, or modification of Hardware, or processing of Hardware for disposal or resale. Credit for partial returns may be less than invoice or individual component prices due to bundled or promotional pricing associated with University's purchase. Parts used in repairing or servicing Products will be new, equivalent-to-new, or reconditioned to Dell Quality Specifications. Title to returned or exchanged Hardware shall pass to Dell upon receipt at the specified Dell facility.

The University has thirty (30) days to verify working order of hardware received. If hardware received is non-functioning the University will contact Dell to obtain an authorization number for the return. Dell will be responsible for replacing the hardware at no cost to the University. Dell will provide an online process for the University to purchase replacement parts for OptiPlex, Latitude, Precision, XPS (enterprise lines) computer lines, subject to availability and at then current rates, for five years from the invoice date, regardless of the Dell warranty period.

49. Warranties. The limited warranties for Dell-branded hardware shall be as stated in the documentation provided with the hardware. If there is no such documentation, then the warranties shall be as stated at dell.com/warranty terms. Dell warrants that Hardware Services shall be performed in a good and workmanlike manner. University's exclusive remedy and Dell's sole obligation for any breach of any Hardware Services warranty shall be for Dell to re-perform the non-conforming Hardware Services.

Dell warrants that the Professional Services shall be performed by qualified personnel in a workmanlike manner consistent with or superior to good practice in the US information technology services industry. University's exclusive remedy and Dell's sole obligation for any breach of foregoing warranty shall be for Dell to re-perform the non-conforming Professional Services at no charge or cancel the fees applicable to the non-conforming Services. All breaches of the warranty stated in this Section must be reported within thirty (30) days of the performance of the Services.

EXCEPT AS EXPRESSLY STATED BY DELL ELSEWHERE, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, DELL (INCLUDING DELL AFFILIATES, CONTRACTORS, AND AGENTS, AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS, AND OFFICERS), ON BEHALF OF ITSELF AND ITS SUPPLIERS AND LICENSORS MAKES NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO ANY OF THE PRODUCTS OR SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY (a) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, OR NON-INFRINGEMENT; (b) FOR ANY THIRD-PARTY PRODUCTS OR SERVICES; (c) FOR THE PERFORMANCE OF OR RESULTS TO BE OBTAINED FROM ANY PRODUCTS OR SERVICES; OR (d) THAT THE PRODUCTS OR SERVICES WILL OPERATE OR BE PROVIDED WITHOUT INTERRUPTION OR ERROR. PRODUCTS AND SERVICES ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS, REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS ANY APPLICATION IN WHICH THE FAILURE OF THE PRODUCTS OR SERVICES COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR PROPERTY DAMAGE (COLLECTIVELY, "HIGH-RISK ACTIVITIES").

WARRANTIES DO NOT COVER DAMAGE DUE TO EXTERNAL CAUSES, SUCH AS ACCIDENT, ABUSE, MISUSE, PROBLEMS WITH ELECTRICAL POWER, SERVICES NOT PERFORMED OR AUTHORIZED BY DELL (INCLUDING INSTALLATION OR DE-INSTALLATION), USAGE NOT IN ACCORDANCE WITH THE DOCUMENTATION, NORMAL WEAR AND TEAR, OR USE OF PARTS AND COMPONENTS NOT SUPPLIED OR INTENDED FOR USE WITH THE PRODUCTS OR HARDWARE SERVICES. ANY WARRANTY ON A THIRD-PARTY PRODUCT IS PROVIDED BY THE PUBLISHER, PROVIDER, OR ORIGINAL MANUFACTURER. ALL THIRD-PARTY PRODUCTS ARE PROVIDED BY DELL "AS IS."

50. Sales and Use Tax. The Contractor shall comply with and require all Contractor Parties to comply with all the provisions of the applicable state and sales excise tax law and

compensation use tax law and all amendments to same. The Contractor further agrees to indemnify and save harmless the University, of and from any and all claims and demands made against it by virtue of the failure of the Contractor or any Contractor Party to comply with the provisions of any or all said laws in amendments. The University is not exempt from state sales excise tax and compensation use tax.

51. Changes. Within the limits allowed by law, Contractor agrees that the University may order additional services, or make changes by altering, adding to, or deducting from the proposed Services, the Contract sum being adjusted accordingly, and Contractor shall enter into a modification of the Contract to reflect said changes. Notwithstanding the foregoing, University may change or cancel an order for Dell-branded Products only up until the time Dell has shipped the Product and invoices the University. Otherwise, University may change or cancel an order as set forth in the applicable Dell quote or as expressly agreed by both parties.

52. Price Adjustment. Price change requests shall be supported by evidence of increased costs to the Offeror. The University shall not approve price increases that shall merely increase the gross profitability of the Offeror at the expense of the University. Price change requests shall be a factor in the Contract extension review process. The University shall determine whether the requested price increase or an alternate option shall be in the best interest of the University.

The prices charged for Products purchased under the Contract shall be the fixed price for Standard Configurations as specified in the proposal or as otherwise quoted by Dell. Additional charges will apply if University requests Hardware Services that are performed outside of contracted hours or are beyond the normal coverage for the particular Hardware Service.

53. Service Marks and Trademarks. For purposes of this provision, the phrase “the University Mark” means any trade name, trademark, service mark, logo, domain name, and any other distinctive brand feature owned or used by the University. Contractor agrees to comply with the University’s trademark licensing program concerning any use or proposed use by Contractor of any of the University Mark on goods, in relation to Services, and in connection with advertisements or promotion of Contractor or its business. Except as expressly authorized in this Contract, Contractor is not permitted to use any the University Mark without prior written approval of the University. Prior to any use of an the University Mark by Contractor or its affiliates or successors or assigns, Contractor will comply with the University’s Licensing Policy <http://nau.edu/licensing>.

54. Advertising/Publishing. Contractor shall not advertise or publish, without the University’s prior consent, the fact that the University had entered into this Contract, except to the extent necessary to comply with proper request for information provided by appropriate statutes.

55. Weapons. The University prohibits the use, possession, display, or storage of any weapon, explosive device, or fireworks on all land and buildings owned, leased, or under the control of the University or its affiliated or related entities, in all the University residential

facilities (whether managed by the University or another entity), in all the University vehicles and at all the University or the University-affiliate sponsored events and activities, except as provided in §12-781 of the Arizona Revised Statutes or unless written permission is given by the University Police Department. Notification by Contractors to all persons or entities who are employees, officers, subcontractors, Contractors, agents, guests, invitees, or licensees of Contractor Parties of this policy is a condition and requirement of the Contract. Contractor further agrees to enforce this contractual requirement against all Contractor Parties.

56. Tobacco Free. The University recognizes that tobacco use is a public health hazard and is dedicated to providing a healthy, comfortable and productive living, learning and working environment. Use of all tobacco products, including those not approved by the FDA for cessation is prohibited on the University property, facilities, grounds, parking structures, the University-owned vehicles and structures owned or leased by the University. This includes, but is not limited to, the use of cigarettes, e-cigarettes, hookah, e-hookah, chew, dip, snuff, cigars, pipes, vaporizers, etc. For additional information, go to <http://nau.edu/Tobacco-Free/Policy/>.

57. Essence of Time. Time shall be of the essence as to matters related to this Contract.

58. COVID-19 Pandemic. When providing services on University owned or leased property, Contractor shall and shall cause its subcontractors to abide by the CDC guidelines for COVID-19 safety and ensure 1) face masks or cloth face coverings are worn at all times, 2) health screenings are conducted daily for all Contractor and subcontractor employees, 3) ill employees are not assigned to provide services and 4) the University's Risk Management department is notified within 24 hours, if an employee reports i) being tested for COVID-19 or ii) testing positive for COVID-19 and for cases follow all CDC guidance for quarantine or isolation. Do not provide personally identifiable information of the employee in the notification, an official representative will follow-up if needed.

Quotes and Orders. University must identify Dell's quotation (if any), the Dell Contract Code assigned to this Contract (if any), the Products and Services ordered, the requested shipment dates, and shipping and invoice addresses on all Orders. Each Order is subject to acceptance by Dell. Quoted prices are effective until the expiration date of the quote, but may change due to shortages in materials or resources. Orders for Third-Party Products are subject to availability and are cancellable only by Dell. Dell may, prior to shipment, cancel and refund Orders affected by typographical errors. University shall place all Orders in the country where the Products and Software are to be shipped and for Services, where the Services benefit is received.

University may change or cancel an order for Dell-branded Products only up until the time Dell has shipped the Products and invoices the University. Otherwise, University may change or cancel an order as set forth in the applicable Dell quote or as expressly agreed by both parties.

59. Services under this Contract:

Third Party Products. If University provides or makes available Third Party Products for Dell to use in connection with the Services, University (a) authorizes Dell to use such Third Party Products as needed to provide the Services, (b) warrants that it has all consents, licenses, and

sublicense rights as may be necessary to make the Third Party Products available to Dell.

Services Software. Services Software is Software that Dell may make available to University as necessary to enable University to receive and use the Services. Services Software may be hosted by Dell or installed on University's computers. University agrees that it shall (i) only use the Services Software as necessary to receive and/or use the Services during the term thereof, (ii) use any Services Software hosted by Dell in a lawful manner, without interfering with other Dell customers' use of the Services Software, and without attempting to disrupt the security or operation of the network or systems used to provide the Services Software; and (iii) not misappropriate, disclose, or otherwise violate Dell's or its suppliers' intellectual property rights in the Services Software.

University Obligations. Except as may be expressly agreed by the parties in writing, University shall be solely responsible to back up all data on its systems University shall provide timely access to University personnel, systems and information as may be needed for Dell to perform the Services. If the Services are provided on University's premises, University shall provide, without charge to Dell, a reasonable work environment for Dell personnel that is in compliance with all applicable laws and regulations and that includes work space, reproduction, computer, and other equipment, supplies, and services all as may be needed to perform the Services.

Updates. It may be necessary for Dell to perform scheduled or unscheduled repairs or maintenance, or remotely patch or upgrade the Services Software, which may temporarily degrade the quality of the Services or result in a temporary outage of the Services Software.

Software. University may purchase Software licenses under this Contract for Software licensed to University by Dell or a Dell Affiliate ("Dell Licensed Software") and for Software licensed to University by a third party ("Third Party Software").

Hardware Services do not include preventive maintenance or repairs required due to (a) software problems; (b) alteration, adjustment, or repair of the Hardware by anyone other than Dell or Dell's representatives; (c) accident, misuse, or abuse of the system or component (such as fire, water leakage, use of incorrect line voltages or fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions) that have not been caused by Dell; (d) moving of the system from one geographic location or entity to another; or (e) an act of nature.

Professional Services: An Order for Professional Services may be (a) in the form of an SOW or other order form executed by the parties; (b) as agreed to by University via a Dell online ordering process; or (c) a University purchase order for those Professional Services described in Service Descriptions at www.Dell.com/servicecontracts/US as of the date Dell receives the purchase order. For orders described in the preceding subsection (c), the Service Descriptions shall be negotiated between the University and Dell into the Order and preprinted terms on the purchase order shall not apply.

The software and documentation provided with the Products and Services are "commercial

items” as that term is defined at 48 C.F.R. 12.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end-users acquire the software and documentation with only those rights set forth herein. Contractor/manufacturer of Dell-branded Products is Dell, One Dell Way, Round Rock, Texas 78682.

Governing Terms. Dell Licensed Software shall be governed by this Contract, the Software Terms, and the applicable Order provided to University by Dell (if any). Third Party Software shall be governed by the Software Agreement that is provided with such Software and, as between Dell and University, the sections of this Contract regarding payment, taxes, warranty, and liability.” Any additional Software Agreement terms shall be negotiated between the University and Dell.

WHEREFORE, the parties have executed this Contract on the date set forth below.

Dell Marketing L.P.

Arizona Board of Regents for and on behalf of
Northern Arizona University

Katherine Castillo

Signature

Katherine Castillo

Printed Name

Paralegal Advisor

Title

March 9, 2023

Date

DCisneros

Signature

Debra Cisneros

Printed Name

Director, Purchasing and Accounts Payable

Title

3/13/2023

Date

Exhibit A

1. SCOPE OF WORK

Section 4, Scope of Work of RFP P22KJ006 shall be incorporated herein.

4.1. Background

4.1.1. The University is seeking Proposals from qualified firms for Windows/Linux based Computer Hardware (endpoint and server) and Peripherals, Software-as-a-Service (SaaS), Platform as a Service (PaaS), Infrastructure as a Service (IaaS), and Value-Added Reseller (VAR) Software.

4.1.1.1. Provide computer manufacturers that Proposer offers.

Dell Response: Dell acknowledges. Dell is responding as the OEM of Dell branded products.

4.1.2. The University currently supports an estimated five thousand (5,000) to seven thousand (7,000) Windows Based Computer Hardware units.

Dell Response: Dell acknowledges.

4.1.3. Average total spend by the University with current contractors:

4.1.3.1. Endpoint Hardware: Two million dollars (\$2,000,000.00).

4.1.3.2. Server hardware: Two hundred fifty thousand dollars (\$250,000.00).

4.1.3.3. VAR Software: One million five hundred thousand dollars (\$1,500,000.00)

Dell Response: Dell acknowledges.

Dell is a current contractor serving the needs of NAU and other Arizona Universities. We look forward to continuing to serve your future needs.

4.2. Warranties.

4.2.1. Each Proposal shall state the warranties to be offered by Proposer.

Dell Response: Dell acknowledges.

Dell has included description of the warranty options in section 4.2.4.

4.2.2. Unless stated elsewhere in this RFP, University expects that Proposer will provide the following warranties, at a minimum: (i) that all of the Contract services will be performed in a professional and workmanlike manner and in conformity with industry standards by persons reasonably suited by skill, training and experience for the type of services they are assigned to perform; (ii) that the Successful Proposer will comply, and will be responsible for ensuring its owner, members, employees, agents, contractors and subcontractors comply, with all applicable federal, state and local laws in the performance of a resulting Contract; (iii) that the Successful Proposer owns or

has sufficient rights in all goods and services to be delivered by the Successful Proposer, and the goods and services delivered by the Successful Proposer will not infringe upon or violate any Intellectual Property of any third parties; (iv) that any code or software developed or delivered by the Successful Proposer under a resulting Contract will not contain any viruses, worms, Trojan Horses, or other disabling devices or code; (v) that the warranty period for Proposer provided materials shall (i) be no less than a period of one (1) year after completion of installation or within the manufacturer's warranty, whichever is later, (ii) such warranty period shall commence upon date of acceptance by the University, and (iii) Proposer shall provide the University with all manufacturers' warranty documents upon completion of installation and prior to leaving the job site; and (vi) that in addition to any implied warranties, all goods and services delivered by the Successful Proposer will conform to the specifications and descriptions created therefor.

Dell Response: Please refer to section "Exceptions to the Terms and Conditions of the RFP" of this response for complete details.

- 4.2.3. Provide warranty information to the University for all materials, equipment, and labor furnished under this Contract. The warranty period for Proposer provided materials shall be no less than a period of one (1) year after receipt of product or within the manufacturer's warranty, whichever is later. Proposer shall provide the University with all manufacturers' warranty documents at the request of the University.

Dell Response: Please refer to section "Exceptions to the Terms and Conditions of the RFP" of this response for complete details.

See warranty information in 4.2.4 and linked Basic and ProSupport documents below.

https://i.dell.com/sites/csdocuments/Legal_Docs/en/us/basic-hardware-service-commercial-sd-en.pdf

https://i.dell.com/sites/csdocuments/Legal_Docs/en/us/prosupport-for-client-sd-en.pdf

- 4.2.4. Describe in detail extended warranties and include options for multiple years for:

4.2.4.1. Server hardware.

4.2.4.2. Materials.

4.2.4.3. Labor.

4.2.4.4. Endpoint computer hardware to include but not limited to

4.2.4.4.1. Desktops.

4.2.4.4.2. Workstations.

4.2.4.4.3. Laptops.

4.2.4.4.4. Tablets.

Dell Response:

All Dell branded products include new system warranty. The Warranty period can range from 90 days to up to 5 years depending upon the customers desire for duration. We

also have additional Warranty offerings that can be extended on certain products as needed. In addition to warranty of hardware, Dell also offers our customers optional for Proactive and Predictive Support features, Proactive Maintenance, onsite diagnostics and personnel along with escalation management through our Technical Services organization.

Dell Technologies' PC support portfolio includes Basic Warranty, ProSupport, ProSupport Plus and ProSupport Flex offerings. Please reference the Feature Comparison chart below for additional details.

Dell ProSupport Suite for PCs

Feature comparison

	Basic Hardware Service	ProSupport	ProSupport Plus	ProSupport Flex ¹
Technical support through phone and online	Business hours	24x7	24x7	24x7
Hardware repair ¹	Varies	Onsite	Onsite	Flexible
Direct access to in-region ProSupport engineers		•	Priority Access	•
Single resource for software and hardware expertise ²		•	•	•
Command center monitoring and crisis management		•	•	•
SupportAssist & TechDirect technology enabled features for your Dell fleet³		•	•	•
• Self-service case management and parts dispatch		•	•	•
• Proactive automated issue detection, notification and case creation		•	•	•
• Visibility of asset base for easy management and alerts		•	•	•
• Early detection of performance issues with hardware and software utilization		•	•	•
• PC optimization with remote resolution (including BIOS & drivers)				•
• Predictive automated issue detection for failure prevention			•	•
Service Account Manager, support history and contract reporting ⁴			•	•
Hard drive retention after replacement ⁵			•	Optional
Repairs for accidental damage like drops, spills and surges ⁴			•	Optional

The Basic Warranty is a business hours hardware support service. With ProSupport and ProSupport Plus, customers receive 24x7 priority access to ProSupport experts for hardware and software issues. ProSupport also includes visibility of your entire Dell asset base for easy management and alerts, early detection of performance issues with hardware and software utilization, and automated issue detection and resolution through SupportAssist.

ProSupport Plus uses our AI-driven technology to predict issues before they become problems, allowing you to avoid downtime and end-user frustration. It also provides recommendations for upgrades on BIOS and drivers and allows you to act on those recommendations from a remote location. ProSupport Plus also includes a Service Account Manager (for customers with more than 500 ProSupport Plus devices), Accidental Damage and Keep Your Hard Drive, making it our most complete support service.

ProSupport Flex for PCs is tailored for large organizations with established helpdesks allowing you to supplement your team's capabilities with a relationship-based, scalable support plan. ProSupport Flex is ideal for organizations with robust IT teams and a fleet of Dell PCs.

The ProSupport Enterprise Suite (Server Warranty)

The enterprise landscape is changing rapidly, and the pressure to introduce new technologies into your organization while efficiently maintaining existing servers, storage and networking has never been greater. Big Data, virtualization, application modernization, modular infrastructure and cloud computing can result in substantial benefits, but they require an even higher level of expertise. A complex environment means complex processes – and more potential problems. The more you depend on technology, the more important it is to have the right support. The ProSupport Enterprise Suite offers:

- Flexibility to choose support based on criticality of specific systems and the complexity of your environment
- A central point of accountability for all your hardware and software issues
- Cross-domain experience that goes beyond a single piece of hardware
- Predictive, automated tools and innovative technology
- Consistent experience regardless of where you're located or what language you speak

With the ProSupport Enterprise Suite, you can get the most out of your investment with the support expertise and insights Dell is known for across the globe. The ProSupport Enterprise Suite doesn't just extend your IT team, it enables you to resolve IT questions and problems in less time.

Dell ProSupport Enterprise Feature Comparison	ProSupport	ProSupport Plus	ProSupport One for Data Center
Remote technical support	24x7	24x7	24x7
Onsite support	Next business day or Mission Critical	Next business day or Mission Critical	Flexible
Automated issue detection and case creation	•	•	•
Self-service case initiation and management	•	•	•
Hypervisor, Operating Environment Software and OS support	•	•	•
Priority access to specialized support experts		•	•
Designated Technology Service Manager		•	•
Personalized assessments and recommendations		•	•
Systems Maintenance guidance		Semiannual	Optional
Designated technical and field support teams			•

4.3. Specifications/Technical Requirements.

4.3.1. General

4.3.1.1. Proposals may be submitted for one, any combination of, or all of the following product categories:

4.3.1.1.1. Endpoint hardware such as desktop, workstations, laptops, tablets, peripherals

4.3.1.1.2. Server hardware

4.3.1.1.3. SaaS

4.3.1.1.4. PaaS

4.3.1.1.5. IaaS

4.3.1.1.6. VAR Software

Dell Response:

Dell is submitting a proposal for all categories listed in section 4.3.1.1. Detailed descriptions for SaaS/PaaS/IaaS and VAR Software is under section 4.3.6 (Non-Equipment Description).

Endpoint hardware such as desktop, workstations, laptops, tablets, peripherals

Operationally, our devices are used in all learning environments, on or off campus: For details on recommended devices in each scenario refer to [\(Higher Education Scenarios\)](#) and our device recommendations for specific use cases [\(Device Recommendations\)](#).

- Devices to meet Student, Faculty and Administrator needs - Latitude
- Collaborative and Active Learning Spaces - Latitude
- Computer Labs with Virtual Desktop Infrastructure – OptiPlex
- High Intensity Media and Engineering Applications - Precision
- Research using High Power Computing - Precision
- Augmented and Virtual Reality – Precision Mobile

Esports is providing new opportunities for students, from K-12 through Higher Education, to engage in team sports and develop essential skills needed for success. From competition to production to game design, Dell Technologies delivers end-to-end esports solutions to help your organization get in the game. [\(Esports Home Page\)](#).

Virtualized Labs through our Virtual desktop infrastructure (VDI) lab environments allow for a more efficient and flexible learning experience, while reducing downtime and centralizing management. [\(Case Study - Austin Community College, Univ of Arkansas, and VDI for Education\)](#).

Dell also provides a multitude of factory integrated services such as Custom Imaging, Modern Provisioning, Asset Tags and reporting. We offer Multipack and Warehousing Services for institutions with bulk orders. Dell also provides our customers Connected Configuration Services which enables our customers to perform real-time updates with Microsoft SCCM directly inside the Dell Configuration Center.

Additional success stories of how our products are used by multiple universities to aid their students can be found at the bottom of this link [\(Workforce Readiness Success Stories\)](#).



Server and Storage Hardware

Dell leverages a modern approach that helps Higher Education institutions get more value from centralized IT solutions, data lakes, predictive analytics and digital integration. Dell's capability to provide comprehensive data center and cloud solutions help institutions reduce complexity and cost. Dell transforms higher education IT environments:

- **Data Storage, management and protection** - Dell Technologies can streamline data management through customized enterprise content and records management, risk and compliance management, and data protection. We also can provide digital storage designed to satisfy workload and institutional needs for efficiency, performance and scalability.
- **Modern Data Center** - Dell Technologies offers automated hyper-converged platforms to modernize higher education data centers and deliver an automated Infrastructure and X-as-a-service model. This way, institutions can provide primary IT functions to users, partners and the community as a self-service catalog, even in combination with public-cloud and managed services.
- **Digital Campus (IoT)** - Higher education can bridge information islands using Internet of Things (IoT) technologies from Dell Technologies. Our edge computing and IoT experts work with universities on diverse projects. Dell Technologies and our partners offer state-of-the-art Smart City/Smart Campus software, edge compute/storage, and sensors for IoT data and advanced data analytics to gain actionable insights from it.
- **Transform your high-performance computing infrastructure.** From small liberal arts institutions to some of the world's largest Carnegie Research 1 institutions, faculty/researchers are pushing their discovery horizons with Dell Technologies high-performance computing (HPC) solutions.

Dell Servers Solutions ([Servers Home Page](#))

Dell's PowerEdge Server Portfolio is included in our RFP response. Our server offering includes:

- **Rack Based Servers** – PowerEdge R Servers
- **Tower Based Servers** – PowerEdge T Servers
- **Modular or Blade Based Servers** – PowerEdge MX/FX/VRTX and C Series
- **Specialty Compute Intensive Servers** – PowerEdge XE

- Industrial Grade Servers – PowerEdge XR Series
- PowerSwitch Server Connectivity

Hyper-Converged solutions: VxRail and Dell EMC Integrated System for Azure Stack Hub. These solutions combine storage, compute and networking into software defined infrastructure running VMware or Microsoft based hypervisor software.

Converged infrastructure: This simplifies IT Operations by integrating storage, compute, networking and data protection in a fully engineered and validated design from Dell Technologies.

Dell Storage Solutions [\(Storage Home Page\)](#)

Dell Technologies primary storage portfolio includes high-end, midrange and entry level solutions designed for block and file workloads such as databases and applications. Dell primary storage offers university IT staff the scalability, intelligence, and cloud integration needed to unlock the value of your institutional data. Accelerate your critical workloads from core to edge to cloud while decreasing application outages and reducing storage requirement with advanced deduplication.

- High-end – PowerMax and PowerFlex
- Mid-range – PowerStore, XtremIO, UnityXT, SC (Compellent)
- Entry level – PowerVault SAN

Unstructured Storage Solutions: Includes solutions for unstructured data such as file shares, home directories, archival, big data analytics, and object storage options. Note that Dell Technologies UDS solutions are designed to manage the rapid growth of unstructured data with flexible, easy-to-manage frameworks. Efficiently consolidate a wide range of file and object storage workloads at any scale while enhancing the performance of the most demanding workloads.

- PowerScale (Isilon) - All-flash nodes along with Isilon all-flash, hybrid or archive nodes
- ECS – Scalable and geo-distributed object storage platform
- Streaming Data Platform - All data, regardless of source or type, is ingested into one engine and transformed into unified streams for easy access and management.
- ObjectScale – State-of-the-art Software-defined, Kubernetes-native object storage for VMware and Red Hat Linux.

PowerProtect and Data Domain family of storage data protection solutions give you the peace of mind knowing that your data is safe. A host of Storage Management Solutions aid in configuring and managing your storage network.

4.3.1.2. Indicate ability to provide an internet website to University users with access to products to include but not limited to:

4.3.1.2.1. Descriptions.

4.3.1.2.2. Options.

- 4.3.1.2.3. Specifications.
- 4.3.1.2.4. Configurations.
- 4.3.1.2.5. Availability.
- 4.3.1.2.6. Pricing.
- 4.3.1.2.7. Quotes.
- 4.3.1.2.8. Electronic submission of orders.
- 4.3.1.2.9. Order tracking.
- 4.3.1.2.10. Invoices.

Dell Response: NAU has a Premier page (RC960442) and currently places online orders. The Premier Page is our online ordering system that's customized for each customer and offers standard configurations at preset discounted pricing, that reflects the NAU contract agreement. In addition to standard configurations, Premier can also be enabled to offer other non-standard options. Standard configurations can further be customized with specific upgrades or downgrades.

Standard Configurations

Standard Configurations

1 configuration is currently available. Click here to view your contract pricing details.

Sort By: Default

Category	Name	Product	Created by	Price	Buttons
Monitors	Dell 27 Monitor (E2722H)	E2722H 27" Monitor	Del	\$155.21	Add to Cart Configure & Buy
Monitors	Dell 27 Video Conferencing Monitor (E2722H)	E2722H 27" Video Conferencing Monitor	Del	\$446.39	Add to Cart Configure & Buy
Monitors	Dell 24 Video Conferencing Monitor (E2422H)	E2422H 24" Video Conferencing Monitor	Del	\$322.99	Add to Cart Configure & Buy

Standard Configurations

1 configuration is currently available. Click here to view your contract pricing details.

Sort By: Default

Category: Server Configurations

Name	Product	Created by	Price	Buttons
Dell Power 5000	OptiPlex 5000 Tower and Small Form Factor	Del	\$840.00	Add to Cart Configure & Buy

Quotes / Electronic submission of orders

DELLTechnologies

PREMIER

Turn quotes into orders quickly and easily.

Retrieve the quotes provided by your Dell Technologies account team, in addition to quotes that you create online, all on your secure Premier portal.

Get your orders underway online 24/7, reduce order processing and ensure faster IT delivery to your business.

Not available for Global Partner sites.



SAVE TIME

Increase speed and productivity by managing all your Dell quotes online. No need to email or fax anymore.

1

Sign in to Premier from your mobile or desktop device and go to "Quotes"



TAKE CONTROL

Leverage self-service to order your quotes, track all your Dell orders and even download your packing slips or invoices.

2

Enter the quote number provided by your Sales Rep.



GET IT FAST

Speed up delivery and stay informed with real-time updates throughout the fulfillment process.

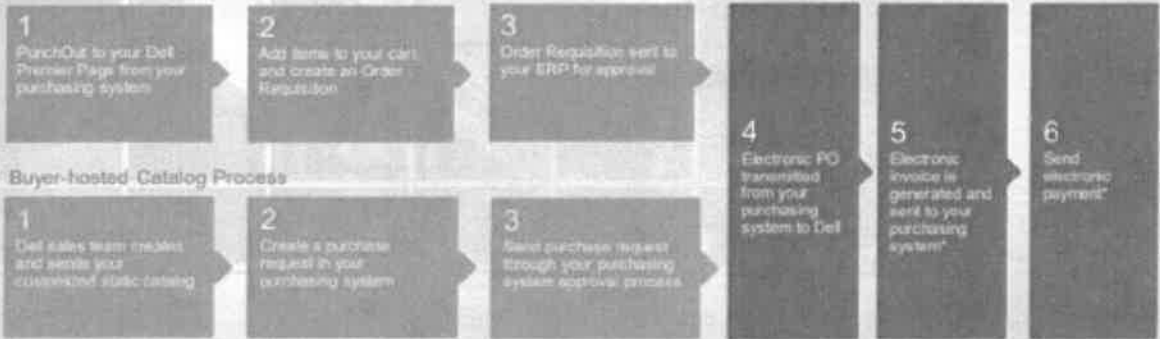
3

Add to Cart and proceed to checkout.



Customer Ordering Process Options

PunchOut Catalog Process (recommended)



PunchOut Catalog Process (recommended)

Hosted and maintained by Dell, offering you a customized online catalog of your approved products, pricing and configurations. Integrated into your existing procurement application, processing and approvals are automated, reducing cycle time.

Buyer-hosted Catalog Process

For customers who can not implement Dell's recommended PunchOut solution, Dell can create a customized buyer-hosted catalog file that can be imported directly into most procurement applications.

Order tracking / Invoices

Track your orders with ease

Get tracking information and review previous orders

- Quickly check the status of your orders
- Access order status details within the past 2 years by customizing the filter drop down menu options
- Manage your orders with ease (view packing slip, request an invoice, initiate returns...)
- Click on the order number to access more useful links (contact customer support, print...)


Order Number	Order Date	Order Status	Order Amount	Order Type
12345678	10/15/2011	Shipped	\$1,234.56	Standard
87654321	10/10/2011	Cancelled	\$567.89	Standard
11111111	10/05/2011	Shipped	\$987.65	Standard
22222222	10/01/2011	Shipped	\$456.78	Standard
33333333	09/28/2011	Shipped	\$1,567.89	Standard

Track your orders with ease

For all orders placed online with your Dell Premier page, Dell will provide the following confirmations via email.

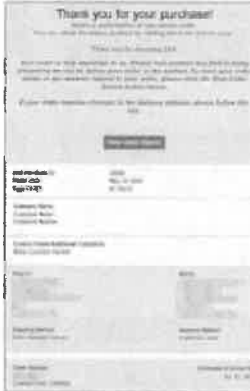
1 **Order Acknowledgement**

Notifies that Dell has received the order




2 **Order Confirmation**

Includes order confirmation and details, including order number and estimated ship date



3 **Order Ship Notification**

Confirms that order is shipping, and provides tracking information



4.3.2. Equipment

4.3.2.1. Indicate ability to provide computer equipment, delivery, and service to statewide campuses located within the state of Arizona.

4.3.2.1.1. If not, describe why or how you may be able to meet this requirement.

Dell Response: Dell has the ability to service customers / Universities located across the State of Arizona. Dell is currently servicing NAU and many Universities / Community Colleges across the State that are utilizing this contract. We have comprehensive account management and delivery teams that service over 300 SLED customers in Arizona. We also currently do business with roughly 40 institutions of higher education throughout Arizona.

4.3.2.2. Indicate ability to provide quarterly updates to the University on potential equipment upgrades, technology updates, and roadmaps for upcoming products.

4.3.2.2.1 If not, describe why or how you may be able to meet this requirement.

Dell Response: NAU's dedicated Dell account team will provide quarterly roadmaps to provide visibility on the new products as well as end-of-life timeframe on the older products. These roadmap sessions will be tailored to the current client systems, peripherals, and infrastructure products NAU is ordering and provide insight into other solutions the university may consider purchasing. These sessions can be done remotely, or in person; at NAU's discretion. We are open to participation in additional meetings outside of these quarterly roadmap presentations to assist the university and collaborate on strategic projects.

4.3.2.3. Describe in detail:

4.3.2.3.1. Equipment offered.

Dell Response: Dell Technologies is the right partner that offers the best-in-class devices, accessories, and end to end comprehensive services from pre-sales consultation, deployment services, post deployment warranty and maintenance services, and finally asset retirement and disposal. Our proposal consists of:

RFP Requirement	Proposed Product
1.1 – Laptop 14 inches	<p><u>Dell Latitude 5430 XCTO Base</u> <u>For complete details, refer to attached Quote #: 3000119776535.1</u> Intel vPro Enterprise with Intel Core i5-1245U (10 Core) 1.60 GHz to 4.40 GHz Windows 10 Pro (Includes Windows 11 Pro License) i5-1245U vPro, Intel Iris Xe Graphics, Thunderbolt 16GB, 2x8GB, DDR4 Non-ECC M.2 256GB PCIe NVMe Class 35 Solid State Drive EPEAT 2018 Registered (Gold)</p>
1.2 – Laptop 15 inches	<p><u>Dell Latitude 5530 XCTO Base</u> <u>For complete details, refer to attached Quote #: 3000119776531.1</u> Intel vPro Enterprise with Intel Core i5-1245U (10 Core) 1.60 GHz to 4.40 GHz Windows 10 Pro (Includes Windows 11 Pro License) i5-1245U vPro, Intel Iris Xe Graphics, Thunderbolt 16GB, 2x8GB, DDR4 Non-ECC M.2 256GB PCIe NVMe Class 35 Solid State Drive EPEAT 2018 Registered (Gold)</p>
1.3 – Tablet (10-13 inches) Touch Screen	<p><u>Dell Latitude 7320 Detachable</u> <u>For complete details, refer to attached Quote #: 3000119776537.1</u> 11th Generation Intel(R) Core(TM) i5-1140G7 (4 Core, 8M cache, base 1.8GHz, up to 4.2GHz, vPro capable) Windows 10 Pro (Windows 11 Pro License Included) 11th Gen Intel Core i5-1140G7 Vpro and 16GB Memory, Intel Iris Graphics 16 GB, LPDDR4X SDRAM, 4267MHz (on board) M.2 256GB PCIe NVMe Class 35 Solid State Drive EPEAT 2018 Registered (Gold)</p>

1.4 – Desktop	<p><u>Dell Optiplex 5000 Small Form Factor – quote # 3000119776536.1</u> 12th Generation Intel Core i5-12500 (6 Cores/18MB/12T/3.0GHz to 4.6GHz/65W) Windows 11 Pro, English 16GB (2x8GB) DDR4 Non-ECC Memory M.2 2230 256GB PCIe NVMe Class 35 Solid State Drive EPEAT 2018 Registered (Silver)</p> <p><u>OptiPlex 5000 Tower – Quote # 3000119776534.1</u> 12th Generation Intel Core i5-12500 (6 Cores/18MB/12T/3.0GHz to 4.6GHz/65W) Windows 10 Pro (Includes Windows 11 Pro License) English 16GB (2x8GB) DDR4 Non-ECC Memory M.2 2230 256GB PCIe NVMe Class 35 Solid State Drive EPEAT 2018 Registered (Silver)</p>
1.5 – Server	Dell PowerEdge R750

Dell Latitude 5430 and 5530 Laptop



- **Smaller and lighter:** We've shrunk the dimensions of the Latitude 5000 series without sacrificing power or performance.
- **Up-level your presentation:** Present flawlessly with the optional FHD webcam and high-performing mics.
- **Ultimate views:** The display is packed with features designed to keep you focused on your work with four-sided narrow bezels, an anti-glare screen and a camera shutter for privacy.
- **Our most sustainable Latitude:** The Latitude 5000 Series use 21% bioplastics from trees within the lid by utilizing Tall Oil from the papermaking process.
- **Work fast, stay cool:** Dell's unique Dual Opposite Outlet fans provide revolutionary cooling in a compact size. Side venting increases efficiency and maximizes airflow to improve system response time, battery life and quietness.

Dell OptiPlex Small Form Factor & Tower



OptiPlex desktops are built with 29 years of customer-led innovation and proven reliability. OptiPlex is a pioneer in quality testing and a dependable partner through committed life cycles. Plus, embedded and optional security solutions make OptiPlex a part of the world's most secure computer fleet.

OptiPlex was the first Dell product to be made with recycled plastic in 2007 and the first to use materials from a closed-loop supply chain in 2014. Today, OptiPlex contains up to 60% recycled material, meets Energy Star 8.0 specifications, and has more than 60 EPEAT-registered products and 50 TCO 8 Certified configurations.

- All-in-ones - Work in comfort with an ergonomic stand and Low Blue Light (LBL) capable displays.
- Micro form factors - Hide it inside a monitor stand for a minimalist desktop solution.
- Thin Clients - Sleek and mighty desktop thin client optimized for Dell cloud client solutions.
- Towers & small form factors - Powerful desktops offer flexible configurations and expandable 3DP and DDR5 memory options.

Dell PowerEdge Server

Rack Servers
PowerEdge rack servers maximize performance across the widest range of applications and are optimized to power your systems to work together and independently. Also offered as pre-configured, tested and certified vSAN Ready Nodes.

Tower Servers
PowerEdge tower servers offer the ideal performance, versatility and quiet operation for small, large and remote offices. Available in a range of sizes, from mini towers to rackable blade forms.

Modular Infrastructure
The PowerEdge modular design allows you to easily scale, deploy and manage your infrastructure while reducing operating costs. Create your future-ready data center with easily expandable compute, networking and storage.

Specialty Servers
Our newest addition to the PowerEdge family, PowerEdge DG servers are purpose-built for complex, flash and compute-intensive workloads at the network edge.

Rugged Servers
Robustly create Dell PowerEdge servers are built to withstand the extreme heat, dust, shock and vibration of factory floor, construction sites, mobile command centers and other extreme environments.

Management Solutions
Take control and automate the full IT lifecycle with the OpenManage portfolio. Increase the productivity, reliability and cost effectiveness of your servers while making IT operations more efficient.

4.3.2.3.2. Communication method to notify the University of product changes with a minimum of three (3) month notice.

Dell Response: Per section 4.3.2.2, NAU's dedicated Dell account team will provide quarterly roadmaps to provide visibility on the new products as well as end-of-life timeframe on the older products.

4.3.3. Services

4.3.3.1. Indicate ability to provide to the University services to all statewide locations

4.3.3.1.1. If not, describe why or how you may be able to meet this requirement.

Dell Response: Dell has the ability to service customers / Universities located across the State of Arizona. Dell is currently servicing NAU and many Universities / Community Colleges across the State that are utilizing this contract. We have comprehensive account management and delivery teams that service over 300 SLED customers in Arizona. We also currently do business with roughly 40 institutions of higher education throughout Arizona. Dell has approximately 420 employees in the State and a local office in Scottsdale, AZ.

4.3.3.2. Indicate ability to perform equipment services to include but not limited to:

4.3.3.2.1. A toll-free service support telephone line.

4.3.3.2.2. Guaranteed response time.

4.3.3.2.3. Technical assistance available to the University.

4.3.3.2.4. Provisions for spare parts to be stocked at the University.

4.3.3.2.5. Ability to provide parts and/or service on a next business day basis for both warranted and non-warranted systems.

4.3.3.2.6 Priority escalation processes for both warranted and non-warranted systems.

4.3.3.2.6.1. If not, describe why or how you may meet this requirement.

Dell Response: Dell acknowledges.

4.3.3.2.1 Dell technical support can be contacted via telephone, email or chat.

Customer service: 1 (800) 624-9897

Technical support: 1 (800) 999-3355

4.3.3.2.2. Dell offers 24/7 support. Please refer to the Basic and ProSupport warranty documents outlined in section 4.2.4, for additional details.

4.3.3.2.3 Yes, Dell offers technical assistance. The levels of technical assistance vary based upon the level of warranty support chosen by the university.

4.3.3.2.4. We understand NAU does much of the service work on their own systems. In order to make service work easier, Dell can provide a spare parts locker on-site.

4.3.3.2.5. Dell is able to provide parts and service on a next day basis. Parts and service depend upon the level of warranty selected by the university.

Out of warranty support and parts can be purchased for an additional fee.

https://i.dell.com/sites/csdocuments/Legal_Docs/en/us/basic-hardware-service-commercial-sd-en.pdf

https://i.dell.com/sites/csdocuments/Legal_Docs/en/us/prosupport-for-client-sd-en.pdf

4.3.3.2.6 Help a Customer (HAC) is a Dell internal process for escalating technical support issues.

4.3.4. Delivery

4.3.4.1. Describe in detail:

4.3.4.1.1. Order lead-times.

Dell Response:

Order Entry to Delivery (Business Days):

LOB	Latitude	OptiPlex	Power Edge
	14	12	13

Notes:

- Table indicates target Order-to-Deliver begin at Dell order number assignment (in business days);
- These lead times are "estimates" that can vary depending on many variables but are 90% accurate.
- For post-manufacturing configuration services add 2-7 business days;
- Order-to-Deliver targets are standard business days and exclude locally observed holidays;
- For rugged Latitude add 4 business days to Latitude;
- Targets are based on standard shipping (i.e. ground in US);
- All delivery lead times listed are to first delivery location;

Exclusions:

- Please note that these estimated lead times may be extended, or delays can occur for: (1) large un-forecasted orders, (2) force majeure event, (3) delay caused by Customer or its affiliates; and/or (4) industry shortages and other events outside Dell's reasonable control.
- Please note that the estimated lead times do not apply to the following situations: (1) Rack and Stack projects, (2) Customer requested change after order entry, and (3) Employee purchase plan or non-revenue generating orders.

4.3.4.1.2. Claim procedures.

Dell Response:

When our customers run into issues with product damage during shipping or wrongful shipments, Dell will review the case and provide a quick solution to resolve the claim. Customers have multiple options, they can either contact customer service directly, or they can connect with the ISR. The ISR will in turn file a customer claim and follow-up for resolution.

4.3.4.1.3. Timelines to replace lost or damaged shipments.

Dell Response:

When our customers run into issues and need to replace either a lost or damaged shipment, we recommend placing a claim through the ISR. The ISR can escalate and ensure the replacement is shipped at the earliest availability.

4.3.5. Returns

- 4.3.5.1. Indicate if products returned within thirty (30) days of the shipping date will be accepted for a full refund or product replacement.

Dell Response: 30-Day Return Period for Certain Products and Accessories: Unless you have a separate agreement with Dell, or except as provided below, all hardware, accessories, peripherals and parts may be

returned if requested and approved by Dell within 30 calendar days from the date on the packing slip or invoice for a refund or credit of the purchase price paid. Note that your refund or credit may be reduced by the amount of shipping and handling fees and any applicable restocking fees (as further described below). Any product returned to Dell **without prior authorization** from Dell will be considered an **unauthorized** return, and you will not receive a refund or credit for the product and Dell will not ship the product back to you. For instructions about requesting a return, see "How to Return a Product" below. **All approved returns must be received by Dell within 30 calendar days of the return approval date otherwise the amount of refund or credit may be reduced or eliminated if the product(s) are returned late.**

Restocking Fees: Unless the product is defective or the return is a direct result of a Dell error, Dell may charge a restocking fee of 15% of the purchase price paid less shipping and handling, plus any applicable sales tax, which would be applied through a total reduced refund or credit.

Please refer to the Appendix A for detailed information about Dell's Return Policy, processes, and procedures.

4.3.5.2. Describe return process.

Dell Response: How to Return a Product: Before returning a product, you **MUST** first contact Dell customer service and obtain a Credit Return Authorization (CRA) number before the end of the applicable return period. Dell will not accept returns without a CRA number. To find the appropriate phone number or to send an email to customer service to request a CRA number, go to www.dell.com/contactus or see the "Contacting Dell" or "Getting Help" section of your customer documentation. To initiate a return online, please [click here](#).

NOTE: You **MUST** follow these steps when returning a product:

- Ship the product to Dell. Please note that all approved returns must be received by Dell within 30 days of the date that Dell issues the return authorization and instructions.
- Ship back all products you are seeking to return to Dell and for which you received a CRA number. For partial returns, your refund or credit may be less than the invoice or individual component price due to bundled or promotional pricing or any unadvertised discounts or concessions.
- Return the products in their original packaging, in as-new condition, along with any media, documentation and any other items that were included in your original shipment.
- For customers returning a TV, the TV must be returned in the original packaging it was received in (including box and protective cushioning). If you do not have the original packaging, you must provide separate packaging.

- For commercial customers, you must ship the products at your expense, and make sure the shipment is insured, or accept the risk of loss or damage during shipment.

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

Please refer to the Appendix A for detailed information about Dell's Return Policy, processes, and procedures.

4.3.5.3. Provide samples of return forms with Proposal.

Dell Response: Before returning a product, you MUST first contact Dell customer service and obtain a Credit Return Authorization (CRA) number before the end of the applicable return period. Dell will not accept returns without a CRA number.

Please refer to the Appendix A for detailed information about Dell's Return Policy, processes, and procedures.

4.3.6. Non-Equipment

4.3.6.1. Provide the following:

4.3.6.2. SaaS offerings.

4.3.6.3. PaaS offerings.

4.3.6.4. IaaS offerings.

4.3.6.5. VAR Software offerings.

Dell Response:

SaaS / PaaS / IaaS – Offerings from Dell Financial Services

Dell Financial Services Overview

Dell Financial Services, L.L.C. (DFS) is a dedicated financial services entity focused on the financial and technology management needs of Dell's customers. Obtaining computer equipment is only the beginning. DFS provides a variety of payment solutions that allow our customers to acquire multi-vendor hardware, software and services.

Our flexible payment solutions offer an end-to-end solution across Dell Technologies in addition to products from other manufacturers or vendors hardware, software and services.

Over the past twenty-five years, DFS has originated over \$90 billion in leases. Annually we fund over \$8 billion in revenue and we currently have \$12.5 billion in managed assets. DFS operates in over 50 countries with 1500 employees around the globe.

Our mission at DFS is to help Northern Arizona University get the technology it needs today and expand acquisition opportunities within current budget allocations. NAU will

find a wide range of flexible programs all aimed at making acquisition easy and affordable, whether you are on a regular rotation program, unsure of your long-term plans, or seeking an affordable method of financing equipment, software, and related services. Our portfolio of payment solutions can help you meet business challenges. DFS is committed to your success.

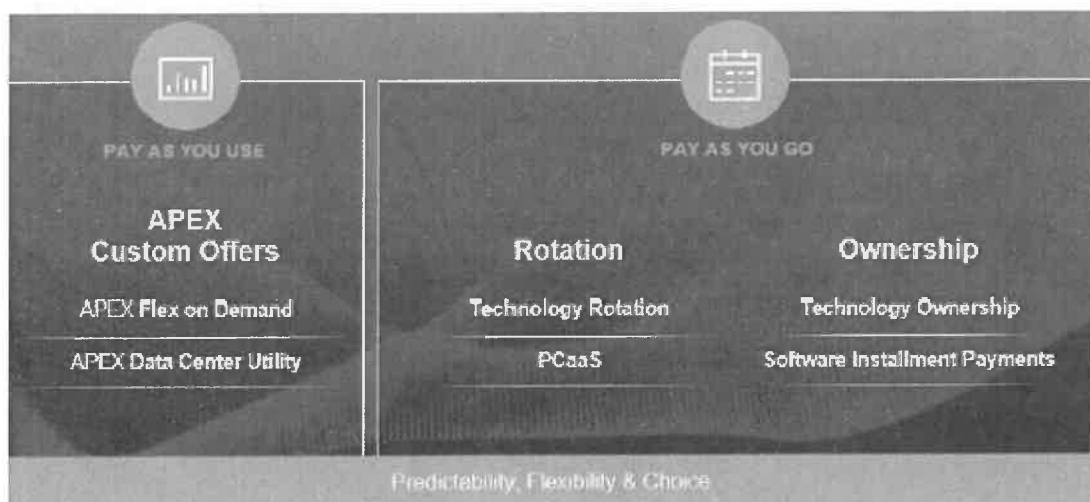
Flexible Payment Solutions Enabled by DFS

DFS' payment programs offer flexible end-of-term options designed to suit each entity's unique needs. Payment terms are generally from 24 through 60 months and are tailored to match the essential useful life of the equipment to the payment term. Payments can be billed monthly, quarterly, semi-annually or annual, in advance.

Organizations are continually being asked to do more with less. Being able to spread technology costs over time in a foreseeable way, even when workloads are variable can be a valuable strategy to maximize cashflow. DFS solutions allow for simplified and predictable budgeting, billing, and technology lifecycle management from desktop to data center.

When we look closer at our flexible payment solutions, we group them into two main categories,

Pay as you go and Pay as you use. **Pay as you go** solutions are structured and allow for immediate technology acquisition that is paid for over time. Included in this category you'll find solutions for Technology Rotation (Lifecycle management), Technology ownership, and flexible ways to pay for software and software license agreements. **Pay as you use** solutions are designed to manage variable workloads and allow technology to be billed as it is consumed or used. This can be done at the technology level or across an entire Datacenter.



Pay as You Go Solutions

These solutions are ideal for predictable and stable workloads but can be structured in different ways to accommodate different needs.

Technology Rotation

Lowest total cost of ownership with multiple structures to support different business cases

Technology Rotation is a business strategy enabling organizations to maintain liquidity, take advantage of current-state technology, and contribute to the circular economy. When you choose a technology rotation strategy, you can structure payments to align to business needs. Whether you need payments to start small and grow as your business grows, you want to align payments with deployments, or you want to simplify billing and asset management, we can customize a solution that meets your exact needs. By utilizing Technology Rotation, organizations can accelerate and enhance digital transformation with a planned refresh of assets that can help overcome challenges throughout the technology lifecycle.

Technology Ownership

Complete, simplified structured solutions that can improve cash flow

In some instances, it makes sense to own technology. In that case, our technology ownership solution provides a simple structure for you to spread costs over time rather than incurring up front costs. Complete systems including hardware, software, and services can be purchased this way.

PC as a Service Lifecycle Management

Dell PC as a Service (PCaaS) delivers a modernized employee experience with a single, predictable price per unit per month.

PCaaS combines the latest hardware, software, lifecycle services and financing into one all-encompassing solution. PCaaS offers one-stop financing for PC hardware, software and services:

- Financing that is seamlessly integrated into the PC lifecycle management process
- Flexible financing options (flex up, down and mid-term upgrades for more than 300 units)
- 36 and 48 month terms
- Dedicated experts with technical knowledge and financial acumen

Software Installments

Lock in costs while beating budget constraints with publishers' pre-paid and multi-year maintenance discounts

Our Software Installment payments allow you to pay for and access software in more flexible ways. Payments can be tailored to meet your needs including deferrals and can be set monthly or annually. These installments can be applied to software with or without the purchase of hardware and can also be applied to license agreements. (example TLA, ELA)

Payment Flexibility Program

Increase buying power through low rate promotions and payment deferral offerings

Whether you are choosing a rotation or ownership strategy, we realize that flexibility is KEY.

We have created a **Payment Flexibility Program** to ensure that you will be able to address budget constraints by taking advantage of low rate promotions. When cash flow is limited, deferrals can help keep budgets on track and in uncertain business climates you might be hesitant to make a long-term commitment so we are offering shorter terms.

APEX Custom Pay as You Use Solutions

These payment solutions are designed for less stable and less predictable workloads.

APEX Flex on Demand

Customers are often looking for a solution that allows them to pay for only what they truly use. Flex on Demand offers elastic capacity and pay for use economics. Many customers looking to take advantage of public cloud economics and flexibility turn to Flex on Demand. With Flex on Demand you can take advantage of:

Elastic Capacity

Provision the right-sized amount of capacity for workloads that shrink and grow over time – committed capacity can be adjusted as needs evolve

Metered Usage

Buffer capacity is measured at the technology level and is billed by average or actual usage preventing overspending for underutilized capacity

More Savings

Determine the level of commitment right for your organization and drive lower usage charges by selecting higher levels of committed capacity and longer usage periods

Value Added Services

Include asset recovery, deployment and support services in one agreement

APEX Data Center Utility

Our Data Center Utility offering provides customers with the highest levels of customization and flexibility. It often includes multiple data center technologies deployed by the customer. Data Center Utility can be deployed with no minimum committed capacity which allows the customer to benefit from maximum scale up and scale down flexibility. The offer includes enhanced billing and reporting, and a Delivery Manager is assigned to the customer account by DFS. Managed services may be part of the offering, but services are not mandatory. As a result of maximum customization and flexibility, Data Center Utility typically drives a premium cost vs. purchase, rotation and other Flexible Consumption offers discussed earlier.

Product availability

Highest degree of customization to address your organizations requirements across an entire IT ecosystem

Commitment thresholds

Scale up or down as required by business demand with or without contract provisions for committed capacity

Minimum deal size

Includes enhanced billing and reporting with a Delivery Manager assigned to each

account.

Response to Specific RFP Provisions

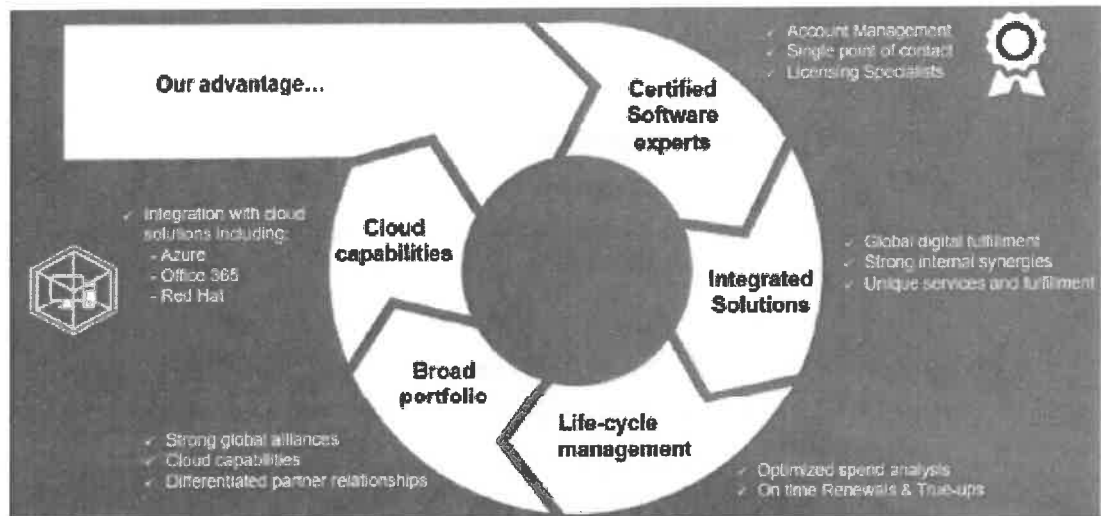
Many of the terms and conditions presented in the RFP are applicable to straight procurement/purchase transactions and not to financing. The leasing arrangement will establish a long-term (beyond net 30 days) financial relationship between DFS (the Lessor) and Arizona Board of Regents for and on behalf of Northern Arizona University (the Lessee). *Therefore, the terms and conditions of the duly executed DFS Lease Agreement # 4251743 shall take precedence over any other terms and conditions. A copy can be provided upon request.*

Dell may offer a direct or indirect flexible consumption-based models as an alternative flexible payment solution under a separate Master Flexible Consumption Agreement ("MFCA") with Dell. Any flexible payment solutions will be subject to the terms and conditions of the MFCA only, a copy of which is attached in the Appendix C. Eligible Organizations shall negotiate the terms and conditions of such flexible payment-solution with Dell Financial Services L.L.C. ("DFS") directly, including, but not limited to, the MFCA, any flexible consumption schedule ("Schedule"), and any other documentation that may be required for such transaction. Dell offers state and local governments a variety of consumption-based payment solutions under the MFCA that are designed to help optimize IT spend and solve business challenges. The Parties recognize that the MFCA and any Schedule entered into by the Parties thereunder are separate and independent agreements between the Eligible Organization and Dell, with the terms thereof constituting the entire agreement for such flexible consumption. To the extent of any conflict or inconsistency between the terms of the MFCA and the terms of this Agreement, the terms, and conditions of the MFCA will prevail for consumption-based offerings only. The MFCA, sample Schedules, and any other documentation that may be applicable are attached in the Appendix C.

VAR Software – Dell Partner Software Solutions for Higher Education

Dell Partner Software has been serving customers, including educational entities, since 1984, the year when Dell was founded. We make it easy to source traditional and cloud-based software licensing offerings through expertise, reach and influence.

Thousands of educational entities, ranging from large university systems to local school districts, entrust Dell with software needs, ranging from the management of large agreements involving thousands of users to simple one-time transactions. Dell's extensive experience working with software publishers and our customers enables us to efficiently navigate the complexities and processes of software licensing and help advocate for our customers. Within Dell Software, we have an entire organization dedicated to state and local government and educational accounts. This organization is staffed with capable, experienced, industry-savvy, and customer service-oriented people who understand that state and local customers have unique needs when it comes to budgeting, procurement and payment processes, dissemination of knowledge and information, and many other agency-specific items.



Dell Partner Software provides our customers with the industry's best customer experience along with a number of value-added services—all free of charge. Dell Partner Software also delivers value to our customers by making sure all members of our sales and customer service team receive ongoing training and earn industry certifications from the major manufacturers.

Dell Partner Software is the highest-level partner with major manufacturers including Microsoft, Adobe, VMware, Ivanti, Red Hat, BMC, Citrix, McAfee, and more. In fact, we sit on the advisory boards of most IT giants. It is not uncommon for manufacturers designing a new Volume License Agreement to consult with Dell Partner Software.

We offer a strong portfolio of software products and serve as a trusted advisor to our customers throughout the software procurement and implementation lifecycle. We offer comprehensive software portfolio management, license management, and assistance to enable our customers to optimize spend through expert guidance.

4.4. Performance Standards.

- 4.4.1. Equipment substitutions of equivalent or better quality may be offered at an equivalent or lower price but substitutions must be authorized by the University prior to processing of order.

Dell Response: Dell Acknowledges.

When a Standard Configuration reaches the end of its life cycle ("EOL") during the term of this Agreement (or if a Standard Configuration is unavailable during the life cycle of such Standard Configuration), Dell will work with the University in good faith to promptly develop a plan for a transition to a comparable replacement (based on objective and industry-recognized performance criteria). The parties may make an equitable adjustment to prices in the event of industry-wide shortages in materials or resources, increases in the cost of manufacturing, or other factors outside Supplier's control (including without limitation, tariffs).

- 4.4.2. Operation and installation documentation to be provided prior to or upon delivery of product. Documentation to include equipment configuration with complete hardware specifications.

Dell Response: Dell acknowledges.

- 4.4.3. Proposer to provide certified equipment warranty services and OEM parts on a next business day basis through one or both of the following methods:
- 4.4.3.1. An ISO 9000 or greater compliant service provider certified on all hardware offered.
 - 4.4.3.2. Certification to be given to the University to service all hardware offered.
 - 4.4.3.3. Provide method of compensation to the University per incident for warranty services performed by the University.
 - 4.4.3.3.1. Proposer to provide technical training and certifications after completion of training.
 - 4.4.3.3.2. Proposer to indicate ability to provide certification to University staff.

Dell Response:

Tech Direct is a Dell self-service portal offering technical support and deployment capabilities for client systems. <https://tdm.dell.com/portal>

Tier 1 – Full featured part dispatch service which includes international part dispatch support, dispatch reporting and tracking, plus dispatch status support- no enrollment fees

Tier 2 – Same features as Tier 1 plus labor reimbursement on a per dispatch basis. Tier 2 – Annual payment of \$1500 USD or equivalent in local currency (which is waived for NAU).

Labor remits are tiered to the service level: Highest remits are paid on systems with ProSupport*.

Certifications: There are no fees associated with the certification courses required for technicians and Administrators to dispatch replacement parts. Certification must be completed before a Technician or Administrator can request a dispatch. Dell requires an account to have a minimum of two techs to become Dell certified.

- 4.4.4. In the event of substandard performance of product, as determined by the University, Proposer to provide new replacement product at no cost. Substandard performance to be defined as:
- 4.4.4.1. Three (3) or more incidents/occurrences of system failure requiring service over a period of thirty (30) consecutive calendar days as documented by the University.
 - 4.4.4.2. Server hardware down time equal to or exceeding three (3) working days.

Dell Response:

For standard configuration products purchased directly from Dell, in the event Dell has repaired the same product three (3) times for the same hardware defect within a one (1) year

from the date of shipment, and if the product fails again for the same defect, Dell will replace the entire product upon written request.

This provision will apply only to hardware product failures: (1) that are verified by Dell, (2) are covered by Dell's warranty, (3) for which Dell has dispatched replacement parts, and (4) where a request for replacement has been received by Dell within thirty (30) days of the third failure.

Dell will expedite manufacturing and shipping of the replacement system and will be responsible for related shipping costs.

4.5 Accessibility and Information Technology Security Requirements.

4.5.1. All e-learning and information technology ("Technology") developed, purchased, upgraded or renewed by or for the use of the University shall comply with all applicable University policies and Federal and State laws and regulations including but not limited to Section 504 of the Rehabilitation Act and Title II of the Americans with Disabilities Act; all of which are applicable to all benefits, services, programs, and activities provided by or on behalf of the University. The Successful Proposer shall also comply with the Web Content Accessibility Guidelines 2.1.

4.5.2. Proposals should provide a platform that complies with accessibility accommodations. <https://in.nau.edu/disability-resources/>

Dell Response: Dell Technologies is committed to providing accessible products in support of our goal of full compliance to the legal and industry standards applicable in the countries where Dell products are sold. Dell's purpose is to deliver technology solutions that enable people everywhere to grow and thrive. This purpose includes making technology available that promotes accessibility by people with disabilities.

Dell Technologies is committed to ensuring digital accessibility for people with disabilities. We are continually improving the user experience for everyone and applying the relevant accessibility standards. The commitment of Dell to diversity and to provide the best customer experience helps us to remain competitive in the marketplace. Dell can appreciate and respond to the needs of customers impacted by disabilities since the company itself reflects a myriad of skills, experiences, backgrounds and styles — all of which promote an environment of inclusion and respect for the many different people and cultures Dell and its employees encounter every day. Dell employs people impacted by disabilities as part of our dedication to inclusion in the workplace, and we maintain a focus of providing accessibility statements on many of our products.

Dell Technologies Accessibility policy can be found here: <https://www.dell.com/learn/us/en/uscorp1/accessibility>

4.5.3. Proposers shall complete the RFP Technical and Accessibility Requirements RFP upon University request.

Dell Response: This form will be submitted upon the Universities request, based on questions and answers in Addendum 2.

4.5.4. If the proposed platform is cloud based, the Higher Education Cloud Vendor Assessment Tool will be required.

Dell Response: Not Applicable. The proposed Dell hardware products are not cloud based.

4.6 Additional Services. Proposer may offer additional goods and/or services not specifically requested in this RFP, including associated costs. The University shall determine, in its sole discretion, which additional goods/service options are the most beneficial from both a cost and service standpoint, and may further negotiate these options to include or omit, at any time throughout the Contract or any renewal term, dependent on the needs of the University.

Dell Response:

In addition to the requested services, we have the full capability to offer end-to-end deployment services, at both Dell / Partner facilities or on-site at customer facilities.

Options include:

- **Client Configuration Services**

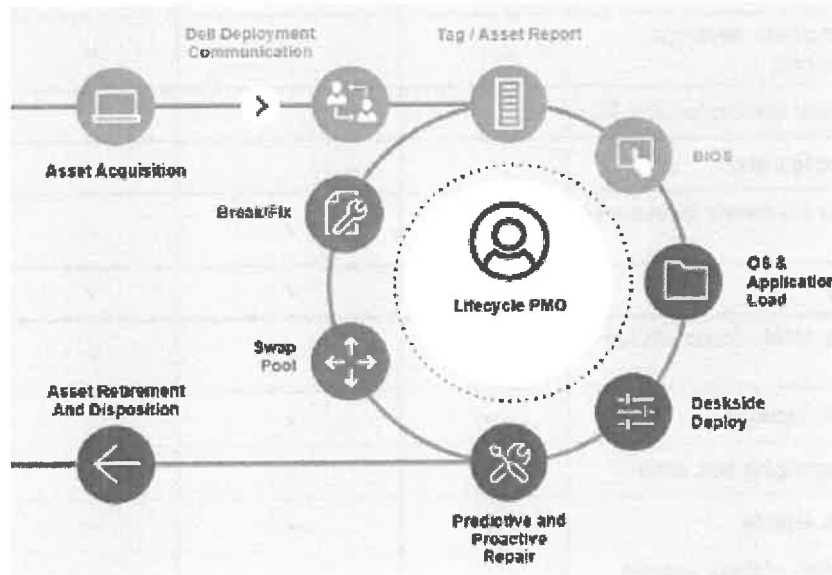
- **Asset tagging:** Dell can print and apply an asset label to the system case. These tags typically contain helpful information for end users, IT teams or asset controllers. These enable you to track systems from our factory to employees' workspace, where-ever that happens to be. PCs can be followed as they are re-purposed and continues to the day the system is retired.
- **Asset reports:** Contain key information about the systems being ordered. Asset reports enable you to easily integrate new PCs into asset management systems and serve as a useful tracking tool for systems shipped. Combined with an asset reporting service, this allows you to automate the control of asset management.
- **Custom Image load:** We offer a suite of image loading options from factory installed static images to more customized connected configurations, including cloud driven options.
- **Bios Settings:** We can help ensure your systems have the correct BIOS settings, OS settings and versions of applications. We can even partition your hard drives in the most common increments. As a result, every employee's PC looks as it should to your IT staff. A consistent environment is an efficient environment, and we are all about making that easy to achieve.
- **PC Laser Etching:** Laser Etching allows you to engrave an image or log, such as the state logo, onto the PC lid. Some additional benefits include:
 - Consistent, professional application
 - Deters theft and unlawful sale of your company's assets
 - Lends prestige to systems, and reinforces brand identity
 - Aids in messaging company identity for sales and traveling employees

- **Generic Image:** Dell offers a Generic Image that is very important for customers considering provisioning via Microsoft Windows Autopilot or VMWare Workspace ONE. Generic Image projects are built and maintained by the Dell Configuration Service's IMS team providing a bloatware free OS without expending customer IT resources. This image does not contain bloatware, applets, or trial software and is designed for those customers who want the OS, drivers, and a browser without those 'extras'. Generic imaging also gives our customers the ability to choose the Windows 10 version that is best for them (up to 2 versions back from the current version). A Generic Image will work across Dell Latitudes, Precisions, OptiPlex, and business class XPS systems.
- **Modern Provisioning**
 - **Connected Provisioning:** Connected Provisioning is a service tied to the Autopilot experience. Adding this will extend the customer's UEM environment into Dell supply chain and provides a secure direct tunnel from system to the cloud. We deliver on promise of no touch and little to no end user setup time. This service truly provides a day 1 experience to your end users.
 - **Autopilot Registration:** The combination of Autopilot and unified endpoint management gives IT Administrators the ability to automatically provision new devices from the cloud to the end users' desk without the need for additional touches by a technician or value-added reseller. We combine this with Configuration Services to start the provisioning process in the factory, reducing build times at the desk. We will load a Dell generic image (clean Windows installation, no added OEM software) on the system during the manufacturing process. We will also upload the device information needed for enrollment with Microsoft on behalf of the customer. This gives customers control over the Windows version and enables pre-enrollment of the PC to reduce IT administrative tasks. Dell Autopilot Registration provides:
 - A generic image free of unsanctioned software
 - Registration in the cloud for each Dell system - any model
 - Ability to lock into a version of Windows 10 your organization has verified and tested
 - Updates to drivers prior to systems being delivered to end users
 - **WK1 Provisioning:** Based on each customer's deployment objectives, we pre-configure all of the applications and settings from a customer provided provisioning package (PPKG) and configuration file on top of an up-to-date version of a Windows 10 OS free of unauthorized software*. By installing the PPKG in the factory and shipping directly to end-users, we reduce network dependencies and accelerate the overall deployment process. After first boot, the device is automatically registered to the organization's domain and Workspace ONE keeps the firmware, drivers, operating system, applications and company policy up-to-date on any network. This advanced approach also helps in disaster recovery and remote retirement or re-provisioning scenarios, with the ability to fully recover apps and management in the event of an OS reset or recovery.

- **Client Deployment Assessment:** The Client Deployment Assessment (CDA) is targeted towards customers with 2500+ seats who are interested in understanding and streamlining their deployment processes and inherent costs. Dell will collect information on a customer's deployment process through a combination of customer interviews and IDC data. The result is the delivery of an actionable implementation plan with real achievable cost savings. The goals of the CDA are to:
 - Improve efficiency of deployment, reducing time and cost
 - Reduce complexity and maximize impact throughout the process
 - Maximize return on IT investment
 - Improve or implement remote workforce deployment
- **Dell Consulting: Services:** Dell Consulting has been established for over 30 years helping our clients transform across the globe. Our focused pillars consist of Application, IT, Cyber Security, and Workforce Transformation. Dell has completed over 10,000 transformation projects. Our broad and deep technical expertise and strategic visions will help transform your business objectives. We can help your team assess the current state of your Enterprise IT (as-is), establish a new strategic vision (to-be) and prioritize a roadmap of change programs designed to help you transform.
- **Client Managed Services/Life Cycle Hub:** Our Client Managed Services (CMS) portfolio provides tailored end-to-end lifecycle management and end user solutions. CMS provides a better user technology experience and maximizes on technology investments allowing IT to focus on strategic business goals. CMS builds on long standing Dell services like service desk, consulting, imaging and deployment to create a solution that solves customer problems. Our solutions focus on end user experience and lifecycle management improvement and innovation. Adding the Dell Lifecycle Hub will also manage initial PC deployments, asset management, mid cycle PC retirement, clean up, as well as end of cycle PC retirement.
- **Logistic Online Inventory Solution (LOIS) aka Parts Locker:** Dell Technologies Logistics Online Inventory Solution (LOIS) is a cloud based online application that enables Dell Technologies customers to manage, monitor and automatically replenish their parts inventory stored at their global locations. LOIS provides customers with personalized, immediate access to critical parts, shortening time to resolution, and continuously improving the operational efficiency of their IT staff. With LOIS, our customers can better meet their business objectives and focus their attention on what they do best...innovating.
- **Managed Detection & Response – Endpoint Security Services:** Dell Technologies Managed Detection and Response powered by Secureworks Taegis XDR is a managed service that secures the customer's IT environment against malicious actors and provides remediation if and when a threat is identified. Available for all PC hardware as well as servers, network, and cloud services.
- **Image consulting:** We provide image consulting services to review your current environment (Workspace One or Intune), validate Autopilot / Active Directory.
- **Asset Recovery and Recycling:** We will schedule the pickup and handle the complete logistics of ARR – destruction of data, assessment of resale values, recycling of EOL equipment and full reporting of asset journey. By leveraging Dell's long-standing security

expertise and commitment to sustainability, you can responsibly resell, recycle or return to lease your legacy IT equipment and shift your focus to what's next.

- **Training and Certification:** We offer a complete training catalog with multiple delivery and subscription models for both Dell and Partner products, including certifications. [Training Catalog](#)



- **Custom On-Site Installation:** We can develop custom deployment plans to suit each customer's needs. We can handle all the logistics around deployment – packaging, warehousing, transportation, delivery, kitting and unboxing, desk placement and more. Refer to "Value-Add Option: On-Site Deployment" for a sample SOW.

ProDeploy Client Suite

Deploy PCs with greater speed and less effort with Dell's ProDeploy Client offerings.

With ProDeploy Client Suite you can get an end-to-end deployment which includes comprehensive project planning, 24x7 onsite installation and 30-day post-deployment configuration support. Or, if you only need a little help, we can handle the imaging and configuration tasks which will save your staff time once your new PCs arrive on site.

Key Features	Basic Deployment	ProDeploy	ProDeploy Plus
Single point of contact for project management	✓	✓	✓
TechDirect portal for configuration details and updates	✓	✓	✓
Deployment Engineer develops implementation plan		✓	✓
TSM engagement via ProSupport Plus			✓
Connected Configuration			✓
Provisioning for VMware® Workspace ONE™	Add-on	✓	✓
Generic Image	Add-on	✓	✓
Load an image: WIM, Ghost, ISO or ImageAssist	Add-on	✓	✓
Configure BIOS settings	✓	✓	✓
Asset tag and shipping box label	✓	✓	✓
Standard asset reports	✓	✓	✓
Onsite installation of client system available 24x7		✓	✓
Project documentation with knowledge transfer		✓	✓
User settings & data migrated to new system			✓
30 day post-deployment support			✓
Training credits for Dell EMC Education Services			✓

Single Point of Contact

Your engagement manager can help you handle every aspect of your deployment in conjuncture with TechDirect. Available on ProDeploy Plus, ProDeploy, and Basic Deployment.

Deployment Engineer

Planning expert who is able to either improve existing deployment plans or help develop one leveraging our extensive experience deploying client systems. Our deployment engineers deploy PCs every day. So they maintain reference architectures and best practices which are integrated into our planning and processes. Available on ProDeploy Plus and ProDeploy.

Technology Service Manager (TSM)

For customers with ProSupport Plus who already have a client Technology Service Manager (TSM) assigned, the assigned TSM will be engaged throughout the deployment project. Beginning with project kick-off the TSM will monitor the progress of the deployment and provide

assistance to leverage tech support connections to avoid or speed resolution of any issues that might come up. Available on ProDeploy Plus only.

Factory Distribution Point for SCCM and MDT Configuration

Are you using system management software such as Microsoft SCCM or MDT? If so, take advantage of Dell Connected Configuration and extend your network infrastructure to our manufacturing facilities. Use your distribution point in our factory to configure your BIOS and load your image onto new systems and perform a Domain join for each individual employee. You will get real time control of each system's configuration as it is being built. Available on ProDeploy Plus only.

Provisioning for VMware Workspace ONE

What used to take hours can be done in minutes. We automate and expedite the PC provisioning process to yield an extremely low-touch deployment and instant productivity. By installing a provisioning package (PPKG) in the factory and shipping directly to end-users, we reduce network dependencies and accelerate the overall deployment process.

Generic Image

If you load applications through system management tool on OEM OS installs, there is a lot of software that comes preinstalled that may not be a value to your organization. We can help you reduce your workload if you start with our generic image which is applied before the system ships with the correct drivers installed, then let us add only those user applications and corporate policies you desire.

Imaging: WIM, Ghost, ISO or ImageAssist

You provide an image containing your unique settings, drivers and software applications and we load it on to your systems before they arrive. Available on ProDeploy Plus, ProDeploy, and Basic Deployment.

Configure BIOS Settings

Change a wide variety of settings within the BIOS to change the way the system functions and allow IT processes to function as intended. You can even customize your BIOS splash screen. Available on ProDeploy Plus, ProDeploy, and Basic Deployment.

Asset Tags, Box Labels and Asset Reports

We print and apply an asset label to the system case. These tags may contain helpful information for end users, IT teams or asset controllers. We can also apply box labels, which enable you to track systems from our factory to your employees' work space, without ever opening the box. You'll even be able to follow your PCs as they are re-purposed and on to the day you retire that system.

Asset reports contain key information about the systems being ordered. Asset reports enable you to easily integrate new PCs into your asset management systems and serve as a useful tracking tool for systems shipped. Available on ProDeploy Plus, ProDeploy, and Basic Deployment.

Onsite Installation

Enjoy the flexibility of 24 x 7 onsite installation. We can install systems after hours or on weekends which further limits disruption to day-to-day productivity. When required, we will load the drivers supplied by customer and will print a test page or conduct an agreed upon simple test for functionality Available on ProDeploy Plus and ProDeploy.

Project Documentation

Provides documentation related to the deployment (image used, setting, plan, etc.) and systems being installed. Time is spent with IT teams educating them and the project is saved in TechDirect so your next deployment doesn't require you to start over. Available on ProDeploy Plus and ProDeploy.

Data Migration

Data and settings on the old system are migrated to the new system. Most commonly through a peer-to-peer connection as the transfer is faster, more reliable, and more secure because user logins do not need to be shared with technicians. Available on ProDeploy Plus only.

30-Day Post Deployment Support

Support for issues identified during the configuration & deployment of the systems. Includes assistance identifying issues with image, BIOS settings, user setting, and data migration. Excludes "how to" help for applications. Available on ProDeploy Plus only.

Training Credits

We provide you with training credits that can be used for classes with Dell EMC Education Services. Credits are good for up to one year after the order is invoiced. Choose from a variety of Dell technical and industry training as needed throughout the year, including Dell EMC storage, server, networking, Microsoft, VMware, Citrix, and CompTIA classes. Available on ProDeploy Plus only.

- 4.7 Quality Assurance Plan. Proposals shall provide a quality assurance plan that details the methods by which the Proposer guarantees performance.

Dell Response: Commitment to Quality

At Dell, quality drives everything we do. Beginning with ISO certification, Dell is certified, worldwide, by the International Standards Organization (ISO) to the requirements of ISO 9001:2008. This includes the design, manufacture, and service of computer products in all Dell regions. All of Dell's manufacturing operations also achieved the internationally recognized ISO 14001 Environmental Management Systems (EMS) certification. Elements of the EMS include an environmental policy; planning, implementation and operation; checking and corrective action; and management review. These elements complement the ISO 9001 quality systems already established at Dell's manufacturing sites. The EMS allows all employees to participate in improving Dell's environmental performance.

Dell's Quality Policy is "We earn our Customers' trust and loyalty" based on the knowledge that gaining or maintaining customer loyalty is about putting ourselves in the customer's shoes every time there is a decision to make for the customer. If we start with "how would I want to be treated or dealt with in this situation," we will usually do the right thing.

To ensure continuous improvement of the customer experience, we measure specific elements of our execution. We formalized the Customer Experience (CE) initiative with aggressive and clearly defined performance metrics of the Customer Experience, including measuring it directly through Net Promoter Scoring. Dell identified and continually tracks metrics representative of how we are performing for our customers. From product quality to service delivery and accuracy of fulfillment we monitor and focus on improving all facets of your experience with Dell.

Quality assurance during product planning, design, and development is core to Dell's business. We use a Phase Review Process (PrP) for product lifecycle management for product and service offerings across all lines of business. PrP consists of six overlapping phases which cover the complete product lifecycle from initial concept to the end of a product's life. From concept through planning, to product or solution launch and sustaining service, PrP offers cross functional process support, linkage, and synchronization.

As it relates to procurement, Dell has a comprehensive Supplier Quality Management System that identifies, qualifies, selects and manages component and service suppliers. We have teams of people dedicated to managing commodity development and delivery. These cross-functional teams ensure that superior standards are upheld when selecting a supplier. Dell takes a hands-on approach in managing supplier quality over the life of a supplier contract.

Dell's Global Excellence Model is the formal process by which organizations drive Continuous Improvement and Daily Management to achieve their strategic objectives. Business Excellence seamlessly integrates the use of Lean and Six Sigma methodologies to evaluate Customer expectations and build E2E Business Processes that deliver value the most efficient way possible.

Overall, Quality at Dell is simple. It's about the efficiencies of our direct relationship with our customers. It's about our continuous, end-to-end product lifecycle process that maximizes this relationship. It's about our commitment to you.

Field quality management

Dell recognizes that product quality is a dynamic attribute informed by measures that vary over time, seen from many perspectives. Dell uses a lifecycle management approach to track product quality in the field with a particular focus on what customers are experiencing.

Quality triggers

The Field Quality Management (FQM) Lifecycle begins with Early Warning. Dell's business model enables our service and support teams to access product performance data, account level detail, and general industry quality trends. Dell uses multiple sources to gather and interpret key 'Early Warning' quality indices. Many of these sources include:

- Dell actively monitors technical support dispatch activity for all customers. This data enables Dell to capture any significant spikes at the component level to identify systemic issues, if any.
- Dell Engineering group analyzes mean dispatch rates within Business Segments and evaluates customer performance against industry norms.

- Dell Customer Quality Management (CQM) team captures & analyzes field escalations via account team engagement and funnels outputs to Early Warning team for root cause and analysis. This allows us to proactively work with customers to identify and resolve issues.
- Dell Product Group Quality and Supplier Quality Engineering (SQE) group ensure Dell vendors are held accountable for communicating potential quality issues back to Dell. This supplier management allows Dell to minimize field exposure once an issue is identified.
- Dell actively monitors and engages with Dell Online Forums and third-party Blog activity for early warning indicators of emerging issues.

The FQM lifecycle

The four phases of the Field Quality Management Lifecycle are: Early Warning, Diagnosis, Solution, and Execution.

- **Early Warning** - In Early Warning, Dell monitors customer satisfaction related to product quality by using not only technical support data, but online customer forums (IdeaStorm, Direct2Dell, Dell Community Forum) to identify any new customer product issues that cannot be resolved with existing solutions. As soon as there are several instances of the same issue, we escalate to the next stage.
- **Diagnosis** - Once in the Diagnosis stage, we align resources to fully research the issue; finding the root cause and the best technical solution for our customers.¹⁰
- **Solution** - The Solution stage is where the majority of issues end the process, meaning that the solution can easily be administered on a case-by-case basis for the customers currently registering the issue, and as any new customer reports the issues in the future.
- **Execution** - Only a small percentage of reported issues escalate to the Execution stage. If an issue significantly impacts numerous customers, and the solution causes no challenging implications for the customer, we will execute the solution on a much larger scale through issuing a proactive Product Retro-fit, Product Notification, or in compliance with safety regulations, total Product Recall. The solutions developed and deployed for customers also accommodate regional or country specific requirements, driven by the local business environment.

Exhibit B

Pricing

1. Configurations:

1.1. Laptop

- 1.1.1. Fourteen-inch (14") non-touch screen, ten-eighty-by-nineteen-twenty (1080 x 1920) resolution or better.
- 1.1.2. i5 core.
- 1.1.3. Sixteen (16) GB of RAM
- 1.1.4. Two-fifty-six (256) GB SSD, PCIe.
- 1.1.5. Integrated wireless
- 1.1.6. TPM chip.
- 1.1.7. Backlit keyboard.

Manufacturer/Model: Dell Latitude 5430 XCTO Base with mobile broadband option.
Percentage off MSRP: 66%

1.2. Laptop.

- 1.2.1. Fifteen-inch (15") non-touch screen, ten-eighty-by-nineteen-twenty (1080 x 1920) resolution or better.
- 1.2.2. i5 core.
- 1.2.3. Sixteen (16) GB of RAM
- 1.2.4. Two-fifty-six (256) GB SSD, PCIe.
- 1.2.5. Integrated wireless.
- 1.2.6. TPM chip.
- 1.2.7. Backlit keyboard.

Manufacturer/Model: Dell Latitude 5530 XCTO Base with mobile broadband option.
Percentage off MSRP: 66%

1.3. 1.3. Tablet.

- 1.3.1. Ten-to-thirteen-inch (10-13") touch screen.
- 1.3.2. i5 core.
- 1.3.3. Sixteen (16) GB of RAM
- 1.3.4. Two-fifty-six (256) GB SSD, PCIe.
- 1.3.5. Integrated wireless.
- 1.3.6. TPM chip.
- 1.3.7. Removable keyboard option.

1.3.8. Screen that is capable of being oriented in portrait or landscape.
Manufacturer/Model: Dell Latitude 7320 Detachable with mobile broadband option.
Percentage off MSRP: 60%

1.4. Desktop.

- 1.4.1. i5 core
- 1.4.2. Sixteen (16) GB of RAM
- 1.4.3. Two-fifty-six (256) GB SSD, PCIe.
- 1.4.4. Integrated wireless with support for B/G/N/AC wireless protocols.
- 1.4.5. Ethernet LAN ten-one-hundred-one-thousand (10/100/1000).
- 1.4.6. Chip.

Manufacturer/Model: Dell OptiPlex 5000 Small Form Factor

Percentage off MSRP: 60%

1.5. Server.

- 1.5.1. Dual Intel Xeon Gold processor.
- 1.5.2. One-hundred-twenty-eight (128) GB of RAM
- 1.5.3. Four two terabyte (4x2) TB SAS 10K RPM
- 1.5.4. One (1) TB SSD
- 1.5.5. Two Ethernet LAN ten gigabit (10 GbE).
- 1.5.6. iDRAC
- 1.5.7. Hardware RAID controller

Manufacturer/Model: Dell PowerEdge R750

Percentage off MSRP: 64%

2. Certifications and Trainings

Certifications

Price: \$0.00

* Dell's Tech Direct program which allows for technical training and certifications is free to the University. The Tier 2 level of Tech Direct, allowing the university to receive reimbursement for warranty work provided on systems, is normally \$1,500 annually. However, Dell will waive the \$1500 fees as a value-added offering.

Technical

Price: \$ 0.00

3. Discount Matrix for Non-Standard Configurations

The table below provides the minimum Discount Off List (DOL) for each product category. The MSRP list price is updated weekly and maintained at:

<http://ftpbox.us.dell.com/slg/Weekly/dellpricereport.pdf>

Product Category	Product Category Classifications	Proposed Discount
A	Chrome; Cloud Client; Cloud Products; Consumer Chrome; Customer Kits (including some non-tied Monitors); Dell Storage OEM; Dell-Branded Memory; Fixed Workstations; Internet of Things (IOT); Latitude; Mobile Workstations; OptiPlex; PowerEdge Servers; Software - Server and Other; Software - Storage	18.00%
F	Dell Branded Printer Accessories, Parts, and Toner	1.50%
H	BTX, Prebuilt – Ready to Ship Systems	6.00%
M	3rd Party Software & Peripherals - Mainstream Products Third Party - Mainstream	6.00%
R	CFI / Configuration Services; Selected Services	4.00%
S	Alienware Notebooks; Converged Infrastructure; Data Protection Appliance; Data Protection Software; Data Security Solutions; Dell Networking; Dell Storage PS, Dell Storage SC; Dell EMC; Displays; Hyper Converged Infrastructure; OEM Networking; Personal Notebooks; Projectors/Monitors/Other Electronics; Storage Entry; Storage High End; Storage Integrated Offer; Storage Mid-Range; Storage Unstructured; Tablets; Vostro Notebooks; XPS Notebooks	3.00%
U	Spare Parts	0.50%
V	Peripherals and Services with discounts that vary based upon the system in which the item is installed	Varies per base SKU
X	Third Party – Non-Discountable, except where contractually required	0.50%
Z	Alienware Desktops; Personal Desktops; Vostro Desktops; XPS Desktops; Non-Discountable Services, except where contractually required	0.50%
Z1 and ZS	Non-Discountable Services, except where contractually required	0.50%

Pricing Notes:

Dell maintains a Retail Price list online located at:
<http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf>.

The Price List is updated weekly, is available for download from this site in lieu of hard copy distribution and excludes promotional offers. Systems configured and discounted by your Dell's Sales Representatives or through on-line stores and Premier Pages, are based upon then-current retail pricing and exclude promotional offers.

Changes to retail prices are subject to Dell's discretion and generally take effect immediately, allowing us to provide price decreases and to introduce new products without waiting for a formal price list to be updated. Product Classifications and Categories may be changed by Dell without notice.

Where a Dell-branded product is comprised of both hardware and services, the resulting Discount Off List percentage will reflect a blend of the contract discounts associated with the hardware and tied services components of that product.

Where Dell sells third-party products on a "discount-off-list" basis and does not receive a list price from the manufacturer, Dell assigns a list price. Prices for custom services are agreed to through a separate Statement of Work and not included in the proposed prices herein. Where "discount off list", "cost plus", or "cost minus" calculations are used to determine pricing, Dell's standard discount product category list, product category or classification assignment for a particular product is subject to change by Dell and could affect pricing of that product.

Pricing, if included, may be subject to change in the event of an industry wide material constraint or shortages, including but not limited to memory, or other manufacturing materials or components, or due to other factors beyond Dell Technologies' reasonable control. Products may be discontinued or revised (including components thereto) at any time without notice. Should the initial proposed product(s) be discontinued before the replacement product(s) reach price parity with initial product(s), Dell Technologies reserves the right to re-negotiate pricing.

For global proposals utilizing Dell Technologies' currency exchange hedge rates, rates are updated quarterly and only valid for the current quarter from the proposal submission date.

Katherine Castillo

Katherine Castillo
Paralegal Advisor