

**Commonwealth of Massachusetts – Statewide IT Asset Lease Services Contract ITC49  
IT ASSET LEASE QUOTE FORM**

**IT ASSET TRANSACTION SUMMARY**

Lessee: Worcester Public Schools  
 Lessee Location: 20 Irving Street, Worcester, MA 01609  
 Lessee Contact Name: Robert Walton  
 Telephone: 508-799-3611  
 Fax: 508-799-3141  
 Email: waltonb@worc.k12.ma.us

The Lessee hereby requests financing under the Statewide IT Asset Lease Services Contract ITC49 for the following IT Asset(s). The table will expand to accommodate additional rows. Lessee should append a row at the bottom of the list of IT Assets for de-installation, packaging, and/or return of the IT Asset(s) upon lease termination, if appropriate.

Brief Description of Asset	Asset Cost:	Total Financing Amount Requested:	Useful Life in Years (3 or more Years)
Dell OptiPlex 7010 desktop computer with 18.5” LCD as per attached quote #665862962	\$4,202,184.84.	\$4,202,184.84	5 Years
Microsoft EES software agreement as per attached quote # WPB13080601	\$832,383.85	\$832,383.85	5 Years
Dell Latitude 3330 laptop 4GB memory 128GB Solid State HDD as per attached quote #665878283	\$51,450	\$51,450	5 Years
Installation and network configuration of new computers and LCDs, removal and disposal of old computers as per attached quote # WPS101613-1	\$523,320	\$523,320	5 Years

IT Asset Contractor Name (Entity being paid by IT Asset Lease Services Contractor): Dell  
 Contractor Address: Dell Marketing L.P., C/O Dell USA L.P., PO Box 643561, Pittsburgh, PA 15264-3561  
 Contractor Remittance Address if different:NA  
 Contact Name: Mark Sokoloff  
 Telephone: 860-718-5557  
 Fax: 512-283-3787  
 Email: Mark\_Sokoloff@Dell.com

IT Asset Contractor Name (Entity being paid by IT Asset Lease Services Contractor): Micronet Associates  
 Contractor Address: 231 South St Hopkinton, MA 01748  
 Contractor Remittance Address if different:NA  
 Contact Name: Ken Hahn  
 Telephone: 508-435-7600  
 Fax: 508-435-7666  
 Email: [Ken@mcrnet.com](mailto:Ken@mcrnet.com)

Description of items being purchased from this IT Asset Contractor: **See project bid as attached**  
 Anticipated Delivery Date for Acceptance of IT Asset by Lessee after Delivery: **See attached timeline “Worcester Public School 2013 Computer Refresh Timeline Notification 10/18/2013”**

Total Amount of IT Asset Cost to be paid to IT Asset Contractor: **See attached IT ASSET LISTING**  
 Anticipated Date for funding to be made by Statewide IT Asset Lease Services Contractor/Lessor: **See project timeline as attached**  
 Anticipated Lease period (which may not exceed useful life): **1/2/2014 through 1/2/2019**

Describe the essential use of the IT Asset and whether this IT Asset is replacing a current IT Asset or is a new essential use: **See project bid as attached, replacing current IT assets**

Statewide IT Asset Lease Services Contractor Name: Ontario Investments, Inc.  
 Vendor Code: **VC6000221341** (For state agency Lessee payments.)

Commonwealth of Massachusetts – Statewide IT Asset Lease Services Contract ITC49  
IT ASSET LEASE QUOTE FORM

Contact Name: James Marsallo  
Telephone: 315-431-4676  
Fax: 315-431-4675  
Email: JMarsalloJr@ontinv.com

QUOTE:

The Statewide IT Asset Lease Services Contractor must complete the following, execute this document and submit a proposed Payment Schedule for this Quote. If accepted, the Lessee will execute this document (below) then complete and submit the necessary IT Asset Listing, Essential Use Certification, Certificate of Appropriation, and IT Asset Acceptance Certificate to their Financial/Budget Authority for approval, and, after receipt and acceptance of the IT Asset, shall complete the IT Asset Acceptance Certificate, including the Final IT Asset Lease Payment Schedule.

Statewide IT Asset Lease Services Contractor Offer of Fixed Interest Rate Quote (Valid for 30 days): NA %

Statewide IT Asset Lease Services Contractor Payment Schedule Number of payments: The payment schedule will be as follows:

As per attached timeline "Worcester Public School 2013 Computer Refresh Timeline Notification 10/18/2013":

On first business day of January 2014, the Worcester Public Schools will sign the lease acceptance document with Ontario Investments. The Worcester Public Schools will then direct Ontario Investments to make payments on any computers, LCDs, laptops, software, and installation that has occurred or been delivered up to this date. Ontario Investments will make payment on the goods and services accepted within 10 business days. The Worcester Public Schools will then direct Ontario investments to release funds on the first business day of each month going forward through the completion of the project for any computers, LCDs, laptops, software, and installation that has occurred in the previous month.

Complete and attach the IT ASSET ACCEPTANCE CERTIFICATE AND LEASE PAYMENT SCHEDULE

Lessee certifies that this document is being submitted to its funding authority to confirm availability of Lease funding. Contractor certifies that this quote will be held for 30 days and is being made in compliance with the Statewide IT Asset Lease Services Contract ITC49

AUTHORIZING SIGNATURE FOR THE IT ASSET LEASE SERVICES CONTRACTOR:

X: \_\_\_\_\_ Date: \_\_\_\_\_

(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: \_

Print Title:

AUTHORIZING SIGNATURE FOR THE LESSEE:

X: Melinda J. Boone Date: 10.23.13

(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: Melinda J. Boone

Print Title: Superintendent

**Commonwealth of Massachusetts - Statewide IT Asset Lease Services Contract ITC49**  
**IT ASSET LISTING, ACCEPTANCE CERTIFICATE**  
**ESSENTIAL USE CERTIFICATION, CERTIFICATE OF APPROPRIATION**

**IT ASSET LISTING**

This listing identifies the IT Asset(s) that is being Leased pursuant to the Statewide IT Asset Lease Services Contract. This list will be used to reference all IT Assets to be financed, that will be subject to an Acceptance Certificate and is certified by the Lessee to be for the immediate and essential use of the Lessee. List each separate type of IT Asset (separate Model Number) on a separate line and indicate quantities, price, useful life and location where the IT Asset will reside. All IT Assets must be listed here and not by attachment. Insert as many additional rows as necessary. IT Assets to reside at different locations must be listed separately by location.

Asset Name/Description	Model Number	Number of Units	Useful Life of Unit	Unit Price	Location of Unit	Maintenance Costs if Included	Total Cost
Dell OptiPlex 7010 desktop computer with 18.5" LCD as per attached quote #665862962	Dell OptiPlex 7010	7476	5 years	\$562.09	School and administration buildings within the City of Worcester, MA	\$0	\$4,202,184.84
Microsoft EES software agreement as per attached quote # WPB13080601	2UJ-00003 WSB-00068 54R-00098 M6K-00001 M6K-00001	3103 3103 1 4000 25000	5 years	\$166,476.77	School and administration buildings within the City of Worcester, MA	\$0	\$832,383.85
Dell Latitude 3330 laptop 4GB memory 128GB Solid State HDD as per attached quote #665878283	Dell Latitude 3330	75	5 years	\$686.00	School and administration buildings within the City of Worcester, MA	\$0	\$51,450
Installation and network configuration of new computers and LCDs, removal and disposal of old computers as per attached quote # WPS101613-1	NA	7476	5 years	\$70	School and administration buildings within the City of Worcester, MA	\$0	\$523,320
<b>Equipment Cost Subtotal</b>				<b>\$</b>		<b>\$0</b>	<b>\$5,609,338.69</b>

**Commonwealth of Massachusetts - Statewide IT Asset Lease Services Contract ITC49**  
**IT ASSET LISTING, ACCEPTANCE CERTIFICATE**  
**ESSENTIAL USE CERTIFICATION, CERTIFICATE OF APPROPRIATION**

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**IT Asset De-Installation, Packaging, and Pick-Up**

Eligible Entity indicate below if ITC49 Contractor (Lessor) will be responsible for de-installation, packaging, or pick-up of the IT Assets at lease termination. Contractor (Lessor) complete if requested by the Eligible Entity:

<b>Requested? (y/n)</b>	<b>Item</b>	<b>Cost, if any</b>
n	De-installation:	Lessee will be responsible for this portion
n	Packaging:	Lessee will be responsible for this portion
n	Asset Pick-Up:	Lessee will be responsible for this portion

**IT ASSET ACCEPTANCE CERTIFICATE**

Lessee through their undersigned authorized representative below certifies that the Lessee: has received all of the IT Assets described herein in good condition and unconditionally accepts all of the IT Assets described herein; represents that no event which constitutes, or with the giving of notice or passage of time, or both, would constitute, an Event of Default shall occur and that no material adverse change in Lessee's financial condition shall have occurred subsequent to this date hereof; confirms that it will commence payment as of the date of the Acceptance Certificate Lease Payment Schedule; and certifies that all of the representations, warranties and covenants of the Statewide Contract remain in full force and effect. The undersigned Statewide IT Asset Lease Services Contractor/Lessor, by its execution hereof, agrees to pay IT Asset Vendor the Acquisition Cost referenced herein in accordance with the Statewide Contract.

**ESSENTIAL USE LETTER:**

Lessee through their undersigned authorized representative below certifies that the IT Asset listed in this IT ASSET LISTING will be used by Lessee for the following purposes and the Lessee certifies that this use is and, throughout the Lease term, will continue to be an essential and necessary use to the Lessee's proper, efficient and economic operation:

[Enter description of essential use for which IT Asset will be used.]

**CERTIFICATE OF APPROPRIATION**

Lessee through their undersigned authorized representative below hereby certifies: the Lessee is duly elected or appointed and has custody of the financial records and budget information of the Lessee; and that funding for the attached IT ASSET LISTING is available and reserved from unexhausted and unencumbered appropriations or other available funds within Lessee's budget for the current fiscal year Lease payments; and that similar appropriations or other available funds have been designated or shall be sought and designated for the payment of those Lease payments that will come due under the Lease for in each subsequent fiscal year in accordance with the General Terms and Condition of the Statewide Contract ITC49.

**Commonwealth of Massachusetts - Statewide IT Asset Lease Services Contract ITC49**  
**IT ASSET LISTING, ACCEPTANCE CERTIFICATE**  
**ESSENTIAL USE CERTIFICATION, CERTIFICATE OF APPROPRIATION**

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**AUTHORIZING SIGNATURE FOR THE LESSEE**

**X:** \_\_\_\_\_, **Date:** \_\_\_\_\_  
(Signature and Date Must Be Handwritten At Time of Signature)

**Print Name:** \_\_\_\_\_.

**Print Title:** \_\_\_\_\_.



## QUOTATION

<b>Quote #:</b>	<b>665862962</b>
<b>Customer #:</b>	<b>004719146</b>
<b>Contract #:</b>	<b>70137</b>
<b>Customer Agreement #:</b>	<b>Dell Std Terms</b>
<b>Quote Date:</b>	<b>10/17/2013</b>
<b>Date:</b> 10/17/2013	<b>Customer Name:</b> WORCESTER PUBLIC SCHOOLS

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

### Sales Professional Information

<b>SALES REP:</b>	CHARLES MCGINTY	<b>PHONE:</b>	1800 - 4563355
<b>Email Address:</b>	<a href="mailto:Charles_McGinty@dell.com">Charles_McGinty@dell.com</a>	<b>Phone Ext:</b>	5133212

**GROUP: 1 QUANTITY: 7476 SYSTEM PRICE: \$562.09 GROUP TOTAL: \$4,202,184.84**

Description	Quantity
OptiPlex 7010 Small Form Factor EPA Base (225-2813)	7476
3rd Gen Intel Core i3-3220 Processor (Dual Core, 3.30GHz, 3MB, w/ HD2500 Graphics), Dell OptiPlex 7010 (319-0466)	7476
4GB Single Channel DDR3 1600MHz (4GBx1) (370-ABEN)	7476
Dell USB KB, English, WIN7/8, OptiPlex and Precision Desktop (331-9586)	7476
Dell 19 Monitor, E1914H, 18.5 inch VIS, VGA (480-ABOC)	7476
Intel®174; Integrated Graphics w/o Adapters, OptiPlex (320-3184)	7476
2.5 inch 500GB Solid State Hybrid Drive, Optiplex SFF and Desktop (400-ABHK)	7476
Windows 7 Pro, 64-bit, OptiPlex, English, National Academic LOE Required (619-AAHT)	7476
Windows 7 Label, OptiPlex, Fixed Precision, Vostro Desktop (330-6228)	7476
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps),OptiPlex (421-5334)	7476
Dell MS111 USB Optical Mouse,OptiPlex and Fixed Precision (330-9458)	7476
Intel Standard Manageability, Dell OptiPlex 7010 (331-6245)	7476
8X SlimLine DVD-ROM, Dell OptiPlex (318-0619)	7476
Thank you for Choosing Dell (318-2231)	7476
Heat Sink, Perf/Mstrm, SFF, OptiPlex (331-8318)	7476
Internal Speaker, Optiplex (318-0319)	7476
OptiPlex 7010 Small From Factory,Up to 90 Percent Efficient Power Supply (331-6586)	7476
Enable Low Power Mode for EUP Compliance,Dell OptiPlex (330-7422)	7476
Regulatory label, Mexico, for OptiPlex 7010 Small Form Factor (331-7359)	7476
Safety/Environment and Regulatory Guide (English) (340-ABSZ)	7476
Power Cord,125V,2M,C13,Dell OptiPlex (330-1711)	7476
No ESTAR Settings, OptiPlex (331-8325)	7476
No Resource DVD for Dell Optiplex, Latitude, Precision (313-3673)	7476
Chassis Intrusion Switch,Optiplex SFF (317-6625)	7476
1 W ready mode - exceeds FEMP 3W recommendation. Mode can be disabled in BIOS. OptiPlex (310-1959)	7476
No Quick Reference Guide,Dell OptiPlex (310-9444)	7476



Shipping Material for System,Dell OptiPlex (331-1270)	7476
No Productivity Software,Dell OptiPlex,Precision and Latitude (421-3872)	7476
Basic Hardware Service: Next Business Day Onsite Service After Remote Diagnosis 4 Year Extended (995-2923)	7476
Basic Hardware Service: Next Business Day Onsite Service After Remote Diagnosis Initial Year (995-0903)	7476
Dell Limited Hardware Warranty Plus Service Extended Year(s) (995-4303)	7476
Dell Limited Hardware Warranty Plus Service Initial Year (995-4093)	7476
Dell ProSupport Service Offering Declined (991-2878)	7476
Thank you for buying Intel/Dell (466-9045)	7476
CFI,FEE,INTG,SO,AT,MED,BASWC,Factory Install (365-0529)	7476
Custom Operations PM Support (987-1389)	7476
DDP Encryption Software, Personal Edition (421-6616)	7476

<b>*Total Purchase Price:</b>	<b>\$4,202,184.84</b>
<b>Product Subtotal:</b>	\$4,202,184.84
<b>Tax:</b>	\$0.00
<b>Shipping &amp; Handling:</b>	\$0.00
<b>State Environmental Fee:</b>	\$0.00
<b>Shipping Method:</b>	LTL 5 DAY OR LESS
	(* Amount denoted in \$)

**Statement of Conditions**

The information in this document is believed to be accurate. However, Dell assumes no responsibility for inaccuracies, errors, or omissions, and shall not be liable for direct, indirect, special, incidental, or consequential damages resulting from any such error or omission. Dell is not responsible for pricing or other errors, and reserves the right to cancel orders arising from such errors.

Dell may make changes to this proposal including changes or updates to the products and services described, including pricing, without notice or obligation.

This proposal is not intended to create a contractual relationship. Unless expressly agreed otherwise in a writing signed by the parties, all orders by WORCESTER PUBLIC SCHOOLS for Dell products and services shall be subject to Dell's Terms and Conditions of Sale-Direct, which can be found at [www.dell.com/terms](http://www.dell.com/terms), and which incorporate Dell's U.S. Return Policy, at [www.dell.com/returnpolicy#total](http://www.dell.com/returnpolicy#total). Please read those terms carefully and in their entirety, and note in particular that Dell EqualLogic and EqualLogic-branded products, Dell|EMC and EMC-branded products, PowerVault ML6000 tape libraries, non-Dell-branded enterprise products, enterprise software, and customized hardware or software products may not be returned at any time. Orders also shall be subject to the terms of any applicable service contract(s), which can be found at [www.dell.com/servicecontracts](http://www.dell.com/servicecontracts).

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**Privacy Policy**

Dell respects your privacy. Across our business, around the world, Dell will collect, store, and use customer information only to support and enhance our relationship with your organization, for example, to process your purchase, provide service and support, and share product, service, and company news and offerings with you. Dell does not sell your personal information. For a complete statement of our Global Privacy Policy, please visit [dell.com/privacy](http://dell.com/privacy).



## QUOTATION

**Quote #:** 665878283  
**Customer #:** 004719146  
**Contract #:** 78AFH  
**Customer Agreement #:** ITC47  
**Quote Date:** 10/17/2013  
**Date:** 10/17/2013  
**Customer Name:** WORCESTER PUBLIC SCHOOL

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

### Sales Professional Information

**SALES REP:** BRAD B KURUSZ      **PHONE:** 1800 - 4563355  
**Email Address:** [Bradley.Kurusz@DELL.com](mailto:Bradley.Kurusz@DELL.com)      **Phone Ext:** 7250424

**GROUP: 1    QUANTITY: 75    SYSTEM PRICE: \$686.00    GROUP TOTAL: \$51,450.00**

Description	Quantity
Dell Latitude 3330 (210-AAIV)	75
4GB (1x4GB) 1600MHz DDR3L Memory (370-AAIC)	75
Internal English Keyboard (580-AABL)	75
Intel HD 4000 Graphics for 3rd Generation Intel processors (490-BBEB)	75
Intel 6235 2X2 802.11n + Bluetooth 4.0 + WiDi Driver (555-BBLK)	75
128GB Mobility Solid State Drive (400-AAFP)	75
Win7 Pro Academic COA (421-9485)	75
6 cell Battery (65 WHr) (451-BBBV)	75
No Wireless Wan Card (362-BBBB)	75
Intel 6235 2X2 802.11n + Bluetooth 4.0 + WiDi (555-BBDR)	75
US Power Cord (537-BBBL)	75
Standard shipment (800-BBDE)	75
System Documentation, English (340-AAEJ)	75
Microsoft Office Trial, MUI, OptiPlex, Precision, Latitude (630-AABP)	75
Basic Hardware Service: Mail-in Service, 24x7 Technical Support, Initial Year (940-0008)	75
Dell Limited Hardware Warranty Plus Service, Initial Year (940-0318)	75
Dell Limited Hardware Warranty Plus Service, Extended Year(s) (940-0357)	75
Basic Hardware Service: Mail-in Service, 24x7 Technical Support, 4 Year Extended (973-2364)	75
Energy Star 5.2 qualified/EPEAT registered for Latitude 3330 (387-BBBL)	75
3rd Generation Intel Core i5-3337U processor (3M Cache, up to 2.7 GHz) (338-BBVQ)	75
Integrated 720p HD video webcam (320-BBBF)	75
Shipping Material for Latitude 3330 (340-AASY)	75
Intel(R) Core(TM) i5 Processor Label (389-BBHL)	75
13.3in HD, (1366 X 768) 16:9, Anti-Glare (391-BBCF)	75
Software for Integrated Camera (319-BBBH)	75
Windows 7 Label, Latitude, Vostro and Mobile Precision Notebooks (330-6322)	75



Dell Back-up and Recovery Manager for Win7, MUI,Optiplex, Precision, Latitude (331-3300)	75
Thank you for buying Dell (421-9982)	75
Dell Data Protection   Access Authentication Software (619-AAEW)	75
Dell Client System Update (640-BBCO)	75
Adobe Reader 11 (640-BBDI)	75
Not Selected in this Configuration (640-BBHQ)	75
Visit www.dell.com/encryption (640-BBHR)	75
No Security Software (331-9382)	75
65W AC Adapter, 3-pin (492-BBDD)	75
CFI,FEE,INTG,SO,AT,MED,BASWC,Factory Install (365-0529)	75

<b>*Total Purchase Price:</b>	<b>\$51,450.00</b>
<b>Product Subtotal:</b>	\$51,450.00
<b>Tax:</b>	\$0.00
<b>Shipping &amp; Handling:</b>	\$0.00
<b>State Environmental Fee:</b>	\$0.00
<b>Shipping Method:</b>	LTL 5 DAY OR LESS
	(* Amount denoted in \$)

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**Privacy Policy**

Dell respects your privacy. Across our business, around the world, Dell will collect, store, and use customer information only to support and enhance our relationship with your organization, for example, to process your purchase, provide service and support, and share product, service, and company news and offerings with you. Dell does not sell your personal information. For a complete statement of our Global Privacy Policy, please visit [dell.com/privacy](http://dell.com/privacy).



# Quotation

**Quote Number:** WPB13080601  
**Quote Expires:** Aug 31, 2013

**Patrick Bates**  
 Inside Account Manager  
 One Dell Way  
 RR2C  
 Round Rock, TX 78682  
 P: (512) 728-6778  
 F: (512) 283-7939  
 Patrick\_Bates@dell.com

**Customer:** MA-E WORCESTER PUBLIC SCHOOLS  
**Contact:** Bob Walton  
**Customer # :** 180186  
**Phone:** (508) 799-3266  
**Fax:**  
**E-mail:** waltonb@worc.k12.ma.us  
**Date of Issue:** Aug 06, 2013

PLEASE SEE IMPORTANT TERMS AND CONDITIONS AT THE BOTTOM OF THIS QUOTATION

Product Description	Part #	Quantity	Unit Price	Ext. Price
DSKTPEDU ALNG LICSA PK MVL ENTCAL	2UJ-00003	3103	\$50.30	\$156,080.90
DSKTPOPTMZTNP KFORSALNG SUBSVL MVL PERDVC FORWINSA	WSB-00068	3103	\$2.94	\$9,122.82
CS-MSITACADEMY ALNG SUBSVL MVL SRVCS	54R-00098	1	\$1,273.05	\$1,273.05
OFF365PA2 SHRDSVR ALNG SUBSVL MVL PERUSR-FAC	M6K-00001	4000		
OFF365PA2 SHRDSVR ALNG SUBSVL MVL PERUSR-STU	M6K-00001	25000		

**Notes:**  
 New EES-Agreement and enrollment paperwork required. Pricing subject to change after 8/31/13. Pricing from MA state contract ITS42.

<b>Product Sub Total</b>	<b>\$166,476.77</b>
<b>Grand Total</b>	<b>\$166,476.77</b> <b>USD</b>

**Quote Prepared By:** Patrick Bates

- Customer's purchase is subject to Dell's Terms and Conditions of Sale found at [www.dell.com](http://www.dell.com), unless Customer has a separate purchase agreement with Dell.
- Sales/use tax is based on the "ship to" address on your invoice. Please indicate your taxability status on your purchase order. If exempt, Customer must have an Exemption Certificate on file.
- If you have a question re: your tax status, please contact your Dell | ASAP Software inside sales representative listed above. Shipments to California: for certain products, a State Environmental Fee of up to \$10 per item may be applied to your invoice. Prices do not reflect this fee unless noted. For more information, refer to [www.dell.com/environmentalfee](http://www.dell.com/environmentalfee).
- All product descriptions and prices are based on latest information available and are subject to change without notice or obligation.
- All prices are based on Net 30 Terms. If not shown, shipping, handling, taxes, and other fees will be added at the time of order, where applicable.
- Customer understands and acknowledges that all warranties, representations and returns are subject to the manufacturer, publisher or distributor guidelines.



MicroNet Associates  
 231 South Street  
 Hopkinton, MA 01748  
 Phone: 508.435.7600  
 Fax: 508.435.7666  
[www.micronetassociates.com](http://www.micronetassociates.com)

**CONFIDENTIAL - QUOTE# WPS101613-1** **MASS STATE CONTRACT ITC47**

<b>SOLD TO:</b> Worcester Public Schools Attn: Bob Walton 20 Irving Street Worcester, MA 01609 508-799-3611	<b>SHIP TO:</b> SAME
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<b>Quote Date</b>	<b>Ship Via</b>	<b>F.O.B.</b>	<b>Sales Rep</b>	<b>email</b>
10/16/2013	BEST WAY	DEST	Ken Hahn	<a href="mailto:ken@mcnet.com">ken@mcnet.com</a>

LINE	QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	7,476	Desktop Refresh Project - Physical Installation Services, per PC	\$45.00	\$ 336,420.00
2	7,476	Desktop Refresh Project - Network Installation Services, per PC	\$25.00	\$ 186,900.00
<b>Total:</b>				<b>\$ 523,320.00</b>
<b>Sales Tax:</b>				<b>\$ 0.00</b>
<b>Shipping &amp; Handling:</b>				<b>\$ 0.00</b>
<b>Grand Total:</b>				<b>\$ 523,320.00</b>

**NOTES/COMMENTS :**

\* Approved vendor on The Commonwealth of Massachusetts ITC47 State Blanket Contract.

\* Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*\* An authorized signature on this page indicates acceptance of this quote and grants MicroNet Associates the rights to schedule work and or order the hardware and software needed according to the information in this quote. This will bind you and MicroNet Associates into this agreement contract. Cancellation of this contract may result in restocking fees as per the distributor's policy. Cancellation must be in writing and be received within 5 working days after this agreement has been signed.*

**The following Microsoft EES documents must be sent to Dell with the Microsoft EES purchase order**

## Program Signature Form

MBA/MBSA number		000-jegraham-E262
Agreement number		

**Note:** Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Campus and School Agreement	X20-11365
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
Enrollment for Education Solutions	X20-11462
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
Amendment	CTM - NEW
Document Description	
Document Description	
Document Description	
Document Description	

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

**Customer**

Name of Entity (must be legal entity name)\* Worcester Public Schools

Signature\*  \_\_\_\_\_

Printed First and Last Name\* Robert Walton

Printed Title Information Technology Officer

Signature Date\* 10/23/2013

Tax ID 046001418

*\* indicates required field*

**Microsoft Affiliate**

Microsoft Licensing, GP

Signature \_\_\_\_\_

Printed First and Last Name

Printed Title

Signature Date

(date Microsoft Affiliate countersigns)

Agreement Effective Date

(may be different than Microsoft's signature date)

Optional 2<sup>nd</sup> Customer signature or Outsourcer signature (if applicable)

**Customer**

Name of Entity (must be legal entity name)\*

Signature\* \_\_\_\_\_

Printed First and Last Name\*

Printed Title

Signature Date\*

*\* indicates required field*

**Outsourcer**

Name of Entity (must be legal entity name)\*

Signature\* \_\_\_\_\_

Printed First and Last Name\*

Printed Title

Signature Date\*

*\* indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following



address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

**Microsoft Licensing, GP**  
Dept. 551, Volume Licensing  
6100 Neil Road, Suite 210  
Reno, Nevada 89511-1137  
USA



## Enrollment for Education Solutions

Enrollment Number <i>Microsoft to complete</i>		Qualifying Enrollment Number (if applicable) <i>Partner to complete</i>	
Previous Enrollment Number (if applicable) <i>Partner to complete</i>			

*If renewing Subscription Licenses from a Previous Enrollment or Agreement, the Previous Enrollment or Agreement number must be identified.*

**This Enrollment must be attached to a signature form to be valid.**

Please note that by entering into this Enrollment for Education Solutions (“Enrollment”). Institution, regardless of whether it is a primary/secondary school or a higher/further education entity, becomes part of the “Campus Program”. Institution’s reseller will use the Campus Program tools and pricing infrastructure to register Institution for this Enrollment. All communications from Microsoft will indicate that Institution is part of the Campus Program.

This Microsoft Enrollment for Education Solutions is entered into between the entities identified on the signature form as of the effective date. Institution represents and warrants that it is the same Institution that entered into the Campus and School Agreement identified on the signature form (“Agreement”) or an Affiliate of Institution. By entering into this Enrollment, Institution, regardless of whether it is a primary/secondary school or a higher/further education entity, becomes part of the “Campus Program.” Institution’s reseller will use the Campus Program tools and pricing infrastructure to register Institution for this Enrollment. All communications from Microsoft will indicate that Institution is part of the Campus Program. This Enrollment consists of (1) this document and the signature form, (2) the Agreement, and (3) any supplemental contact information form. The Agreement must be at least version 3.4 in order for the Enrollment to be valid.

**Effective date.** If Institution is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to “anniversary date” refers to the anniversary of the effective date each year this Enrollment is in effect.

Notwithstanding anything to the contrary in the Agreement, the terms and conditions in this Enrollment supersede any conflicting terms and conditions in the Agreement.

**Term.** This Enrollment will expire either 12 or 36 full calendar months from the Enrollment Effective Date, depending on Institution’s election below, and may be terminated earlier as provided in the Agreement. *Please select **only one** initial Enrollment term option:*

<input type="checkbox"/>	12 Full Calendar Months	<input type="checkbox"/>	36 Full Calendar Months
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**Prior Enrollment(s).** If renewing Software Assurance or Subscription Licenses from another Enrollment or agreement, the previous Enrollment or agreement number and end date must be identified in the respective boxes above. If renewing from multiple Enrollments or agreements, or transferring Software Assurance or MSDN details, the Previous Agreement/Enrollment form must be used.

# Terms and Conditions

## 1. Contact information.

Each party will notify the other in writing if any of the following information changes. Microsoft may disclose contact information as necessary to administer this Enrollment.

- a. **Primary contact information.** Institution must identify an individual from inside its organization to serve as Microsoft's primary contact with Institution for matters related to this Enrollment. Unless Institution designates an alternate online administrator in subsection (b) below, the primary contact will also be the online administrator for this Enrollment and will receive all notices from Microsoft related to this Enrollment. The online administrator may appoint other administrators and grant others access to online information.

**Name of entity (must be legal entity name)\*** Worcester Public Schools

**Contact name\*:** First Bob Last Walton

**Contact email address\*** waltonb@worc.k12.ma.us

**Street address\*** 20 Irving St.

**City\*** Worcester

**State/Province\*** MA

**Postal code\*** 01609

**Country\*** USA

**Phone** 508-799-3611

**Tax ID**

This contact is a third party (not Institution)

Warning: This contact receives personally identifiable information of Institution.

*\* indicates required fields*

- b. **Online Administrator and Notice Recipient.** Complete this only if Institution wants to designate an online administrator and notice recipient different from the primary contact designated in subsection (a) above.

Same as primary contact

**Name of entity\***

**Contact name\*:** First Last

**Contact email address\***

**Street address\***

**City\***

**State/Province\***

**Postal code\***

**Country\***

**Phone**

This contact is a third party (not Institution)

Warning: This contact receives personally identifiable information of Institution.

*\* indicates required fields*

- c. **Online Services Manager.** Institution must designate an Online Services Manager to receive communications from Microsoft concerning registration for Online Services ordered under this Enrollment, if any. The Online Services Manager may appoint other administrators and grant others access to online information.

Same as primary contact

**Name of entity\***

**Contact name\*:** First Last

**Contact email address\***

**Street address\***

**City\***  
**State/Province\***  
**Postal code\***  
**Country\***  
**Phone**

This contact is a third party (not Institution)

Warning: This contact receives personally identifiable information of Institution.

*\* indicates required fields*

- d. **Language preference.** Select the language for notices. English
- e. **Microsoft account manager.** Provide the Microsoft account manager contact for Institution.

**Microsoft account manager name:** Jason Lucas

**Microsoft account manager email address:** jlucas@microsoft.com

- f. **Reseller information.**

**Reseller company name\***  
**Street address (PO boxes will not be accepted)\***  
**City\***  
**State/Province\***  
**Postal code\***  
**Country\***  
**Contact name\***  
**Phone**  
**Contact email address\***  
*\* indicates required fields*

The undersigned confirms that the information is correct

<b>Name of Reseller*</b>
<b>Signature*</b> _____
<b>Printed name*</b>
<b>Printed title*</b>
<b>Date*</b>

*\* indicates required fields*

**Changing a reseller.** If Microsoft or the reseller identified above choose to cease doing business with one another, Institution must choose a replacement reseller. If Institution intends to change the reseller identified above for any other reason, Institution must notify Microsoft and the reseller being replaced in writing on a form provided by Microsoft at least 30 days prior to the date on which the change is to take effect. The change will take effect 30 days from the date of Institution's signature.

## **2. Definitions.**

Terms used but not defined in this Enrollment will have the definition in the Agreement. The following definitions also apply:

“Additional Product” means any Product identified as such in the Product List and chosen by Institution under this Enrollment.

“Alumni” means any Graduate, or former Student, Faculty or Staff of the Institution.

“Customer,” as used in certain supplemental forms (for example the program signature form), has the same meaning as “Institution.”

“Desktop Platform Product” means any Product identified on the Product List as such and that Institution chooses to license under this Enrollment (Desktop Platform Products may only be licensed on an Organization-wide basis under this program).

“Faculty” means any employees, contractors and volunteers who teach or perform research for Institution and use an Institution Qualified Desktop.;

“Graduate” means a Student who has completed (1) a grade or a level in a school or an educational institution in the Organization that qualifies the Student for enrollment into college or university or (2) a diploma or degree from a college or university in the Organization.

“Organization-wide Count” means the total quantity of Faculty and Staff in the Organization as listed in the table in the section of this Enrollment titled “Choosing licensing options; license grant.”

“Platform Online Service” means any Online Service identified on the Product List as such and that Institution chooses to license under this Enrollment. Platform Online Services are treated as Online Services, except as otherwise noted.

“Previous Enrollment or Agreement” means a School Subscription Enrollment, a Campus Subscription Enrollment, an Enrollment for Education Solutions, or an Open Value Subscription Agreement for Education Solutions.

“Qualified Desktop” means any device that is used for the benefit of the Organization or by or for the benefit of Students enrolled in the Organization and is (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Professional locally (in a physical or virtual operating system environment) or (2) a device used to access a virtual desktop infrastructure (“VDI”). Qualified Desktops do not include any device that is (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not managed (as defined in the Product List at the start of the applicable initial or renewal term of the Enrollment) by the Organization.

“Qualified User” means a User who (1) is a user of a Qualified Desktop or (2) accesses any server software or online services licensed within the Organization. It does not include a person who accesses server software or online services solely under a license identified in the Qualified User Exemptions in the Product List.

“Qualifying Enrollment” means an Enrollment for Education Solutions, the minimum requirements of which were met (*i.e.*, a Qualifying Enrollment was not used) and which was entered into by Institution or Institution’s Affiliate, each active and valid upon signing of this Enrollment. Institution must have been included in the Organization under an Enrollment for Education Solutions that is used as the Qualifying Enrollment.

“Staff” means any non-Faculty employees, contractors and volunteers who perform work for Institution and use an Institution Qualified Desktop;

“Student” means any student enrolled in any educational institution that is part of Institution’s Organization whether on a full-time or part-time basis.

“Student Count” means the total quantity of Students in the Organization as listed in the table in the section titled “Licensing options; license grant.”

“Student Qualified Desktop” means a Qualified Desktop owned, leased, or controlled by a Student or owned, leased, or controlled by the Organization and assigned for individual, dedicated use by a Student.

### **3. Overview of the Enrollment for Education Solutions.**

This Enrollment allows Institution to license Products on a subscription basis across its Organization. Institution defines its Organization and can select from two different licensing options ((1) Faculty and Staff or (2) Students), depending on the Users it wishes to enable to use the Products licensed.

The minimum requirements for this Enrollment are as follows:

- Institution must order at least one Desktop Platform Product for an Organization-wide Count of at least 1,000; OR
- Institution must order at least one Platform Online Service for Faculty and Staff in a quantity of 1,000; OR
- Institution must order at least one Desktop Platform Product for a Student Count of at least 1,000; OR
- Institution must order at least one Platform Online Service for Students in a quantity of 1,000.

These minimum requirements are waived if Institution has a Qualifying Enrollment.

Microsoft may refuse to accept this Enrollment if it has a business reason for doing so. At the end of the applicable term, Institution has the option to extend the Enrollment, enter into a new Enrollment, let the Enrollment expire, or, if applicable, purchase perpetual Licenses using the buy-out option.

#### 4. Defining Institution's Organization.

Define the Organization by choosing one of the options below. *Please select **only one** option.*

<input checked="" type="checkbox"/>	<b>Institution and all of its Affiliates</b> , departments and school locations ( <i>do not</i> list any entity in the below list)
<input type="checkbox"/>	<b>Institution only</b> (including all of its departments and school locations, but not including any Affiliates) ( <i>do not</i> list any entity in the below list)
<input type="checkbox"/>	<b>Institution <i>plus</i> the listed Affiliate(s) and/or department(s), school location(s), and/or clearly defined User group(s) if Affiliate is a school without departments or school locations, of Affiliate(s)</b> (please list the Affiliate(s), department(s), school location(s) and/or User group(s) of Affiliate(s) below)
<input type="checkbox"/>	<b>The listed department(s), school location(s), and/or clearly defined User group(s) if Institution or Affiliate is a school without departments or school locations, of Institution and any of its Affiliates, and any Affiliate(s)</b> (please list department(s), school location(s) and/or User group(s) and any Affiliate(s) below)

If Institution chooses to enroll specific departments, school locations, and/or clearly defined User groups, Institution must provide the department, school location, and/or defined User group names. If the department, school location, or User group is part of an Affiliate, Institution must also provide the name of the Affiliate. A department includes all segments of a department (e.g., a business school should include the business library). A department must be for educational purposes. Open access labs and other resource support centers do not qualify as separate departments.

List of participating Affiliates, departments, school locations, and/or clearly defined User groups




Institution may attach pages to this Enrollment if additional rows are needed.

## 5. **Licensing options; license grant.**

**Choosing a licensing option.** Institution may license Desktop Platform Products and Additional Products licensed Organization-wide for (1) Faculty and Staff and/or (2) Students. Institution must indicate the option(s) it chooses by marking the applicable box below and provide its initial Organization-wide Count and/or Student Count, as applicable. Institution must select at least one licensing option.

### Licensing Options.

- a. Faculty and Staff:** If Institution selects this option, Institution's Organization-wide Count must include all Faculty and Staff in its Organization. In calculating its Organization-wide Count, Institution must count a full-time member of its Faculty and Staff as 1, a part-time member of its Faculty as 1/3, and a part-time member of its Staff as 1/2.
- b. Students:** If Institution selects this option, Institution's Student Count must include all of the Students in its Organization. In calculating its Student Count, Institution must count a full-time Student as 1 and a part-time Student as 1/3.

Institution must provide an Organization-wide Count and/or Student FTE count even if only ordering Platform Online Services to meet Enrollment minimum requirements.

Category	Institution's Selection	Organization-wide Count and/or Student Count, as applicable
1. Faculty and Staff	<input checked="" type="checkbox"/>	3103
2. Students	<input checked="" type="checkbox"/>	25000

**License grant.** So long as Institution places orders pursuant to the Agreement and this Enrollment for any required Licenses and pays per the agreement with its reseller, Institution (and/or its Students, as applicable) will have the following rights during the term of this Enrollment:

- a.** If the Faculty and Staff option is chosen, each Qualified User in the Organization (including Students and public users of Qualified Desktops in an open lab) may run the Desktop Platform Products and the Additional Products licensed on an Organization-wide basis on any Institution Qualified Desktop. Institution is not required to count members of the public who access PCs that remain in Institution's open access labs or libraries. Institution may not permit remote access to software installed on PCs in open access labs or libraries. In the case of CALs, Institution may assign (1) a device CAL to each Institution Qualified Desktop and (2) a user CAL to each Faculty and Staff member, in both cases to access Institution's associated server software.
- b.** If the Student option is chosen, each Student in the Organization may run one instance of the licensed Desktop Platform Products and one instance of any Additional Products licensed Organization-wide on a Student Qualified Desktop. In the case of CALs, Institution may assign a user CAL to each Student to access Institution's associated server software. Student's right to use the software shall be governed by and subject to the relevant sections of the most current Product Use Rights.

Institution may run as many instances of other Additional Products as it wishes so long as adheres to the terms of the Agreement and this Enrollment and pays per the agreement with its reseller. Order quantities of Additional Products must be equal to the number of instances Institution runs.

If Institution is licensing Office Professional and SharePoint Server CAL (Enterprise or Standard) for Faculty and Staff in its Organization under this Enrollment, then Institution's Students and their parents may use Office Web Applications at no charge for the purpose of Students' education at Institution. There is no buy-out option for Office Web Applications.

**6. Price levels and prices.**

**Price levels.** Institution's Organization-wide Count or Student Count, as applicable, determines the price level of Desktop Platform Products. If Institution chooses to extend this Enrollment, the price level will be reset at the start of the extension term based on Institution's Organization-wide Count and/or Student Count at the time the extension order is placed. There are no price levels for Additional Products. Institution's price level does not change during the term of the Enrollment.

Select Price Level that Applies to Faculty and Staff Option	Organization Wide Count	Price level (Only Applicable For Desktop Platform products)
<input type="checkbox"/>	1,000	A
<input checked="" type="checkbox"/>	3,000	B
<input type="checkbox"/>	10,000	C
<input type="checkbox"/>	25,000	D

Select Price Level that Applies to Student Option	Student Count	Price level (Only Applicable For Desktop Platform products)
<input type="checkbox"/>	1,000	A
<input type="checkbox"/>	3,000	B
<input type="checkbox"/>	10,000	C
<input checked="" type="checkbox"/>	25,000	D

**Prices.** The price Institution will pay to license the Products will be determined by agreement between Institution and its reseller. However, Microsoft will provide the reseller with pricing at the outset of this Enrollment and will not increase the prices that it charges the reseller for the Products during the term of the Enrollment.

**7. How to order Products.**

- a. **Price and payment terms.** Price and payment terms for all Licenses ordered will be determined by agreement between Institution and its reseller.
- b. **Placing the initial order.** Orders must be submitted within 30 days of the Enrollment Effective Date. Institution may submit orders for Products that were not part of Institution's initial order, provided the order is placed in the same calendar month in which copies of the Products are first run. The following terms apply to initial orders and non-anniversary orders for Products not previously ordered:
  - (i) The initial order under the Enrollment must include Licenses for at least one Desktop Platform Product equal to Institution's Organization-wide Count or Student Count OR at least 1,000 Licenses for one or more Platform Online Services to be run by either Faculty and Staff or Students.
  - (ii) Orders for Licenses for Desktop Platform Products and all component products that are part of the Desktop Platform Products must include a number of Licenses equal to Institution's Organization-wide Count.
  - (iii) Licenses for Platform Online Services must be ordered in the exact quantity needed, provided such quantity is at least 1,000.

- (iv) Once the minimum ordering requirements under this Enrollment have been satisfied, Licenses for Additional Products must generally be ordered in any quantity needed, regardless of the Organization-wide Count or Student Count, provided sufficient Licenses are ordered to cover the use of the Additional Products. Licenses for certain Additional Products designated in the Product List, however, are required to be ordered in an amount equal to Institution's Organization-wide Count.
- (v) Licenses for Products offered under the Student offering must be ordered in an amount equal to the Student Count, with the exception of Online Services and certain other Products designated in the Product List. Once the minimum ordering requirements under this Enrollment have been satisfied, additional Licenses for Online Services other than Platform Online Services under the Student Offering may be ordered in any quantity, regardless of the Student Count, provided sufficient Licenses are ordered to cover the use of the Online Services. From time to time, Microsoft may offer additional licensing options for Students based on Licenses for Products ordered for Institution's Organization-wide Count, which will be described in the Product List.
- (vi) The Licensed Period for additional orders will be the same as the Licensed Period for Products ordered as part of the initial order.

**c. Adding more copies of Products previously ordered (non-anniversary).**

- (i) For Desktop Platform Products and Additional Products licensed Organization-wide, Institution is not required to obtain additional Licenses based on increases in the Organization-wide Count or Student Count after the date of the order. Institution must provide Microsoft with an updated Organization-wide Count and Student Count, however, on each anniversary of the Enrollment Effective Date during the Licensed Period.
- (ii) Except as provided in subsection (b)(i) above, Institution's right to run Additional Products and Online Services is based on the number of Licenses Institution has acquired for such Products. At any time during the Licensed Period (including any extension), Institution may only run the number of copies of a Product permitted by the Licenses purchased. Institution may order additional Licenses for Products as needed to run additional copies of Products. Institution must order additional Licenses for Products in the same calendar month in which the Products are first run.

Microsoft will invoice the reseller for Products ordered on a pro-rated basis corresponding to the number of full calendar months remaining in the Licensed Period to a minimum of 6 months. Microsoft will invoice the reseller for Online Services ordered on a pro-rated basis based on the number of full calendar months remaining in the Licensed Period. If Institution subsequently orders Licenses for additional Products that were not included on Institution's initial order, Microsoft will use the price list in effect on the date of the invoice to charge Institution's reseller for the additional Licenses. If Institution subsequently orders additional Licenses for Products that were included in Institution's initial order, Microsoft will use the price list in effect when the product was initially ordered to charge Institution's reseller for the additional Licenses.

**d. Extension orders and subsequent annual orders.** Institution must submit extension orders as follows:

- (i) **One-year Licensed Period.** Institution must submit an extension order to extend the Enrollment for another Licensed Period. Microsoft must receive the extension order prior to the expiration of the Licensed Period. Institution may change the Product selection and quantity of Licenses ordered in each extension order.
- (ii) **Three-year Licensed Period.** Microsoft must receive an anniversary order prior to each anniversary of the Enrollment Effective Date of the three-year Licensed Period. Microsoft must receive any extension order prior to the expiration of the initial three-year Licensed Period. Each anniversary order must include Licenses for at least the same types and quantities of Products as Institution ordered during the year following the Enrollment

Effective Date, except for step-ups and any Additional Products not ordered Organization-wide. When placing anniversary orders, Institution may order fewer Licenses for Online Services than the quantity of Institution's initial order as long as the anniversary order meets the minimum requirements for Platform Online Services.

- e. **Buy-out order.** If a buy-out option is available, Institution may order perpetual Licenses for Desktop Platform Products and Additional Products licensed Organization-wide in an amount at least equal to the Organization-wide Count, but not more than the number of Qualified Desktops in the Organization on the date of the buy-out order. The number of perpetual Licenses Institution may order for Additional Products shall be equal to the lowest number of Licenses ordered during any of the three 12-month periods immediately preceding the expiration of the Enrollment.
- f. **How to confirm orders.** Microsoft will publish password-protected information about orders placed by Institution, including an electronic confirmation of each order, b at <https://www.microsoft.com/licensing/servicecenter> or a successor site. Upon Microsoft's acceptance of this Enrollment, the individual designated by Institution as its Online Administrator will be granted access to this site.
- g. **Step up to a higher Product edition.** If a previously ordered Product has multiple editions, Institution may acquire a License for the higher-level software edition by "stepping up" (e.g., from Core CAL to Enterprise CAL or from SQL Server Standard Edition to SQL Server Enterprise Edition). The order requirements set forth in subsection 7(c) above apply to all step-ups.

## **8. *Work at home rights.***

During the Licensed Period, Faculty and Staff who are the primary users (as defined in the Product Use Rights) of an Institution Qualified Desktop running one or more Products licensed by Institution may run one copy of each licensed Product on a home PC that they own or lease (or, for work at home rights for a Client Access License, to access the server Products licensed by Institution from a home PC that they own or lease), solely for work-related purposes. The total number of Faculty and Staff exercising work at home rights for Desktop Platform Products and Additional Products licensed Organization-wide may not exceed Institution's Organization-wide Count. For other Additional Products, the total number of Faculty and Staff exercising work at home rights may not exceed the number of Licenses Institution has acquired for such Additional Products. If Institution upgrades the Product on the Qualified Desktop used by a Faculty or Staff member, the corresponding copy of the Product run on a home PC may likewise be upgraded. Work at home rights for Faculty or Staff automatically terminate upon cessation of employment by or other affiliation with Institution, and the Product may no longer be run on the home PC. Though Microsoft may offer both work at home rights and home use program rights under Software Assurance for a Product, Institution must choose to utilize either work at home rights or home use program rights for such Product, but not both.

## **9. *Perpetual Licenses for Graduates.***

Institution may, at any time during the Enrollment term, transfer certain Licenses to run Products on a Student Qualified Desktop to any Graduate. Institution must provide each such Graduate with a license agreement in the form provided by Microsoft. Upon the Graduate's acceptance of the terms of the license agreement, the Graduate's right to run the Products identified in the license confirmation becomes perpetual. Institution may not, however, transfer rights related to access Licenses, including CALs, or to Online Services to Graduates.

## **10. *Education Server Platform Licensing Option.***

If Institution licenses one or more of the CAL Products and corresponding Server Platform Products listed in the table below for the aggregate of Institution's Organization-wide Count (at least 1,000) and Student

Count (at least 1,000), Institution may run unlimited instances of any edition of the corresponding server Products that constitute the Server Platform Products available through this Enrollment.

Unless Institution chooses to step up to a higher Product edition, Institution must order the Products selected from the table below as part of each anniversary order. If there is an increase in Institution's Organization-wide Count or Student Count, Institution must submit an order for all CAL and Server Platform Products equal to the new count. Institution may aggregate the number of Licenses for CAL Products ordered under a Qualifying Enrollment to satisfy quantity requirements of this Enrollment, provided that such Qualifying Enrollment or its successor is valid and in effect during the term of this Enrollment.

Server Platform Products licensed under this licensing option may only be used by Faculty and Staff and Students in the Organization and by licensed external users using the Server Platform Products for the benefit of the Organization.

Licenses acquired under this section may not be transferred to Graduates. Institution may buy out CAL Products, but not Licenses for Server Platform Products acquired under these terms. Institution is prohibited from transferring Licenses acquired under this section.

Institution's use of the Products that constitute the Server Platform Products is subject to the Product Use Rights for the Server Platform Products.

<b>Product Selection</b>			
	<b>CAL Product Selected</b>	<b>Server Platform Product Selected</b>	<b>Server Product included for Unlimited Deployment</b>
<input type="checkbox"/>	SQL Server CALs	SQL Server Platform Academic	Unlimited Licenses for all editions of the corresponding server Products, plus all editions of BizTalk Server and associated external connectors.
<input type="checkbox"/>	Core CALs (acquired standalone or as part of a platform)	Core Server Platform Academic	Unlimited Licenses for all editions of the corresponding server Products, and associated external connectors.
<input type="checkbox"/>	Enterprise CALs (acquired standalone, as a step-up, or as part of a platform)	Enterprise Server Platform Academic	Unlimited Licenses for all editions of the corresponding server Products and external connectors, plus System Center 2012 Datacenter and Windows Rights Management Service External Connector.

## **11. Qualifying systems Licenses.**

The desktop operating system Licenses granted under this program are upgrade Licenses only. Full desktop operating system Licenses are not available under this program. If Institution selects the Windows Desktop Operating System Upgrade, all Qualified Desktops on which Institution runs the Windows Desktop Operating System Upgrade must be licensed to run one of the qualifying operating systems identified in the Product List at <http://www.microsoft.com/licensing/contracts>. Note that the list of operating systems that qualify for the Windows Desktop Operating System Upgrade varies with the circumstances of the order. That list may be more extensive at the time of Institution's initial order than it is for some system refreshes at other times during the term of the Licensed Period. Exclusions are subject to change when new versions of Windows are released.

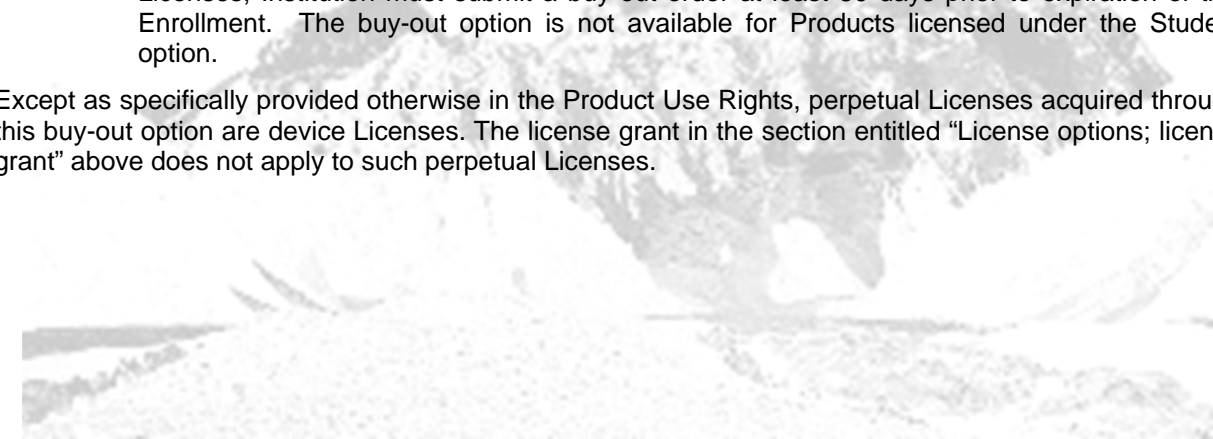
*For example, the following are not considered qualifying operating systems: (1) embedded operating systems; (2) Linux; and (3) OS/2. These are examples of exclusions only. Please see the Product List for all current qualifying operating systems.*

## **12. Options upon completion of a Licensed Period.**

Microsoft will notify Institution in writing prior to the expiration of the Enrollment. The notice will advise Institution of the option to (1) extend the Enrollment, (2) submit a new Enrollment, (3) exercise the buy-out option, or (4) allow the Enrollment to expire. Microsoft will not unreasonably reject any extension order or new Enrollment. However, Microsoft may make a change to this program that will make it necessary for Institution to enter into a new agreement prior to extending or submitting new Enrollment. Each Licensed Period will start the day following the expiration of the prior Licensed Period:

- a. One-year Licensed Period.** Institution may elect to extend an initial one-year Licensed Period for (1) up to five consecutive terms of 12 full calendar months or (2) one term of 36 full calendar months.
- b. Three-year Licensed Period.** Institution may elect to extend an initial three-year Licensed Period for either (1) up to three terms of 12 full calendar months or (2) one term of 36 full calendar months.
- c. Buy-out option.** Institution may elect to obtain perpetual Licenses for Products licensed under this Enrollment, provided it has licensed such Products under one or more Enrollments (including any extensions) under the Agreement (or a predecessor agreement) for at least 36 full calendar months immediately preceding expiration of this Enrollment. To obtain perpetual Licenses, Institution must submit a buy-out order at least 30 days prior to expiration of this Enrollment. The buy-out option is not available for Products licensed under the Student option.

Except as specifically provided otherwise in the Product Use Rights, perpetual Licenses acquired through this buy-out option are device Licenses. The license grant in the section entitled "License options; license grant" above does not apply to such perpetual Licenses.





## Enrollment for Education Solutions Amendment ID CTM

000-jegraham-E262

1. This Enrollment for Education Solutions Amendment (“Amendment”) is entered into between the entities as of the effective date identified below. The terms and conditions in this Amendment supersede any conflicting terms and conditions in the Agreement or Enrollment for Education Solutions (“Enrollment”).
2. The effective date of this Amendment is November 1, 2013.
3. **Delete section entitled “Enrollment Term” and replace with the following:**

<input type="checkbox"/>	12 Full Calendar Months	<b>X</b>	60 Full Calendar Months
--------------------------	-------------------------	----------	-------------------------

The Licensed Period begins immediately and expires 60 full calendar months for a Five-year Licensed Period, unless earlier terminated or extended (as applicable) as provided in the Agreement. All terms in the Agreement related to a Three Year licensed period are deemed amended for a Five Year licensed period solely this Enrollment. Such Five-year licensed period is subject to Institution’s right to terminate under applicable law without penalty and section 18 (c) of the Agreement. Microsoft has provided the option of a Three Year licensed period which Worcester Public Schools has declined.

Reseller acknowledgement

Name of Reseller

Printed Name

Printed Title

Date

Reseller Signature

This amendment must be attached to a signature form to be valid.



Date: September 6, 2013  
To: Debra Seymour  
Worcester Public Schools  
From: Jim Marsallo, Jr.  
Ontario Investments, Inc.

Dear Debra:

Thank you for allowing Ontario the opportunity to offer our lease services to the School District. Our leasing services have already achieved outstanding success with the Commonwealth since 1998. We, at Ontario, understand the request and the requirements that the School District has outlined in this Solicitation.

Our qualifications and experience are highlighted by the fact that we have been an active vendor with the Commonwealth for over 15 years, and we have worked with numerous Commonwealth agencies as well as local governments within the Commonwealth. Our customers choose our leasing services for the combination of reliability, stability, price and service that only Ontario can offer. From the largest state agencies to the smallest local town governments, Ontario provides exceptional service at an outstanding value. All of the lease parameters, procedures and documentation will be derived directly from your terms and conditions listed below as well as the Commonwealth's Leasing Contract ITC49.

Ontario's lease rates are outlined at the end of this response. They follow the format that you provided in the Bidder Response Templates of the original Solicitation. Also, at the end of this response are the standard ITC49 forms that will need to be executed should Ontario be awarded the bid. There are no other forms that will need to be executed. There will not be any additional costs other than the lease rates provided. Once the School District has signed the Acceptance document provided, the lease will commence and Ontario will be authorized to make payment, in full, to all vendors that received a purchase order from Ontario.

Debra, please do not hesitate to contact me with any questions that you may have. I look forward to hearing from you at your earliest convenience.

Sincerely,

A handwritten signature in black ink that reads "Jim".

Jim Marsallo, Jr.  
Vice President

---

**Worcester Public Schools**  
**Worcester, MA**

---

**Computer Lease Project Quotes from  
MA ITC49 Lease Vendors**

**August 14, 2013**

## Requirements for Worcester Public Schools 2013-2014 Lease of IT Equipment

### 1. Purpose

The Worcester Public School district has approximately 7,000 computers, most of which are running Windows XP. Microsoft plans to discontinue support for Windows XP on April 8, 2014. The district has budgeted for a large scale replacement of all of its Windows XP computers. The district plans on seeking four sets of quotes. One set will be from computer manufacturers, another from laptop manufacturers, another from local computer installers, and another from Microsoft for the Microsoft Enrollment for Education Solutions (EES) agreement. The district will package the winning quotes from each category, and seek quotes from lease companies for a 5 year lease. The purpose of this solicitation is to obtain quotes from selected lease vendors on Massachusetts state contract ITC49. Pricing should be MA ITC49 contract pricing or better.

### 2. Definitions

Herein the *district* shall refer to the Worcester Public School as the district, the *computer vendor* shall refer to the computer vendor providing computer hardware pricing and delivery, the *laptop vendor* shall refer to the laptop vendor providing laptop hardware pricing and delivery, the *installer vendor* will be the vendor chosen by the district to receive delivery, store, image, deliver, setup the computers on the district's network, and the *lease vendor* will be the vendor the district chooses to finance the entire purchase. District is the Lessee and the lease vendor is the lessor.

### 3. Eligible Vendors

The district will accept quotes from selected state authorized ITC49 vendors.

### 4. Lease Vendor Services Specifications and District Responsibilities

- a. Lease term: The district require a 5 year 60 month lease. Lease will not automatically renew. It will be the Lessors responsibility to contact Lessee's Purchasing Department ninety (90) days prior to the lease end date to discuss end of lease options. The Lessee will advise Lessor of the selected option sixty (60) days prior to the lease end date.
- b. Return of equipment: The district does not plan on acquiring any of the leased equipment or services at the end of the lease term. At the end of the lease, the district will contract with another vendor to remove and return leased equipment to lease vendor. The district will have 120 days after the end of the lease term to return all physical leased assets. When returning the equipment leased, Personal Computers, Laptops, and Monitors will be like for like or greater value, rather than serial number specific. The district will not be liable for normal wear and tear on the equipment and will not be subject to a reconditioning fee. When shipping the returned equipment to the determined destination, shrink wrap to skids will be an acceptable means of packaging.
- c. Purchase orders: complete purchase orders must be issued by the lease company to computer, laptop, software, and installer vendors within 15 days of written acceptance by the district.

- d. Insurance: As per ITC49 Terms and Conditions: *The Statewide IT Asset Lease Services Contractor (and its insurers, if any) shall bear all risk of loss to the IT Asset. The Statewide IT Asset Lease Services Contractor shall hold title to the IT Asset and shall be fully responsible for the risk of loss and insurance costs for any loss, damage or liability associated with the IT Asset. The Eligible Entity shall be liable for loss or damage to the IT Asset due to the negligence of the Eligible Entity or theft by a state employee.*

The district will take reasonable care to secure its buildings and the contents of those buildings. The district does not physically lock IT assets to fixed surfaces within the schools. Not locking computers does not constitute negligence on the part of the district. Thefts, other than by district employees, do not constitute negligence.

- e. Shipping Address: Once the district chooses a lease vender, the lease vendor must work with the district and the other vendors to insure deliveries are made properly. For example, all quotes attached list the Worcester Public Schools as the delivery address. Before ordering, the lease vendor will need to work with the other vendors to change the address to the install vendor before sending purchase orders.

#### 5. Pricing, Terms, and State Contract

- a. All services being offered must be on contract at time of purchase. This contract overrides any conflicting terms listed in ITC49.
- b. All prices quoted must be inclusive of all terms stated in this solicitation
- c. With the bid, the Lessor must supply a blank copy of all lease documents that will be required to be executed during the term of the lease. This includes documents such as Master Lease, Schedules, Acceptance Certificates, Exhibits, standard letter agreements, etc.
- d. The equipment and services covered under this lease are included in the appendices below.
- e. Payments: The district will receive 1,400 computers per month from the computer vendors. Laptops and software will be delivered within 45 days of lease start date. District will make quarterly lease payments. First lease payment will be due January 30, 2014. Second lease payment will be due April 30, 2014, third lease payment will be due July 30, 2014 and fourth lease payment will be due October 30, 2014. Subsequent lease payments will occur on January 30, April 30, July 30, and October 30<sup>th</sup> as per the schedule below.
- Lease vendor shall provide a payment schedule with equal payments spread over the term of the lease that complies with the schedule below. The district will not accept "Interim Rent" charges. Lease will commence at date of signing and will cease 60 months after signing. Payment schedule will be quarterly as outlined below. Advance payments or deposits (i.e. Last Payment at beginning of lease) will not be allowed by the Lessor.

Payment Due Dates			
January 30, 2014	April 30, 2014	July 30, 2014	October 30, 2014
January 30, 2015	April 30, 2015	July 30, 2015	October 30, 2015
January 30, 2016	April 30, 2016	July 30, 2016	October 30, 2016
January 30, 2017	April 30, 2017	July 30, 2017	October 30, 2017
January 30, 2018	April 30, 2018	July 30, 2018	October 30, 2018

## **6. Evaluation**

- a. Criteria for evaluation will be Monthly Payments, Vendor Qualifications, Existing Relationship with Vendor, Requirements and Costs Regarding Return of Equipment if Any, Terms of Lease

## **6. Due Date and Delivery of Quotes**

- a. Vendors must submit a scope of work addressing the terms of this solicitation. Include backup documentation to address all areas of the Evaluation criteria stated above. Include a blank copy of all lease documents that will be required to be executed during the term of the lease. This includes documents such as Master Lease, Schedules, Acceptance Certificates, Exhibits, standard letter agreements, etc.

Price quoted should be inclusive of all terms of this solicitation and be fixed quarterly price.

Deadline: 12:00 noon EST, September 6, 2013

All questions should be addressed to [SeymourD@worc.k12.ma.us](mailto:SeymourD@worc.k12.ma.us) via email only, by noon August 30, 2013. All answers to questions will be emailed to all selected vendors.



## Appendix A – Computer Hardware 7,210 units (no tax)

The Dell Online Store: QUOTE-TO-ORDER

[https://ecom.dell.com/dellstore/qto\\_summary.aspx?e=us&l=en&es=qto66](https://ecom.dell.com/dellstore/qto_summary.aspx?e=us&l=en&es=qto66)

Buy Online or Call 1-888-242-0959

Dell recommends Windows.



### QUOTE-TO-ORDER

\* Indicates Required Fields

#### Quote Summary

Please review the accuracy of this information before proceeding to checkout.

#### Quote Details

Dell quote number:	660355239
Dell customer number:	4719146
Dell sales representative:	CHARLES MCGINTY
Dell sales representative phone:	(800) 456-3355 - 80000
Date of quote:	August 12, 2013 5:50 AM CST

#### Billing Address

JOHN BURKE  
WORCESTER PUBLIC SCHOOL  
Dell Customer # 4719146  
20 IRVING ST  
WORCESTER, MA 01609  
508 7993611

#### Shipping Address

JOHN BURKE  
WORCESTER PUBLIC SCHOOL  
Dell Customer # 4719146  
20 IRVING ST  
WORCESTER, MA 01609  
508 7993611

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#### Description

OptiPlex 7010 Small Form Factor EPA Base  
Date & Time: August 13, 2013 9:45 AM CST

#### SYSTEM COMPONENTS

Catalog Number: 0

Module	Description	Show Details
OptiPlex 7010 Small Form Factor EPA Base	OptiPlex 7010 Small Form Factor EPA Base	
Windows 7 Pro, 64-bit, OptiPlex, English, National Academic LOE Required	Windows 7 Pro, 64-bit, OptiPlex, English, National Academic LOE Required	
Windows 7 Pro, 64-bit, OptiPlex, English, National Academic LOE Required	Windows 7 Label, OptiPlex, Fixed Precision, Vostro Desktop	
Windows 7 Pro, 64-bit, OptiPlex, English, National Academic LOE Required	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps), OptiPlex	
3rd Gen Intel Core i3-3220 Processor (Dual Core, 3.30GHz, 3MB, w/ HD2500 Graphics), Dell OptiPlex 7010	Software, DDPA (Dell Data Protection Access), version 2.3, OptiPlex x010	
4GB, NON-ECC, 1600MHZ DDR3, 1DIMM, OPTI	3rd Gen Intel Core i3-3220 Processor (Dual Core, 3.30GHz, 3MB, w/ HD2500 Graphics), Dell OptiPlex 7010	
Dell USB KB, English, WIN7/8, OptiPlex and Precision Desktop	4GB, NON-ECC, 1600MHZ DDR3, 1DIMM, OPTI	
No Monitor Selected, Dell OptiPlex	Dell USB KB, English, WIN7/8, OptiPlex and Precision Desktop	
Intel® Integrated Graphics w/o Adapters, OptiPlex	No Monitor Selected, Dell OptiPlex	
500GB Hybrid Solid State Drive with 8GB Flash, OptiPlex SFF and Desktop	Intel® Integrated Graphics w/o Adapters, OptiPlex	
Dell MS111 USB Optical Mouse, OptiPlex and Fixed Precision	500GB Hybrid Solid State Drive with 8GB Flash, OptiPlex SFF and Desktop	
	Dell MS111 USB Optical Mouse, OptiPlex and Fixed Precision	

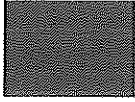
Intel Standard Manageability, Dell OptiPlex 7010	Intel Standard Manageability, Dell OptiPlex 7010
8X SlimLine DVD-ROM, Dell OptiPlex	8X SlimLine DVD-ROM, Dell OptiPlex
Heat Sink, Perf/Instrm, SFF, OptiPlex	Thank you for Choosing Dell
Internal Speaker, OptiPlex	Heat Sink, Perf/Instrm, SFF, OptiPlex
	Internal Speaker, OptiPlex
	OptiPlex 7010 Small From Factory, Up to 90 Percent Efficient Power Supply
OptiPlex 7010 Small From Factory, Up to 90 Percent Efficient Power Supply	Enable Low Power Mode for EUP Compliance, Dell OptiPlex
	Regulatory label, Mexico, for OptiPlex 7010 Small Form Factor
Safety/Environment and Regulatory Guide (English)	Safety/Environment and Regulatory Guide (English)
	Power Cord, 125V, 2M, C13, Dell OptiPlex
No ESTAR Settings, OptiPlex	No ESTAR Settings, OptiPlex
No Resource DVD for Dell OptiPlex, Latitude, Precision	No Resource DVD for Dell OptiPlex, Latitude, Precision
Chassis Intrusion Switch, OptiPlex SFF	Chassis Intrusion Switch, OptiPlex SFF
1 W ready mode - exceeds FEMP 3W recommendation. Mode can be disabled in BIOS. OptiPlex	1 W ready mode - exceeds FEMP 3W recommendation. Mode can be disabled in BIOS. OptiPlex
No Quick Reference Guide, Dell OptiPlex	No Quick Reference Guide, Dell OptiPlex
Shipping Material for System, Small Form Factor, Dell OptiPlex 990	Shipping Material for System, Small Form Factor, Dell OptiPlex 990
No Productivity Software, Dell OptiPlex, Precision and Latitude	No Productivity Software, Dell OptiPlex, Precision and Latitude
	Basic Hardware Service: Next Business Day Onsite Service After Remote Diagnosis 4 Year Extended
	Basic Hardware Service: Next Business Day Onsite Service After Remote Diagnosis Initial Year
Basic Hardware Service: Next Business Day Onsite Service After Remote Diagnosis 4 Year Extended	Dell Limited Hardware Warranty Plus Service Extended Year(s)
	Dell Limited Hardware Warranty Plus Service Initial Year
	Dell ProSupport Service Offering Declined
Thank you for buying Intel/Dell	Thank you for buying Intel/Dell
CFI,FEE,INTG,SO,AT,MED,BASWC,Factory Install	CFI,FEE,INTG,SO,AT,MED,BASWC,Factory Install
	Custom Operations PM Support

TOTAL: \$490.50

	<b>Total Price</b>
Sub-total	\$490.50
Shipping & Handling	\$0.00
Tax <sup>4</sup>	\$30.51
<sup>4</sup> Exemptions reflected in final checkout page only	
<b>Total Price<sup>1</sup></b>	<b>\$521.01</b>
In the event that you are subject to a tax holiday, you will not be charged tax.	

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## Appendix B – Computer Monitors 7,210 units (no tax)

The Dell Online Store: QUOTE-TO-ORDER

[https://ecom.dell.com/dellstore/qto\\_summary.aspx?e=us&l=en&es=qto66](https://ecom.dell.com/dellstore/qto_summary.aspx?e=us&l=en&es=qto66)

Buy Online or Call 1-888-242-0959

Dell recommends Windows.



### QUOTE-TO-ORDER

▲ Indicates Required Fields

#### Quote Summary

Please review the accuracy of this information before proceeding to checkout.

#### Quote Details

Dell quota number:	659321668
Dell customer number:	4719146
Dell sales representative:	BRAD B KURUSZ
Dell sales representative phone:	(800) 456-3355 - 80000
Date of quote:	July 31, 2013 4:03 AM CST

#### Billing Address

JOHN BURKE  
WORCESTER PUBLIC SCHOOL  
Dell Customer # 4719146  
20 IRVING ST  
WORCESTER, MA 01609  
508 7993611

#### Shipping Address

JOHN BURKE  
WORCESTER PUBLIC SCHOOL  
Dell Customer # 4719146  
20 IRVING ST  
WORCESTER, MA 01609  
508 7993611

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#### Description

TOTAL: \$81.59

TOTAL: \$0.00

#### Total Price

Sub-total \$81.59

Shipping & Handling \$0.00

Tax\* \$5.10

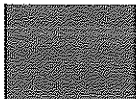
\*Exemptions reflected in final checkout page only

**Total Price<sup>1</sup> \$86.69**

In the event that you are subject to a tax holiday, you will not be charged tax.

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## Appendix C – Laptop Hardware 75 units (no tax)

The Dell Online Store: QUOTE-TO-ORDER

[https://ecom.dell.com/dellstore/qto\\_summary.aspx?e=us&l=en&cs=qto66](https://ecom.dell.com/dellstore/qto_summary.aspx?e=us&l=en&cs=qto66)

Buy Online or Call 1-888-242-0959

Dell recommends Windows.



### QUOTE-TO-ORDER

\* Indicates Required Fields

#### Quote Summary

Please review the accuracy of this information before proceeding to checkout.

#### Quote Details

Dell quote number:	660364136
Dell customer number:	4719146
Dell sales representative:	BRAD B KURUSZ
Dell sales representative phone:	(800) 456-3355 - 80000
Date of quote:	August 13, 2013 2:30 AM CST

#### Billing Address

JOHN BURKE  
 WORCESTER PUBLIC SCHOOL  
 Dell Customer # 4719146  
 20 IRVING ST  
 WORCESTER, MA 01609  
 508 7993611

#### Shipping Address

JOHN BURKE  
 WORCESTER PUBLIC SCHOOL  
 Dell Customer # 4719146  
 20 IRVING ST  
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 508 7993611

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#### Description

Dell Latitude 3330  
 Date & Time: August 13, 2013 9:49 AM CST

#### SYSTEM COMPONENTS

Catalog Number: 0

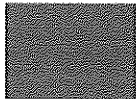
Module	Description	Show Details
Dell Latitude 3330	Dell Latitude 3330	
Win7 Pro Academic COA	Win7 Pro Academic COA	
6 cell Battery (65 WHr)	6 cell Battery (65 WHr)	
No Wireless Wan Card	No Wireless Wan Card	
4GB (1x4GB) 1600MHz DDR3L Memory	4GB (1x4GB) 1600MHz DDR3L Memory	
Internal English Keyboard	Internal English Keyboard	
Intel HD 4000 Graphics for 3rd Generation Intel processors	Intel HD 4000 Graphics for 3rd Generation Intel processors	
Intel 6235 2x2 802.11n + Bluetooth 4.0 + WIDI Driver	Intel 6235 2x2 802.11n + Bluetooth 4.0 + WIDI Driver	
128GB Mobility Solid State Drive	128GB Mobility Solid State Drive	
Intel 6235 2x2 802.11n + Bluetooth 4.0 + WIDI	Intel 6235 2x2 802.11n + Bluetooth 4.0 + WIDI	
US Power Cord	US Power Cord	
System Documentation, English	System Documentation, English	
Microsoft Office Trial, MJJ, OptiPlex, Precision, Latitude	Microsoft Office Trial, MJJ, OptiPlex, Precision, Latitude	
Basic Hardware Service: Mail-In Service, 24x7 Technical Support, Initial Year	Basic Hardware Service: Mail-In Service, 24x7 Technical Support, Initial Year	
	Dell Limited Hardware Warranty Plus Service, Initial Year	
	Dell Limited Hardware Warranty Plus Service,	

	Extended Year(s)
	Basic Hardware Service: Mail-in Service, 24x7 Technical Support, 4 Year Extended
Energy Star 5.2 qualified/EPEAT registered for Latitude 3330	Energy Star 5.2 qualified/EPEAT registered for Latitude 3330
3rd Generation Intel Core i5-3337U processor (3M Cache, up to 2.7 GHz)	3rd Generation Intel Core i5-3337U processor (3M Cache, up to 2.7 GHz)
Integrated 720p HD video webcam	Integrated 720p HD video webcam
Shipping Material for Latitude 3330	Shipping Material for Latitude 3330
Intel(R) Core(TM) i5 Processor Label	Intel(R) Core(TM) i5 Processor Label
13.3in HD, (1366 X 768) 16:9, Anti-Glare	13.3in HD, (1366 X 768) 16:9, Anti-Glare
	Software for Integrated Camera
	Windows 7 Label, Latitude, Vostro and Mobile Precision Notebooks
	Dell Back-up and Recovery Manager for Win7, MUJ,Optiplex, Precision, Latitude
Software for Integrated Camera	Thank you for buying Dell
	Dell Data Protection   Access Authentication Software
	Dell Client System Update
	Adobe Reader 11
	Not Selected In this Configuration
	Visit <a href="http://www.dell.com/encryption">www.dell.com/encryption</a>
No Security Software	No Security Software
65W AC Adapter, 3-pin	65W AC Adapter, 3-pin
Standard shipment	Standard shipment
CFI,FEE,INTG,SO,AT,MED,BASWC,Factory Install	CFI,FEE,INTG,SO,AT,MED,BASWC,Factory Install
	<b>TOTAL: \$686.00</b>

	<b>Total Price</b>
Sub-total	\$686.00
Shipping & Handling	\$0.00
Tax*	\$42.87
*Exemptions reflected in final checkout page only	
<b>Total Price<sup>1</sup></b>	<b>\$728.87</b>
In the event that you are subject to a tax holiday, you will not be charged tax.	

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**MicroNet**

Associates, Inc.

*MA ITC47 vendor*

Request for Proposal for the  
Worcester Public Schools  
2013-2014 Desktop Computer Install Project

**Submitted: August 9, 2013**

231 South Street  
Hopkinton, Massachusetts 01748

Toll Free: 800-400-MNET (6638) • [www.micronetassociates.com](http://www.micronetassociates.com)

---

### Proposal Overview

MicroNet Associates, Inc. is pleased to present this proposal to the Worcester Public Schools for your 2013-2014 Desktop Computer Installation Project.

We believe MicroNet is uniquely qualified to manage and execute this project. We have enclosed a list of over 35 public sector projects that we have completed over the past 19 years. These projects included the deployment of over 20,000 pcs, most in the K-12 educational environment. Most also included complete network and server installations and provided turn-key solutions. We do not believe that any other vendor has this breadth of experience.

We also have a long standing relationship with the Worcester Public Schools that spans MicroNet's 19 years and 9 years as Micros Unlimited. We have been the vendor for each of Worcester's new school projects since 1995 as well as a number of pc refresh projects. We installed WPS's first administrative network and have been providing network infrastructure support and guidance for over 25 years. We have complete knowledge of the physical buildings as well as long standing relationships with WPS personnel, both in the technical group and in the schools.

We understand that this is a very important project, and will form the basis for a new paradigm going forward. Installing new computers in a K-12 environment is a complex task. Replacing an existing computing structure in a K-12 environment can be even harder. There are a myriad of small details that, if overlooked, can make the process quite painful and frustrating for the end-users as well as the deployment teams.

This is another area where we are unique. To execute our projects more efficiently and accurately, we have developed proprietary software and tools to assist in our deployments. These tools will also be useful to WPS in this project and will allow our teams to streamline this installation and also be useful for ongoing support. We will describe some of these tools below when discussing the network integration portion of our proposal.

Beyond these issues, with a project of this scope, changes can be implemented from the start that would be much more difficult to impose on an existing structure. With our deployment experience, we can help design these changes at the start of the project.

We have sufficient available warehouse space to accept the entire 7000 pc and monitor order. We have also developed systems that allow us to image over 600 pcs in a single 8 hour day.

### Scope of Work

Because of the size and complexity of the project, we have split our services into two categories. The first being physical installation services, and the second being engineering services.

#### Physical Installation Services

The physical installation consists of what you would expect. Removing the old computers and installing the new ones. We have taken the following factors into consideration:

- 1) The existing computers are mostly installed in a classroom environment and access will not be ideal.
- 2) Many of the buildings have no elevators. We will be required to move significant quantities of the computers using the stairs.
- 3) Almost all of the buildings have no loading docks.
- 4) Many of the schools do not have clearly labeled room numbers, so deployment will be a little more complex.
- 5) We will be doing most of our work after normal business hours.
- 6) Deployment will be to more than 50 different locations.
- 7) Computers and monitors will be recycled with an eSteward recycler and a certificate of destruction will be provided for each hard drive.

#### Engineering Services

The network related services consist of:

- 1) Image creation
- 2) Imaging
- 3) Printer deployment
- 4) Domain integration
- 5) Network integration
- 6) Design Services
- 7) Project Management

- 1) Image creation

We will assist the WPS Team with image preparation. We will create an initial base image for the select OEM hardware. We will then assist in the creation of the required images for each application. We have been building images since the introduction of Windows 95. We developed imaging tools for Gates Lane School and rolled out 8 images for the various grade levels and admin computers.

## 2) Imaging

We will provide just-in-time imaging. This will allow our teams to adjust any issues found during testing and deployment. We will also provide imaging tools to the WPS team for future use.

## 3) Printer deployment

Printer deployment can be an area of significant friction, especially when the deployed printer models are older and non-homogenous. There might be an issue connecting older printers to newer computers. There might not be current drivers available for older models. Making a profile-independent connection between the workstation and printer can also be problematic. If the printer lacks network connectivity, they must be connected and shared on a local workstation.

We have developed a set of tools that can address all of these issues efficiently and accurately. We also will work the WPS team to implement an active directory group-policy based printer deployment using our proprietary tools. (The solution will be implemented using standard windows mechanisms.) We will provide these tools as a deliverable for future WPS use. (Our tools will provide automated local printer sharing, server print queue creation and sharing, local driver installation, and dhcp reservations if desired).

## 4) Domain Integration

We have developed tools that allow quick and accurate domain integration. One step domain joining and naming. Automated OU creation and OU population (for printer policies et al). Our tools will also create a global database that contains a record for each deployed computer. This record contains information regarding building, room, computer name, computer type, serial number, mac address, date deployed, shared printer status and printer connections. This data base can be used post deployment for tracking and inventory purposes. It will also track the overall project progress and deployment status. We will also provide these tools as a deliverable for future use. This database will be available on the WPS network so the project managers can track the deployment progress and status of each building.

## 5) Network integration

Since the network is preexisting, most of the tools we use for network setup and integration will be unused. However one useful tool will allow exporting the MAC address from the global integration database to a DHCP server for reservation setup. This will be useful for the admin pcs and will save a great deal of time for the WPS team.

6) Design Services

A project of this scope affords one the ability to consider making some major changes to the status quo. (Since you are planning to subscribe to a Microsoft OVS-EES agreement, an example would be assisting in a migration to a Microsoft based antivirus solution.) MicroNet would work with the WPS team, bringing our experience from other similar projects. Besides the new school projects we have executed, we have also done a number of similar "refresh" projects. Both the Malden and the Medford Public Schools engaged MicroNet for their complete pc replacement projects. Malden chose to completely update two schools at a time over a number of years. Medford chose to replace all of the computers in each of their schools over a 6 week period last summer. Our experience with these projects will be shared with the WPS team.

7) Project Management

A project of this size will require significant project management skills. We have managing projects of this type for over 25 years. We will coordinate with the hardware OEM, the WPS technical team, the WPS facilities team and others as required.

Pricing

For this proposal we have simplified our pricing structure. Our pricing is per pc deployed.

Physical installation services	\$45 per pc
Network installation services	\$25 per pc

Summary

We would like to thank the Worcester Public Schools for the invitation to respond to this RFP.

This project will be a great improvement for the district's computing resources, and we would look forward to accomplish a successful implementation.

On every project we have done, both for WPS and others, we have demonstrated an ability to be very dynamic and flexible, responding to chaotic situations that can occasionally occur. We complete the projects on time and without added expense.

**Appendix E- Microsoft EES Software License (Annual)**



Dell Customer Confidential

**Quotation**

Quote Number: WPB13080601  
 Quote Expires: Aug 31, 2013

**Patrick Bates**  
 Inside Account Manager  
 One Dell Way  
 RR2C  
 Round Rock, TX 78682  
 P: (512) 728-6778  
 F: (512) 283-7939  
 Patrick\_Bates@dell.com

Customer: MA-E WORCESTER PUBLIC SCHOOLS  
 Contact: Bob Walton  
 Customer #: 180186  
 Phone: (508) 799-3266  
 Fax:  
 E-mail: waltonb@worce.k12.ma.us  
 Date of issue: Aug 06, 2013

PLEASE SEE IMPORTANT TERMS AND CONDITIONS AT THE BOTTOM OF THIS QUOTATION

Product Description	Part #	Quantity	Unit Price	Ext. Price
DSKTPEDU ALNG LIC-SAPK MVL ENT CAL	2UJ-00003	3103	\$50.30	\$158,090.90
DSKTPOPTMZTNPKFORSALNG SUBSVL MVL PERDVC FORWNSA	WSB-00068	3103	\$2.94	\$9,122.82
CS-MSITACADEMY ALNG SUBSVL MVL SRVCS	64R-00068	1	\$1,273.05	\$1,273.05
OFF365PA2 SHRDSVR ALNG SUBSVL MVL PERUSR-FAC	M6K-00001	4000		
OFF365PA2 SHRDSVR ALNG SUBSVL MVL PERUSR-STU	M6K-00001	25000		

Notes: New EES-Agreement and enrollment paperwork required. Pricing subject to change after 8/31/13. Pricing from MA state contract ITS42.	Product Sub Total	\$166,476.77
	Grand Total	\$166,476.77
		USD

Quote Prepared By: Patrick Bates

- Customer's purchase is subject to Dell's Terms and Conditions of Sale found at [www.dell.com](http://www.dell.com), unless Customer has a separate purchase agreement with Dell.
- Sales tax is based on the "ship to" address on your invoice. Please indicate your locality status on your purchase order. If exempt, Customer must have an Exemption Certificate on file.
- If you have a question re: your tax status, please contact your Dell | ASAP Software Inside sales representative listed above. Shipments to California for certain products, a State Environmental Fee of up to \$16 per item may be applied to your invoice. Prices do not reflect this fee unless noted. For more information, refer to [www.dell.com/eco](http://www.dell.com/eco).
- All product descriptions and prices are based on latest information available and are subject to change without notice or obligation.
- All prices are based on Net 30 Terms. If not shown, shipping, handling, taxes, and other fees will be added at the time of order, where applicable.
- Customer understands and acknowledges that all warranties, representations and returns are subject to the manufacturer, publisher or distributor guidelines.

Rev. 10/2007

**Appendix F: Summary of Costs**

The district has budgeted a fixed amount for this project. The district would like to maximize the hardware and software under this lease agreement. The lease factor provided by the leasing companies will affect the overall cost of this project thus affecting the overall budget. In order to reduce the time needed to send out numerous bids and revisions, the district is seeking request for quotes for several options. This will give the district multiple price points to choose from that are at or below its budgeted amount.

**Option 1 - Original Configuration**

**Units Needed**

Total Computers	7210
Total LCD Monitors	7210
Total Laptops	75

**Fixed Costs**

Computer Cost	\$490.50
LCD Monitor Cost	\$81.59
Laptop Cost	\$686.00
Annual Microsoft EES Cost	\$166,476.77
Installer Cost	\$490,000.00

**Final Costs To Be Leased Over 5 Years**

Total Computer Cost	\$3,536,505.00
Total Monitor Cost	\$588,263.90
Total Laptop Cost	\$51,450.00
Total Microsoft Cost	\$832,383.85
Total Install Cost	\$490,000.00
Total 5 Year Cost	\$5,498,602.75



<b>Option 2 - Drop EES and add Office license</b>
---

**Units Needed**

Total Computers	7210
Total LCD Monitors	7210
Total Laptops	75

---

**Fixed Costs**

Computer Cost	\$490.50
LCD Monitor Cost	\$81.59
Laptop Cost	\$686.00
Microsoft Office License	\$360,067.40
Installer Cost	\$490,000.00

---

<b>Final Costs To Be Leased Over 5 Years</b>
--

Total Computer Cost	\$3,536,505.00
Total Monitor Cost	\$588,263.90
Total Laptop Cost	\$51,450.00
Total Microsoft Cost	\$360,067.40
Total Install Cost	\$490,000.00
Total 5 Year Cost	\$5,026,286.30

<b>Option 3 - Reduce Number of PCs/LCDs</b>
---

**Units Needed**

Total Computers	6400
Total LCD Monitors	6400
Total Laptops	75

---

**Fixed Costs**

Computer Cost	\$490.50
LCD Monitor Cost	\$81.59
Laptop Cost	\$686.00
Annual Microsoft EES Cost	\$166,476.77
Installer Cost	\$490,000.00

---

<b>Final Costs To Be Leased Over 5 Years</b>
--

Total Computer Cost	\$3,139,200.00
Total Monitor Cost	\$522,176.00
Total Laptop Cost	\$51,450.00
Total Microsoft Cost	\$832,383.85
Total Install Cost	\$490,000.00
Total 5 Year Cost	\$5,035,209.85

<b>Option 4 - Reduce Number of LCDs</b>
---

**Units Needed**

Total Computers	7210
Total LCD Monitors	2000
Total Laptops	75

---

**Fixed Costs**

Computer Cost	\$490.50
LCD Monitor Cost	\$81.59
Laptop Cost	\$686.00
Annual Microsoft EES Cost	\$166,476.77
Installer Cost	\$490,000.00

---

<b>Final Costs To Be Leased Over 5 Years</b>
--

Total Computer Cost	\$3,536,505.00
Total Monitor Cost	\$163,180.00
Total Laptop Cost	\$51,450.00
Total Microsoft Cost	\$832,383.85
Total Install Cost	\$490,000.00
Total 5 Year Cost	\$5,073,518.85

<b>Option 5 - Drop Hybrid Drive and Reduce LCD and Monitors*</b>
--

**Units Needed**

Total Computers	6500
Total LCD Monitors	6500
Total Laptops	75

**Fixed Costs**

Computer Cost	\$484.00
LCD Monitor Cost	\$81.59
Laptop Cost	\$686.00
Annual Microsoft EES Cost	\$166,476.77
Installer Cost	\$490,000.00

**Final Costs To Be Leased Over 5 Years**

Total Computer Cost	\$3,146,000.00
Total Monitor Cost	\$530,335.00
Total Laptop Cost	\$51,450.00
Total Microsoft Cost	\$832,383.85
Total Install Cost	\$490,000.00
Total 5 Year Cost	\$5,050,168.85

\*This option has the same computer specification as listed in Appendix A, but the 500GB hybrid hard drive is substituted with a 250GB 3.5" SATA 6Gb/s with 8MB DataBurst Cache hard drive (Dell #400-AAMV). In addition the number of computers and LCDs are reduced to 6,500

**Bidder Response Template (required to be filled in by every bidder for each option listed)**

**Put No Bid in table if not bidding an option listed**

**Option 1 – Original Configuration**

Each item must be priced. For those costs where the Bidder will not charge, a zero must be entered.

Lease Factor Rate for the Entire Project

0.05387
---------

Quarterly Lease Payment (as per schedule specified in bid)

\$296,209.73
--------------

Annual Lease Payment (4 times the quarterly lease payment)

\$1,184,838.92
----------------

Total Lease Payments (5 times the annual lease payment)

\$5,924,194.60
----------------

Lease vendor may not charge any other fees. Any fees charged should be included in the quarterly lease payment.

**Option 2 - Drop Microsoft EES and add Office license**

Each item must be priced. For those costs where the Bidder will not charge, a zero must be entered.

Lease Factor Rate for the Entire Project

0.05387
---------

Quarterly Lease Payment (as per schedule specified in bid)

\$270,766.04
--------------

Annual Lease Payment (4 times the quarterly lease payment)

\$1,083,064.16
----------------

Total Lease Payments (5 times the annual lease payment)

\$5,415,320.80
----------------

Lease vendor may not charge any other fees. Any fees charged should be included in the quarterly lease payment.

**Option 3 - Reduce Number of PCs/LCDs**

Each item must be priced. For those costs where the Bidder will not charge, a zero must be entered.

Lease Factor Rate for the Entire Project

0.05387

Quarterly Lease Payment (as per schedule specified in bid)

\$271,246.75

Annual Lease Payment (4 times the quarterly lease payment)

\$1,084,987.00

Total Lease Payments (5 times the annual lease payment)

\$5,424,935.00

Lease vendor may not charge any other fees. Any fees charged should be included in the quarterly lease payment.

**Option 4 - Reduce Number of LCDs**

Each item must be priced. For those costs where the Bidder will not charge, a zero must be entered.

Lease Factor Rate for the Entire Project

0.05387

Quarterly Lease Payment (as per schedule specified in bid)

\$273,310.46

Annual Lease Payment (4 times the quarterly lease payment)

\$1,093,241.84

Total Lease Payments (5 times the annual lease payment)

\$5,466,209.20

Lease vendor may not charge any other fees. Any fees charged should be included in the quarterly lease payment.

**Option 5 - Drop Hybrid Drive and Reduce LCD and Monitors**

Each item must be priced. For those costs where the Bidder will not charge, a zero must be entered.

Lease Factor Rate for the Entire Project

0.05387

Quarterly Lease Payment (as per schedule specified in bid)

\$272,052.60

Annual Lease Payment (4 times the quarterly lease payment)

\$1,088,210.40

Total Lease Payments (5 times the annual lease payment)

\$5,441,052.00

Lease vendor may not charge any other fees. Any fees charged should be included in the quarterly lease payment.



**Jim Marsallojr**

---

**From:** IT BIDS <ITBIDS@worc.k12.ma.us>  
**Sent:** Thursday, August 29, 2013 3:22 PM  
**To:** IT BIDS; 'sean.capria@hp.com'; 'kmdaugh@us.ibm.com'; Jim Marsallojr; 'sbland@eplus.com'  
**Cc:** Seymour, Debra  
**Subject:** RE: Massachusetts ITC49 Lease Quote Request

The answers to these questions supersedes any language in the original request for quote  
Questions:

1) Page 3 of 31, section (5e): "Lease will commence at date of signing & will cease 60 months after signing". How is "date of signing" defined (i.e., date of Acceptance Certificate)? Should all signings in a given quarter be swept to the next calendar start date(i.e., 4Q, 2013, signings have a 01/01/14 lease commencement date)? What is your projected start date of the lease?

The lease begins when the district and the lease company sign a contract. Any deliveries should be swept into the next quarterly payment. The lease will cease 60 months after the final delivery.

2) Page 3 of 31, section (5e): You state that you will receive 1,400 computers per month from the computer vendors. What month is the first month that you anticipate receiving the first 1,400 computers? We expect deliveries of the first 1,400 thirty days after the manufacturer receives a PO from the lease company

3) Page 22 of 31, Appendix F, Option 1, there may be a mathematical error. Is the final cost to be leased over five years for the **Total Computer Cost** supposed to be \$3,536,505 (7,210 x \$490.50 = \$3,536,505) instead of \$3,536,259,75? According, should the **Total 5 Year Cost** be \$5,498,602.75 instead of \$5,498,357.50? Please clarify. This is odd, yes there is a calculation error in Excel that appears to be an issue with Excel. That being said you are correct, option 1 should read as per below.

Option 1 - Original Configuration
-----------------------------------

**Units Needed**

Total Computers	7210
Total LCD Monitors	7210
Total Laptops	75

**Fixed Costs**

Computer Cost	\$490.50
LCD Monitor Cost	\$81.59
Laptop Cost	\$686.00
Annual Microsoft EES Cost	\$166,476.77
Installer Cost	\$490,000.00

Final Costs To Be Leased Over 5 Years
---------------------------------------

Total Computer Cost	\$3,536,505.00
Total Monitor Cost	\$588,263.90
Total Laptop Cost	\$51,450.00
Total Microsoft Cost	\$832,383.85
Total Install Cost	\$490,000.00

Total 5 Year Cost                    \$5,498,602.75

---

**From:** IT BIDS

**Sent:** Wednesday, August 28, 2013 4:27 PM

**To:** IT BIDS; 'sean.caprila@hp.com'; 'kmdaugh@us.ibm.com'; 'jmarsalloyr@ontinv.com'; 'sbland@eplus.com'

**Cc:** Seymour, Debra

**Subject:** RE: Massachusetts ITC49 Lease Quote Request

The answers to these questions supersedes any language in the original request for quote Questions:

**1. Page 2, 4. Lease Vendor Services Specifications and District Responsibilities.**

**Question:** In this section it states that the lease will not automatically renew. Does this mean that the lease will automatically renew during the original 60 month term, but will not automatically renew beyond the 60 month lease term?

**Answer:** Correct the automatic renewal referred to is at the end of 60 months

**2. Page 2, 4. Lease Vendor Services Specifications and District Responsibilities.**

**Question:** In this section it states that at the end of the lease, the district will contract with another vendor to remove and return leased equipment to lease vendor. Who will be responsible for the charges regarding the returning of equipment? This will include de-installation, wiping of hard drives, getting the equipment to a central location, packing the equipment and shipping the equipment.

**Answer:** At the end of the lease, it is currently the intention of the district to start a new lease and replace all the leased computers from this contract. The district will contract with an installation vendor to install the new computers and at the same time remove the previous leased computers, wipe drives, centralize, pack and ship them to the lease company. Therefore these charges will be responsibility of the district not the lease vendor.

**3. Page 4, 6. Evaluation a.**

**Question:** The district states that they will be making quarterly lease payments, but in the evaluation section it states monthly payments. Please advise as to what method of payment you prefer us to quote – monthly or quarterly.

**Answer:** Correction, the evaluation section should read (with change in Red):

**Evaluation**

- a. Criteria for evaluation will be *Quarterly* Payments, Vendor Qualifications, Existing Relationship with Vendor, Requirements and Costs Regarding Return of Equipment if Any, Terms of Lease

---

**From:** IT BIDS

**Sent:** Wednesday, August 14, 2013 10:55 PM

**To:** 'sean.caprila@hp.com'; 'anderson.acs@mac.com'; 'kmdaugh@us.ibm.com'; 'jmarsalloyr@ontinv.com'; 'sbland@eplus.com'

**Cc:** Seymour, Debra

**Subject:** Massachusetts ITC49 Lease Quote Request

The attached is a request for quotes for a \$5 million dollar 5 year lease. Please see attached for more information.

Price quoted should be inclusive of all terms of this solicitation and be fixed quarterly price.

Deadline: 12:00 noon EST, September 6, 2013

**Commonwealth of Massachusetts – Statewide IT Asset Lease Services Contract IT C49  
IT ASSET LEASE QUOTE FORM**

**IT ASSET TRANSACTION SUMMARY**

Lessee: [Click here to enter text.](#)  
 Lessee Location: [Click here to enter text.](#)  
 Lessee Contact Name: [Click here to enter text.](#)  
 Telephone: [Click here to enter text.](#)  
 Fax: [Click here to enter text.](#)  
 Email: [Click here to enter text.](#)

The Lessee hereby requests financing under the Statewide IT Asset Lease Services Contract IT C49 for the following IT Asset(s). The table will expand to accommodate additional rows. Lessee should append a row at the bottom of the list of IT Assets for de-installation, packaging, and/or return of the IT Asset(s) upon lease termination, if appropriate.

<b>Brief Description of Asset</b>	<b>Asset Cost:</b>	<b>Total Financing Amount Requested:</b>	<b>Useful Life in Years (3 or more Years)</b>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>

IT Asset Contractor Name (Entity being paid by IT Asset Lease Services Contractor): [Click here to enter text.](#)

Contractor Address: [Click here to enter text.](#)

Contractor Remittance Address if different: [Click here to enter text.](#)

Contact Name: [Click here to enter text.](#)

Telephone: [Click here to enter text.](#)

Fax: [Click here to enter text.](#)

Email: [Click here to enter text.](#)

Description of items being purchased from this IT Asset Contractor: [Click here to enter text.](#)

Anticipated Delivery Date for Acceptance of IT Asset by Lessee after Delivery: [Click here to enter text.](#)

Total Amount of IT Asset Cost to be paid to IT Asset Contractor: [Click here to enter text.](#)

Anticipated Date for funding to be made by Statewide IT Asset Lease Services Contractor/Lessor: [Click here to enter text.](#)

Anticipated Lease period (which may not exceed useful life): [Click here to enter text.](#)

Describe the essential use of the IT Asset and whether this IT Asset is replacing a current IT Asset or is a new essential use: [Click here to enter text.](#)

Statewide IT Asset Lease Services Contractor Name: [Click here to enter text.](#)

Vendor Code: [Click here to enter text.](#) (For state agency Lessee payments.)

Contact Name: [Click here to enter text.](#)

Telephone: [Click here to enter text.](#)

Fax: [Click here to enter text.](#)

Email: [Click here to enter text.](#)

**QUOTE:**

The Statewide IT Asset Lease Services Contractor must complete the following, execute this document and submit a proposed Payment Schedule for this Quote. If accepted, the Lessee will execute this document (below) then complete and submit the necessary IT Asset Listing, Essential Use Certification, Certificate of Appropriation, and IT Asset Acceptance Certificate to their Financial/Budget Authority for approval, and, after receipt and acceptance of the IT Asset, shall complete the IT Asset Acceptance Certificate, including the Final IT Asset Lease Payment Schedule.

Statewide IT Asset Lease Services Contractor Offer of Fixed Interest Rate Quote (Valid for 30 days): [Click here to enter text.](#) %  
 Statewide IT Asset Lease Services Contractor Payment Schedule Number of payments: [Click here to enter text.](#)

Complete and attach the **IT ASSET ACCEPTANCE CERTIFICATE AND LEASE PAYMENT SCHEDULE**

Lessee certifies that this document is being submitted to its funding authority to confirm availability of Lease funding. Contractor certifies that this quote will be held for 30 days and is being made in compliance with the Statewide IT Asset Lease Services Contract IT C49

**AUTHORIZING SIGNATURE FOR THE IT ASSET LEASE SERVICES CONTRACTOR:**

X: \_\_\_\_\_, Date: \_\_\_\_\_  
 (Signature and Date Must Be Handwritten At Time of Signature)  
 Print Name: [Click here to enter text.](#)  
 Print Title: [Click here to enter text.](#)

**AUTHORIZING SIGNATURE FOR THE LESSEE:**

X: \_\_\_\_\_, Date: \_\_\_\_\_  
 (Signature and Date Must Be Handwritten At Time of Signature)  
 Print Name: [Click here to enter text.](#)  
 Print Title: [Click here to enter text.](#)



**Commonwealth of Massachusetts - Statewide IT Asset Lease Services Contract ITC49**  
**IT ASSET LISTING, ACCEPTANCE CERTIFICATE**  
**ESSENTIAL USE CERTIFICATION, CERTIFICATE OF APPROPRIATION**

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**IT ASSET ACCEPTANCE CERTIFICATE**

Lessee through their undersigned authorized representative below certifies that the Lessee: has received all of the IT Assets described herein in good condition and unconditionally accepts all of the IT Assets described herein; represents that no event which constitutes, or with the giving of notice or passage of time, or both, would constitute, an Event of Default shall occur and that no material adverse change in Lessee's financial condition shall have occurred subsequent to this date hereof; confirms that it will commence payment as of the date of the Acceptance Certificate Lease Payment Schedule; and certifies that all of the representations, warranties and covenants of the Statewide Contract remain in full force and effect. The undersigned Statewide IT Asset Lease Services Contractor/Lessor, by its execution hereof, agrees to pay IT Asset Vendor the Acquisition Cost referenced herein in accordance with the Statewide Contract.

**ESSENTIAL USE LETTER:**

Lessee through their undersigned authorized representative below certifies that the IT Asset listed in this IT ASSET LISTING will be used by Lessee for the following purposes and the Lessee certifies that this use is and, throughout the Lease term, will continue to be an essential and necessary use to the Lessee's proper, efficient and economic operation:

[Enter description of essential use for which IT Asset will be used.]

**CERTIFICATE OF APPROPRIATION**

Lessee through their undersigned authorized representative below hereby certifies: the Lessee is duly elected or appointed and has custody of the financial records and budget information of the Lessee; and that funding for the attached IT ASSET LISTING is available and reserved from unexhausted and unencumbered appropriations or other available funds within Lessee's budget for the current fiscal year Lease payments; and that similar appropriations or other available funds have been designated or shall be sought and designated for the payment of those Lease payments that will come due under the Lease for in each subsequent fiscal year in accordance with the General Terms and Condition of the Statewide Contract ITC49.

**AUTHORIZING SIGNATURE FOR THE LESSEE**

X: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_