EMC²®

STATE OF MINNESOTA
WSCA-NASPO MASTER AGREEMENT
FOR COMPUTER EQUIPMENT
Request for Proposal 19512

Admin
Minnesota
DEPARTMENT OF ADMINISTRATION

Our mission: to provide the best value in government administrative services.

Master Proposal

EMC²

January 14, 2014

Susan Kahle
Acquisition Management Specialist
Department of Administration
Materials Management Division
50 Sherburne Avenue
112 Administration Building
St. Paul, MN 55155
Fax: 651.297.3996
E-mail: susan.kahle@state.mn.us

Reference: MN WSCA RFP 19512 Addendum 9

Dear Ms. Kahle,

EMC Corporation ("EMC") is pleased to submit a fully compliant response to the WSCA-NASPO Master Agreement for Computer Equipment, Band 5: Storage. EMC's proposal offers significant and unique technology that satisfies very broad customer requirements in the areas of data storage and data storage subsystems. EMC has an appreciation of what is necessary to deliver robust, production-worthy solutions in highly intensive environments. It starts with a quality hardware foundation, complemented by an integrated software functionality layer, and accessible via a highly available connectivity topology. The benefits are realized when these capabilities have been integrated with other industry-leading technologies and are deployed and supported by a competent, experienced services team.

EMC has provided via FedEx one (1) printed original and three (3) printed copies of the narrative proposal ("Master Proposal") and one electronic copy on CD; and an additional backup series of printed and electronic copies via UPS in case of inclement weather delay in shipping.

This proposal includes EMC VNX family models that meet or exceed the requirements outlined for Band 5 - Storage. The EMC VNX family has been recognized as the #1 market-share leader by Gartner in their report "Market Share Analysis: Network-Attached Storage and Unified Storage, Worldwide, 2012". With our entire portfolio of data center infrastructure solutions, EMC is helping IT departments to store, manage, protect and analyze their most valuable asset – information – in a more agile, trusted and cost-efficient way. EMC's industry-leading portfolio of virtualization, information storage, information protection, information security and information management and intelligence products and services are essential for helping customers realize the full potential of their data center infrastructure. EMC's product strategies are highly relevant to a world where digital information is one of the most important assets in nearly all organizations.

With 30 years of experience, our value is in offering solutions that map to the government customers, which includes the US Federal government and foreign government (both civilian and defense agencies) and state and local governments, provinces, counties, cities, as well as educational institutions around the world. EMC solutions help customers ensure that information is managed efficiently, effectively, and securely. EMC's understanding of government priorities enables us to work as a strategic partner—delivering value, and helping achieve critical

objectives for our customers. EMC understands government beyond the buzzwords. We empower agencies to meet today's challenges head on. Our tactical storage, data protection, and trust solutions are proven, scalable, secure, and easy to deploy and own.

Today, our solutions for data center consolidation and virtualization are helping State and Local Governments and Education (SLED) agencies ensure long-term sustainability, with the potential for reducing cost of ownership. Our security solutions are protecting sensitive data and addressing cyber security and network management to reduce risk, and to improve compliance and continuity of critical government operations. Through partnerships with industry leaders, such as VMware, Cisco, and VCE – and security expertise from RSA, our Security Division ("RSA") – we are delivering turn-key, full-stack solutions that accelerate deployment and further reduce risk.

As part of EMC Corporation, the world's leading developer and provider of information infrastructure technology and solutions, EMC Consulting provides strategic guidance and technology expertise to help federal, civilian, defense, and intelligence organizations to utilize information to its maximum potential. With worldwide expertise across organizations' businesses, applications, and infrastructures, as well as deep industry understanding, EMC Consulting guides and delivers revolutionary thinking to help clients realize their ambitions in an information economy. EMC Consulting drives execution for its clients, including more than half of the Global Fortune 500 companies, to transform information into actionable strategies and tangible business results.

EMC views the WSCA-NASPO Master Agreement and subsequent Participating Addenda as EMC key Public Sector contracting vehicles that align with the strategic goals to increase EMC's presence in State and Local Government, Higher Education and K-12 Education. Holding a WSCA-NASPO contract enables our expert sales force to offer our industry-leading solutions to public entities across the entire United States.

EMC has held a WSCA-NASPO Master Agreement for Computer Equipment since September 2009. Over the course of the last four years, EMC has developed a dedicated team to manage the WSCA-NASPO program which resides within the SLED Strategic Contract Program Office. It is our intent to continue to maintain the highest standards of contract management principles upon award of this Master Agreement and all subsequent Participating Addenda, while highlighting the WSCA-NASPO Master Agreement as our premier SLED contractual vehicle. As such, we have dedicated staff to administer all aspects of the contract. Additionally, we have developed a far-reaching, strategic marketing plan that includes advertising in industry media, webinar offerings and in-depth training programs, not only from EMC, but from several key, selected and qualified Value Added Resellers ("VARs") across the entire 50 states. Our VAR program is very well managed and aligns with the EMC corporate Business Partner Program. The program trains and certifies VARs according to EMC standards. This program complements the EMC direct sales force in developing opportunities and working closely with our customers to deliver outstanding data storage solutions as well as assists VARs with their success. With our EMC corporate Business Partner Program and our direct EMC sales force, we will have several thousand sales professionals promoting our WSCA-NASPO contract and providing successful storage solutions for our customers.

As the largest provider of data storage solutions worldwide, EMC looks forward to a very successful business relationship with the WSCA-NASPO leading and participating states utilizing our WSCA-NASPO contract.

EMC looks forward to working with the State of Minnesota, the WSCA-NASPO Cooperative Purchasing Organization and Participating States to help create the strongest solutions possible on this important initiative. If additional information is required, please contact Kristine French, EMC WSCA-NASPO Contract Manager, SLED Strategic Contracts Program Office (916-797-7044 - Kristine.french@emc.com) for any business-related questions.

Respectfully submitted,

Joseph F. Spaniol III
Vice President, Federal & Public Sector Contracts
8444 Westpark Drive
Suite 100
McLean, VA 22102
703-970-5161
Joe.Spaniol@EMC.com

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SECTION 1: SCOPE OF WORK

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        F. CONFIGURATION DOLLAR LIMITS

        G. RESTRICTIONS

        H. DEFINITIONS

EMC Response:

EMC acknowledges that we have read, understood and will comply with the contents of this Section.

SECTION 2 A-C MASTER AGREEMENT TERMS AND CONDITIONS

ALL TERMS AND CONDITIONS A-D

APPLY TO THE MASTER AGREEMENT CONTRACT

A statement of acceptance of the proposed Master Agreement Terms and Conditions, unless taken exception to, as specified in the RFP must be included in the response. Any suggestions for alternate language shall be presented.

A. GENERAL TERMS, CONDITIONS & INSTRUCTIONS

CHECKLIST.

B. WSCA-NASPO TERMS AND CONDITIONS

C. MINNESOTA TERMS AND CONDITIONS

D. FORMS

EMC Response:

EMC agrees to the proposed Master Agreement Terms and Conditions with exceptions as reflected in the *Terms, Conditions and Specifications Exception Form* of our proposal.

Checklist

EMC Response:

The completed Checklist appears on the following page in the PDF and printed versions.

Double-click the icon below in the Word version of this document to view the file.

01-Checklist_Comple
ted - MN WSCA RFP 1

CHECKLIST.

This list may not be comprehensive, read the RFP thoroughly for information required in this solicitation.

☒ One original and three copies of the NARRATIVE proposal. One electronic searchable pdf and one editable word/ excel document on flash drive or CD. DO NOT INCLUDE COST PROPOSAL WITH THE NARRATIVE

☒ One original PRINTED COST proposal SEALED including the cost evaluation forms. Also include one electronic flash drive or CD as searchable .pdf and word document in **sealed in separate envelope**

☒ Cost Proposal includes:
    1. Responses to Section 4
    2. Baseline Price List dated November 15, 2013
    3. Proposed Product and Services Schedule
    4. Price Workbooks for applicable Bands – include all tabs.

☒ Signed Addendums (if applicable)

☒ Response to Master Agreement Terms & Conditions (A-D) in order presented in the RFP, clearly marked and tabbed. Acceptance of Terms of condition must be noted and alternative language presented. Utilize Exception form provided

☒ Response to Requirements in order presented in the RFP, clearly marked and tabbed. Describe HOW the requirement will be met. **NOTE: Requirements need to be checked yes or no. If checked no, response may be rejected. Vendors should express concerns regarding requirements during the question and answer period. If ALL vendors are unable to meet the requirement, the Lead State reserves the right to waive the requirement.**

☒ Forms included in RFP
_X__ Signature Page
_X__ Affirmative Action Certification
_X__ Trade Secret Information
NOTE: Trade secret information must be redacted from proposal and submitted in separate sealed envelope clearly marked with the Trade Secret Form.
_X__ Affidavit of Non-Collusion
_X__ Service & Delivery
_X__ Savings
_X__ Taxpayer Identification
N/A_ Veterans Preference
_X__ Question Form
_X__ T&C Exception Form
_X__ VPAT WCAG Accessibility Form (for the proposed website supporting the contract)

☒ Insurance - Does not need to be provided with proposal, but evidence must be provided prior to award. Review and confirm company can meet these requirements.

SECTION 2 D. FORMS

Signature Page

EMC Response:

The completed Signature Page form appears on the following page in the PDF and printed versions.

Double-click the icon below in the Word version of this document to view the file.

02-Signature
Page_Signed - MN WS

Materials Management Division
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996

**REQUEST FOR PROPOSAL
SIGNATURE PAGE**

Computer Equipment:
(Desktops, Laptops, Tablets, Servers & Storage including Related Peripherals & Services)

Name of Vendor: EMC Corporation   **Vendor E-Mail:** Joe.spaniol@emc.com

Address: 8444 Westpark Drive, Suite 100, McLean, VA 2202

Phone: 703-970-5161   **Fax:** 703-970-5466   **Date:** January 7, 2014

Authorized Signature: *Joseph F. Spaniol III*

Typed name of signer: Joseph F. Spaniol III   **Title:** Vice President, Federal & Public Sector Contracts

Signer must be authorized to contractually obligate the vendor.

Type or print clearly the name of the person who prepared the response: Kristine French

EMAIL/PHONE: Kristine.French@emc.com / 916-797-7044

Affirmative Action Certification

EMC Response:

The completed Affirmative Action Certification form appears on the following page in the PDF and printed versions.

Double-click the icon below in the Word version of this document to view the file.

03-AffirmativeAction
MN WSCA Signed_Par

State Of Minnesota – Affirmative Action Certification

If your response to this solicitation is or could be in excess of $100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. **It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification**

BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.

Your response will be rejected unless your business:

> has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)
>
> *–or–*
>
> has submitted an affirmative action plan to the MDHR, which the Department received prior to the date the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

❑ We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX C. Include a copy of your certificate with your response.**

☒ We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on ___ *12/23/2013* (date). **Proceed to BOX C.**

❑ We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – For those companies not described in BOX A

Check below.

❑ We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to BOX C.**

BOX C – For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: _EMC Corporation_   Date _12/27/2013_

Authorized Signature: _AnnMarie Pard_   Telephone number: _508-249-5039_

Printed Name: _AnnMarie Pard_   Title: Associate Immigration & Compliance Specialist

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For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance & Community Relations

Mail:	The Freeman Building 625 Robert Street North, Saint Paul, MN 55155	TC Metro: (651) 296-5663	Toll Free:	800-657-3704
Web:	www.humanrights.state.mn.us	Fax: (651) 296-9042	TTY:	(651) 296-1283
Email:	compliance.mdhr@state.mn.us			

Trade Secret Information Form

EMC Response:

The completed Trade Secret Information Form appears on the following page in the PDF and printed versions.

Double-click the icon below in the Word version of this document to view the file.

04-Trade Secret
Information Form_Co

Trade Secret Information Form

Under Minnesota's Data Practices Act, data submitted in a response becomes public upon completion of the evaluation process and negotiations are complete, or upon completion of the selection process for a solicitation. However, "trade secret information" as defined in Minn. Stat. § 13.37, subd. 1(b), cannot be disclosed to the public. While the majority of data submitted in a response is not trade secret information, the following form is needed to assist the State in making appropriate determinations about the release of data provided in a response.

All responders must select one of the following boxes:

X   My response **does not** contain "trade secret information." I understand that my entire response will become public record in accordance with Minn. Stat. § 13.591.

☐   My response **does** contain trade secret information because it contains data that:

1. is a formula, pattern, compilation, program, device, method, technique or process; **AND**
2. is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy; **AND**
3. derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

Complete only if trade secret status is asserted:

I am claiming that aspects of my response contain trade secret information. I have completed the following:

☐   I have clearly marked and placed any data I claim to be "trade secret information" in a separate envelope **AND** I am attaching an explanation justifying the trade secret designation.

Please note that failure to attach an explanation may result in a determination that the data does not meet the statutory trade secret definition. All data that does not meet the definition of trade secret as defined by Minn.Stat. § 13.591subd.1(b) will become public in accordance with Minn. Stat. § 13.591. The State reserves its right to make its own determination of Responder's Trade Secret Materials.

By submitting this response, responder agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the State's withholding of data based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the State in defending such an action.

ONLY information properly identified utilizing this from will be eligible for Trade Secret designation. This form must accompany any documentation that is being submitted for Trade Secret. This includes but is not limited to any material that may be submitted as part of the solicitation response, or in relation to a subsequent Master Agreement. Information labeled "confidential", "proprietary", or labeled with similar tags with regard to limiting the State's disclosure will NOT be eligible for trade secret designation unless the form provided in the solicitation is properly completed and submitted as a cover page to the information, and it meets the statutory definition of a trade secret. By submitting a response you agree that the information submitted that does not follow the trade secret process defined herein and does not meet the statutory definition of trade secret may be released by the State without prior notification to the responder and/or the Contract Vendor.

Affidavit of Noncollusion

EMC Response:

The completed Affidavit of Noncollusion form appears on the following page in the PDF and printed versions.

Double-click the icon below in the Word version of this document to view the file.

05-Affidavit of
Noncollusion Form_Sig

STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION

AFFIDAVIT OF NONCOLLUSION

I hereby swear (or affirm) under the penalty of perjury:

1. That I am the responder (if the responder is an individual), a partner in the company (if the responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the responder is a corporation);

2. That the attached response has been arrived at by the responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with any other vendor designed to limit fair or open competition;

3. That the contents of the RFP response have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder and will not be communicated to any such persons prior to the official opening of the responses; and

4. I certify that the statements in this affidavit are true and accurate.

Authorized Signature: _Joseph F Sparrow_

Date: December 30, 2013

Firm Name: EMC Corporation

Subscribed and sworn to me this **30** day of **December 2013**

Glenn P. Marsh
Notary Public

My commission expires **4/30/2014**

Service and Delivery

EMC Response:

The completed Service and Delivery form appears on the following page in the PDF and printed versions.

Double-click the icon below in the Word version of this document to view the file.

06-Service and
Delivery Form_Complete

PRIMARY CONTACT PERSON FOR MASTER AGREEMENT:

NAME:	Kristine French	TITLE:	National Strategic Contracts Manager
TELEPHONE NUMBER:	916-797-7044	FAX NUMBER:	888-580-6069
TOLL FREE NUMBER:	877-598-4915, option 2	E-MAIL:	Kristine.French@emc.com

CONTACT PERSON TO EXPEDITE ORDERS (if different from above):

NAME:	Same as above	TITLE:	
TELEPHONE NUMBER:		FAX NUMBER:	
TOLL FREE NUMBER:		E-MAIL:	

ORDER ADDRESS:

STREET/PO BOX:	176 South Street		
CITY/STATE:	Hopkinton, MA	ZIPCODE:	01748
TELEPHONE NUMBER:	508-435-1000	FAX NUMBER:	508-346-1076
TOLL FREE NUMBER:	866-438-3622	E-MAIL:	invoiceinquiries@emc.com

REMIT-TO ADDRESS:

STREET/PO BOX:	EMC Corporation, 4246 Collections Center Dr.		
CITY/STATE:	Chicago, IL	ZIPCODE:	60693
TELEPHONE NUMBER:	800-376-2703	FAX NUMBER:	NA
TOLL FREE NUMBER:	800-376-2703	E-MAIL:	invoiceinquiries@emc.com

Savings Report

EMC Response:

The completed Savings Report form appears on the following page in the PDF and printed versions.

Double-click the icon below in the Word version of this document to view the file.

07-Savings Report
Form_Completed - MN

CONTRACT SAVINGS

SAVINGS REPORT.

Responders are required to calculate the percentage savings the State will realize as a result of the Master Agreement and include the amount of the percentage savings in the response.

Master Agreement Prices Average: ___25___ % Less than the price quoted to the general public (for reporting purposes only).

Taxpayer/Vendor Identification

EMC Response:

The completed Taxpayer/Vendor Identification form appears on the following page in the PDF and printed versions.

Double-click the icon below in the Word version of this document to view the file.

08-Taxpayer ID
Form_Completed - MN

STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION

TAXPAYER/VENDOR IDENTIFICATION

The Contract Vendor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Contract Vendor to file tax returns and pay delinquent tax liabilities, if any (Minn. Stat. § 270C.65).

Firm Name: EMC Corporation

Address   176 South Street

           Hopkinton, MA 01748

Minnesota SWIFT Vendor Registration Number: 0000207007
                                   If you are not registered as a vendor to the State in the SWIFT Procurement
                                   System, you must register online at
                                   http://www.mmb.state.mn.us/vendorresources.
                                   (Note: If approved, you will receive your vendor number approximately two
                                   business days after you register.)

Are you a sole proprietorship? _____ Yes __X__ No

Are you an independent contractor? _____ Yes __X__ No

State of Minnesota Resident Vendor Form

EMC Response:

The completed State of Minnesota Resident Vendor Form appears on the following page in the PDF and printed versions.

Double-click the icon below in the Word version of this document to view the file.

09-Resident Vendor
Form_Signed - MN W!

STATE OF MINNESOTA RESIDENT VENDOR FORM

In accordance with Laws of Minnesota 2013, Chapter 142, Article 3, Section 16, amending Minn. Stat. § 16C.02, subd. 13, a "Resident Vendor" means a person, firm, or corporation that:

(1) is authorized to conduct business in the state of Minnesota on the date a solicitation for a contract is first advertised or announced. It includes a foreign corporation duly authorized to engage in business in Minnesota;

(2) has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid or proposal for which any preference is sought;

(3) has a business address in the state; and

(4) has affirmatively claimed that status in the bid or proposal submission.

To receive recognition as a Minnesota Resident Vendor ("Resident Vendor"), your company must meet each element of the statutory definition above by the solicitation opening date and time. If you wish to affirmatively claim Resident Vendor status, you should do so by submitting this form with your bid or proposal.

Resident Vendor status may be considered for purposes of resolving tied low bids or the application of a reciprocal preference.

I HEREBY CERTIFY THAT THE COMPANY LISTED BELOW:

1. Is authorized to conduct business in the State of Minnesota on the date a solicitation for a contract is first advertised or announced. *(This includes a foreign corporation duly authorized to engage in business in Minnesota.)*
   _X__Yes ___No (must check yes or no)

2. Has paid unemployment taxes or income taxes in the State of Minnesota during the 12 calendar months immediately preceding submission of the bid or proposal for which any preference is sought.
   _X__Yes ___No (must check yes or no)

3. Has a business address in the State of Minnesota.
   _X__Yes ___No (must check yes or no)

4. Agrees to submit documentation, if requested, as part of the bid or proposal process, to verify compliance with the above statutory requirements.
   _X_Yes ___No (must check yes or no)

BY SIGNING BELOW, you are certifying your compliance with the requirements set forth herein and claiming Resident Vendor status in your bid or proposal submission.

Name of Company: **EMC Corporation**

Authorized Signature: *Joseph F Spaniol III* _Telephone: **703-970-5161**

Printed Name: **Joseph F. Spaniol III**   Title: **Vice President, Federal & Public Sector Contracts**

IF YOU ARE CLAIMING RESIDENT VENDOR STATUS, <u>SIGN AND RETURN</u> THIS FORM WITH YOUR BID OR PROPOSAL SUBMISSION.

Veteran-Owned Preference Form

EMC Response:

Because EMC is not claiming a Veteran-Owned Preference, this form is not included in our response.

Question Form

EMC Response:

EMC is including this blank Question Form to comply with the Checklist requirement. EMC submitted our questions using this form during the Question and Answer period. The Question Form appears on the following page in the PDF and printed versions.

Double-click the icon below in the Word version of this document to view the file.

10-Question Form -
MN WSCA RFP 19512

QUESTION FORM

WSCA-NASPO COMPUTER EQUIPMENT

VENDOR NAME: EMC Corporation_

Questions must be submitted in writing to Master Agreement Administrator @ susan.kahle@state.mn.us. All questions received by the cutoff date and time will be responded to via an addendum to official solicitation holders. Be specific and cite the section, item and page number to which the question refers. Contact regarding this RFP with any State personnel other than the Master Agreement Administrator may result in rejection of the response. See schedule of events for when questions are due.

SECTION REFERENCE	QUESTION:

Terms, Conditions and Specifications Exception Form

EMC Response:

The completed Terms, Conditions and Specifications Exception Form appears on the following 15 pages in the PDF and printed versions.

Double-click the icon below in the Word version of this document to view the file.

11-TC Exception
Form_Completed - MN

Note: We have provided our suggested rewording of the Terms, Conditions and Specifications in italics. Our suggested deletions appear as cross-outs.

TERMS, CONDITIONS AND SPECIFICATIONS EXCEPTION FORM

WSCA-NASPO COMPUTER EQUIPMENT

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE REQUEST FOR PROPOSAL. IF A RESPONDER MATERIALLY DEVIATES FROM THE GENERAL TERMS, CONDITIONS AND INSTRUCTIONS OR THE WSCA-NASPO TERMS AND CONDITIONS AND/OR SPECIFICATIONS, ITS RESPONSE MAY BE REJECTED.

The State reserves the right to reject an exception or the entire proposal if exceptions are not provided on this form.

VENDOR NAME: __EMC CORPORATION_____

INSTRUCTIONS:
Cleary identify the Section and item number of the exception e.g. Section 2. A. 5 and provide original term and alternate language suggestion

SECTION REFERENCE	ORIGINAL TERM	ALTERNATE LANGUAGE SUGGESTION
H. Definitions	**FOB Destination.** Shipping charges are included in the price of the item and the shipped item becomes the legal property and responsibility of the receiver when it reaches its destination unless there is acceptance testing required.	**FOB Destination.** Shipping charges are included in the price of the item and the shipped item becomes the legal property and responsibility of the receiver when it reaches its destination ~~unless there is acceptance testing required.~~
Section 2: Master Agreement Terms and Conditions, B. WSCA-NASPO Terms and Conditions, 2. Conflict of Terms/Order of Precedence.	1. **CONFLICT OF TERMS/ORDER OF PRECEDENCE:** 1. A Participating Entity's Participating Addendum ("PA"); 2. Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms & Conditions) 3. The Solicitation; and 4. Accepted portions of Contract Vendor's response to the Solicitation, as modified in any proposal revisions (if permitted) These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only	**CONFLICT OF TERMS/ORDER OF PRECEDENCE:** 1. A Participating Entity's Participating Addendum ("PA"); 2. Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms & Conditions) *3. Accepted portions of Contract Vendor's response to the Solicitation, as modified in any proposal revisions (if permitted); and* *4.* The Solicitation ~~4. Accepted portions of Contract Vendor's response to the Solicitation, as modified in any proposal revisions (if permitted)~~ These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply

<table>
<tr>
<td></td>
<td>those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.</td>
<td>to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. ~~The solicitation language prevails unless a mutually agreed exception has been negotiated.~~</td>
</tr>
<tr>
<td>Section 2: Master Agreement Terms and Conditions, B. WSCA-NASPO Terms and Conditions,17 insurance</td>
<td>INSURANCE. Except to the extent modified by a Participating Addendum, Contract Vendor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contract Vendor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or at a Participating Entity's option, result in termination of its Participating Addendum.
Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:
a) Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than $1 million per occurrence/$2 million general aggregate;
b) Contract Vendor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
Contract Vendor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Participating Entity by the Contract Vendor.

Prior to commencement of the work, Contract Vendor shall provide to the Participating Entity a written endorsement to</td>
<td>Except to the extent modified by a Participating Addendum, Contract Vendor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contract Vendor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or at a Participating Entity's option, result in termination of its Participating Addendum. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:
a) Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than $1 million per occurrence/$2 million general aggregate;
b) Contract Vendor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
Contract Vendor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Participating Entity by the Contract Vendor

Prior to commencement of the work, Contract Vendor shall provide to the Participating Entity a written endorsement to the Contract Vendor's general liability insurance policy that (i) names the Participating Entity as an additional insured, ~~(ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the~~</td>
</tr>
</table>

	the Contract Vendor's general liability insurance policy that (i) names the Participating Entity as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating Entity has been given at least thirty (30) days prior written notice, and (iii) provides that the Contract Vendor's liability insurance policy shall be primary, with any liability insurance of the Participating Entity as secondary and noncontributory. Contract Vendor shall furnish to Participating Entity copies of certificates of all required insurance within thirty (30) calendar days of the Participating Addendum's effective date and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at the Lead State Master Agreement Administrator's sole option, result in this Master Agreement's termination. Coverage and limits shall not limit Contract Vendor's liability and obligations under this Master Agreement.	~~named Participating Entity has been given at least thirty (30) days prior written notice,~~ and (iii) provides that the Contract Vendor's liability insurance policy shall be primary, with any liability insurance of the Participating Entity as secondary and noncontributory. *Contract Vendor shall take commercially reasonable efforts to notify the named Participating Entity thirty (30) days prior written notice of a material alteration, cancellation, non-renewal, or expiration of the coverage of such policy.* Contract Vendor shall furnish to Participating Entity copies of certificates of all required insurance within thirty (30) calendar days of the Participating Addendum's effective date and prior to performing any work. *Contract Vendor will take commercially reasonable steps to provide* ~~C~~copies of renewal certificates of all required insurance ~~shall be furnished~~ within thirty (30) days after renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at the Lead State Master Agreement Administrator's sole option, result in this Master Agreement's termination.
Section 2: Master Agreement Terms and Conditions, B. WSCA-NASPO Terms and Conditions, 24. Payment	**PAYMENT .** Payment for completion of an order under this Master Agreement is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contract Vendor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.	Payment for ~~completion of~~ an order under this Master Agreement ~~is normally~~ *will be* made within 30 days following the date ~~the entire order is delivered or the date~~ *of Contractor Vendor's* a correct invoice ~~is received, whichever is later~~. After 45 days the Contract Vendor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.
Section 2: Master Agreement Terms and Conditions, B. WSCA-NASPO Terms and Conditions, 26. Records Administration and Audit	**RECORDS ADMINISTRATION AND AUDIT.** The disclosure of records in Participating States relating to Participating addenda and orders placed against the Master Agreement shall be governed by the laws of the Participating State and entity who placed the order. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other	**RECORDS ADMINISTRATION AND AUDIT.** The disclosure of records in Participating States relating to Participating addenda and orders placed against the Master Agreement shall be governed by the laws of the Participating State and entity who placed the order *as reflected in the Participating Addendum.* The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental

	duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for an overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records. The rights and obligations herein right exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State Master Agreement Administrator to review compliance with those obligations. Records will be retained longer if required by Participating Entity's law.	agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for an overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records. The rights and obligations herein right exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State Master Agreement Administrator to review compliance with those obligations. Records will be retained longer if required by Participating Entity's law *as reflected in a Participating Addendum. Audits will not include review of costs incurred by Contractor.*
Section 2: Master Agreement Terms and Conditions, B. WSCA-NASPO Terms and Conditions, 28. Standard of Performance and Acceptance	**ACCEPTANCE AND ACCEPTANCE TESTING** **A. Acceptance.** Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) shall determine whether all Products and Services delivered meet the Contractor's published specifications (a.k.a. "Specifications"). No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor within thirty (30) calendar days following delivery of non-acceptance of a Product or completion of Service. In the event that the Contractor has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 31st day after delivery of Product or completion of Services. This clause shall not be applicable, if acceptance testing and corresponding terms have been mutually agreed to by both parties in writing.	**ACCEPTANCE AND ACCEPTANCE TESTING** **A. Acceptance.** Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) shall determine whether all Products and Services delivered meet the Contractor's published specifications (a.k.a. "Specifications"). ~~No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services.~~ The Purchasing Entity will make every effort to notify the Contractor within thirty (30) calendar days following delivery of non-acceptance of a Product or completion of Service. In the event that the Contractor has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 31st day after delivery of Product or completion of Services. This clause shall not be applicable, if acceptance testing and corresponding terms have been mutually agreed to by both parties in writing. **B. Acceptance Testing.** The Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) and the Contract

	B. Acceptance Testing. The Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) and the Contract Vendor shall determine if Acceptance Testing is applicable and/or required for the purchase. The terms in regards to acceptance testing will be negotiated, in writing, as mutually agreed. If Acceptance Testing is NOT applicable, the terms regarding Acceptance in the Contract shall prevail.	Vendor shall determine if ~~Acceptance Testing~~ *acceptance testing* is applicable and/or required for the purchase. The terms in regards to acceptance testing will be negotiated, in writing, as mutually agreed. If ~~Acceptance Testing~~ *acceptance testing* is NOT applicable, the terms regarding Acceptance in the ~~Contract~~ *Master Agreement* shall prevail.
Section 2: Master Agreement Terms and Conditions, B. WSCA-NASPO Terms and Conditions, 29, System Failure or Damage	**SYSTEM FAILURE OR DAMAGE.** In the event of system failure or damage caused by the Contract Vendor or its Product, the Contract Vendor agrees to use its commercially reasonable efforts to restore or assist in restoring the system to operational capacity. The Contract Vendor shall be responsible under this provision to the extent a 'system' is defined at the time of the Order; otherwise the rights of the Purchasing Entity shall be governed by the Warranty.	**SYSTEM FAILURE OR DAMAGE.** In the event of system failure or damage caused by the Contract Vendor or its Product, the Contract Vendor agrees to use its commercially reasonable efforts to ~~restore or~~ assist in restoring the system to operational capacity *provided that the Contract Vendor Products are under warranty or continuous maintenance agreement.* The Contract Vendor shall be responsible under this provision to the extent a 'system' is defined at the time of the Order; otherwise the rights of the Purchasing Entity shall be governed by the Warranty.
Section 2: Master Agreement Terms and Conditions, B. WSCA-NASPO Terms and Conditions, 30. Title of Product	OWNERSHIP a. Ownership of Documents/Copyright. Any reports, studies, photographs, negatives, databases, computer programs, or other documents, whether in tangible or electronic forms, prepared by the Contract Vendor in the performance of its obligations under the Master Agreement and paid for by the Purchasing Entity shall be the exclusive property of the Purchasing Entity and all such material shall be remitted to the Purchasing Entity by the Contract Vendor upon completion, termination or cancellation of the Master Agreement. The Contract Vendor shall not use, willingly allow or cause to allow such material to be used for any purpose other than performance of the Contract Vendor's obligations under this Master Agreement without the prior written consent of the Purchasing Entity. b. Rights, Title and Interest. All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trade marks, and service marks in the said documents that the Contract Vendor conceives or originates, either individually or jointly with others, which arises out of the performance of the Master Agreement, will be the property of the Purchasing Entity and are, by the Master Agreement, assigned to the Purchasing Entity along	**OWNERSHIP** **1. Rights in Deliverables** a. "Deliverables" means any reports, analyses, scripts, code, or other work results which have been delivered by Contract Vendor to Purchasing Entity that are not Contract Vendor Proprietary Rights and are specified for delivery in a services statement of work paid for by Purchasing Entity b. "Proprietary Rights" mean all patents, copyrights, trade secrets, methodologies, ideas, concepts; inventions, know-how, techniques or other intellectual property rights of a party. c. **Grant of Copyright Rights in Deliverables.** Subject to Purchasing Entity's payment of the applicable amounts due, Purchasing Entity's shall own all copyright rights to the portion of Deliverables that consists solely of written reports, analyses and other working papers prepared and delivered to Purchasing Entity in the performance of Contract Vendor's obligations under the SOW. d. **Grant of License Rights in Deliverables.** For the portion of Deliverables that consists of scripts and code, Contract Vendor grants Purchasing Entity a non-exclusive, non-transferable, irrevocable (except in case of breach of the Master Agreement or SOW) perpetual right to use, copy and create derivative works from such (without the right to sublicense) for Purchasing Entity's internal business operations. The license

with ownership of any and all copyrights in the copyrightable material. The Contract Vendor also agrees, upon the request of the Purchasing Entity, to execute all papers and perform all other acts necessary to assist the Purchasing Entity to obtain and register copyrights on such materials. Where applicable, works of authorship created by the Contract Vendor for the Purchasing Entity in performance of the Master Agreement shall be considered "works for hire" as defined in the U.S. Copyright Act.

c. Notwithstanding the above, the Purchasing Entity will not own any of the Contract Vendor's pre-existing intellectual property that was created prior to the Master Agreement and which the Purchasing Entity did not pay the Contract Vendor to create. The Contract Vendor grants the Purchasing Entity a perpetual, irrevocable, non-exclusive, royalty free license for Contract Vendor's pre-existing intellectual property that is contained in the products, materials, equipment or services that are purchased through this Master Agreement.

granted in this section does not apply to (i) Purchasing Entity furnished materials, and (ii) any other Products or items licensed, or otherwise provided, under a separate agreement.

e. **Purchasing Entity Furnished Materials.** *Purchasing Entity does not relinquish any of its rights in materials it furnishes for use in connection with the performance of a services engagement. Pursuant to Purchasing Entity's Proprietary Rights therein, Purchasing Entity grants Contract Vendor a non-exclusive, non-transferable right to use such solely for the benefit of Contract Vendor in fulfillment of Contract Vendor's obligations under this contract.*

f. **Reservation of Proprietary Rights.** *Each party reserves for itself all Proprietary Rights that it has not expressly granted to the other. Contract Vendor shall not be limited in developing, using or marketing services or products which are similar to the Deliverables or professional services provided hereunder, or, subject to Contract Vendor's confidentiality obligations to Purchasing Entity, in using the Deliverables or performing similar professional services for any other projects.*

2. Software License

a. *"Product" means "Equipment", which is the hardware delivered by Contract Vendor, and/or "Software", which is any programming code provided by Contract Vendor to Customer as a standard product, also including microcode, firmware and operating system software.*

b. **General License Grant**. *Contract Vendor grants to Purchasing Entity a nonexclusive and nontransferable (except as otherwise permitted herein) license (with no right to sublicense) to use (i) Software solely for Purchasing Entity's internal business purposes; and (ii) Documentation related to Software solely for the purpose of supporting Purchasing Entity's use of Software. Licenses granted to Purchasing Entity shall be perpetual and commence on delivery of the physical media or the date Purchasing Entity is notified of availability for electronic download, as applicable. Use of Software may require Purchasing Entity to complete Contract Vendor's then current product registration process, if any, to obtain and input an authorization key or license file.*

c. **Licensing Models.** *Software is licensed for use only in accordance with the commercial terms and restrictions of the Software's relevant licensing model which are stated in the*

		Product notice and/or Contract Vendor's quote. For example, the licensing model may provide that Software is licensed for use solely (i) for a certain number of licensing units; or (ii) on or in connection with a certain piece equipment, CPU, network or other hardware environment: and/or (iii) for a specified amount of storage capacity. Microcode, firmware or operating system software needed by the Equipment with which it is shipped to perform its basic functions, is licensed for use solely on such Equipment.
		d. ***License Restrictions.*** *All Software licenses granted herein are for use of object code only. Purchasing Entity is permitted to copy Software as necessary to install and run in accordance with the license, but otherwise for back-up purposes only. Purchasing Entity may copy Contract Vendor's then-current, generally available, written user manuals and online help and guides provided for Products insofar as reasonably necessary for Purchasing Entity's authorized internal use of Software. Purchasing Entity shall not, without Contract Vendor's prior written consent (i) use Software in a service bureau, application service provider or similar capacity; (ii) disclose to any third party the results of any comparative or competitive analyses, benchmark testing or analyses of Contract Vendor's Software performed by or on behalf of Purchasing Entity; (iii) make available Software in any form to anyone other than Purchasing Entity's employees or contractors that require access to use Software on behalf of Purchasing Entity; or (iiv) transfer Software to an affiliate or a third party.*
		e. ***Software Releases.*** *"Software Release" means any subsequent version of Software after initial delivery of Software, but does not mean a new Product. Software Releases shall be subject to the license terms applicable to Software.*
		f. ***Audit Rights.*** *Contract Vendor (including its independent auditors) shall have the right to audit Purchasing Entity's usage of Software to confirm compliance with the agreed terms. Such audit is subject to reasonable advance notice by Contract Vendor and shall not unreasonably interfere with Purchasing Entity's business activities. Purchasing Entity shall (i) provide Contract Vendor with the support required to perform such audit; and (ii) without prejudice to other Contract Vendor rights, address any non-compliant situations identified by the audit by promptly procuring additional licenses.*
		*g**.*** ***Termination.*** *Contract Vendor may terminate licenses for cause if Purchasing Entity breaches the terms governing use of Software and fails to cure within thirty (30) days aftr receipt of*

		Contract Vendor's written notice thereof. Upon termination of a license, Customer shall cease all use and return or certify destruction of applicable Software (including copies) to Contract Vendor.
		*h. **Reserved Rights.** All rights not expressly granted to Purchasing Entity are reserved. In particular, no title to or ownership of Software is transferred to Purchasing Entity. Purchasing Entity shall reproduce and include copyright and other proprietary notices on and in any copies of Software. Unless expressly permitted by applicable mandatory law, Purchasing Entity shall not, and shall not authorize any third party to, modify, enhance, supplement, create derivative works from, reverse assemble, reverse engineer, decompile or otherwise reduce to human readable form Software without Contract Vendor's prior written consent.*
		*i. **Other License Terms.** If a particular Product or component is covered by its own license terms ("Separate License Terms"), typically in the form of a (i) "click-to-accept" agreement included as part of the installation and/or download process, or (ii) "shrink-wrap" agreement included in the packaging for the Product, or (iii) notice indicating that by installation and/or use thereof the related license terms apply, then, in case of conflict with the terms of this Master Agreement, such Separate License Terms shall (a) prevail with regard to Products or components for which Contract Vendor is not the licensor; and (b) not prevail with regard to a Product or component for which Contract Vendor is the licensor.*
Section 2: Master Agreement Terms and Conditions, B. WSCA-NASPO Terms and Conditions, 32. Warranty	**WARRANTY.** The warranty provided must be the manufacturers written warranty tied to the product at the time of purchase and must include the following:: (a) the Product performs according to the specifications (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is designed and manufactured in a commercially reasonable manner, and (d) the Product is free of defects. For third party products sold by the Contract Vendor, the Contract Vendor will assign the manufacturer or publisher's warranty and maintenance. The Contract Vendor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues. Upon breach of the warranty, the Contract Vendor will repair or replace (at no charge to the Purchasing Entity) the	**WARRANTY** *A. **Equipment.** Contract Vendor warrants that Equipment, and Equipment upgrades installed into Equipment, when purchased from Contract Vendor and operated with normal usage and regular recommended service, shall be free from material defects in materials and workmanship, and perform substantially in accordance with the then-current, generally available, written user manuals and online help and guides (collectively "Documentation") provided by Contract Vendor for Equipment until the expiration of the warranty period. Unless otherwise noted by Contract Vendor, the warranty coverage for the microcode, firmware or operating system software that enables Equipment to perform as described in its Documentation shall be no less than that which applies to such Equipment.* *B. **Software.** Contract Vendor warrants that Software will substantially conform to the applicable Documentation for such*

	Product whose nonconformance is discovered and made known to the Contract Vendor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contract Vendor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or so ordered by the court.	*Software and that any physical media provided by Contract Vendor will be free from manufacturing defects in materials and workmanship until the expiration of the warranty period. Contract Vendor does not warrant that the operation of Software shall be uninterrupted or error free, that all defects can be corrected, or that Software meets Purchasing Entity's requirements.* *C. **Duration.** The warranty period for Products shall be one year. Equipment warranty commences upon Delivery. Software warranty commences upon Delivery of the media or the date Purchasing Entity is notified of electronic availability, as applicable. Equipment upgrades are warranted from Delivery until the end of the warranty period for the Equipment into which such upgrades are installed.* *D. **Purchasing Entity Remedies.** Contract Vendor's entire liability and Purchasing Entity's exclusive remedies under the warranties described in this Section shall be for Contract Vendor, at its option, to remedy the non-compliance or to replace the affected Product, and if Contract Vendor is unable to effect such within a reasonable time, then Contract Vendor shall refund the amount paid by Purchasing Entity for the affected Product upon return of such Product to Contract Vendor. All replaced Products or portions thereof shall be returned to and become the property of Contract Vendor. If such replacement is not so returned, Purchasing Entity shall pay Contract Vendor's then current spare parts price therefore. Contract Vendor shall have no liability hereunder after expiration of the applicable warranty period.* *E. **Exclusions.** Warranty does not cover problems that arise from (i) accident or neglect by Purchasing Entity or any third party; (ii) any third party items or services with which the Product is used or other causes beyond Contract Vendor's control; (iii) installation, operation or use not in accordance with Contract Vendor's instructions or the applicable Documentation; (iv) use in an environment, in a manner or for a purpose for which the Product was not designed; (v) modification, alteration or repair by anyone other than Contract Vendor or its authorized representatives; or (vi) in case of Equipment only, causes not attributable to normal wear and tear. Contract Vendor has no obligation whatsoever for Software installed or used beyond the licensed use, for Equipment which was moved from the installation site without Contract Vendor's consent or whose original identification marks have been altered or removed.* *F. **Professional Services.** Contract Vendor shall perform Professional Services in a workmanlike manner in accordance with generally accepted industry standards. Purchasing Entity*

must notify Contract Vendor of any failure to so perform within ten (10) days after the performance of the applicable portion of Professional Services.

G. **Purchasing Entity Remedies***. Contract Vendor's entire liability and Purchasing Entity's sole remedy for Contract Vendor's failure to perform Professional Services shall be for Contract Vendor to, at its option, (i) correct such failure; and/or (ii) terminate the applicable professional services engagement and refund that portion of any fees received that correspond to such failure to perform.*

H. **No Further Warranties.** *EXCEPT AS EXPRESSLY STATED HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WITH REGARD TO PRODUCTS, SERVICES OR ANY OTHER ITEMS OR MATTERS ARISING HEREUNDER, CONTRACT VENDOR (INCLUDING ITS SUPPLIERS) MAKES NO OTHER EXPRESS WARRANTIES, WRITTEN OR ORAL, AND DISCLAIMS ALL IMPLIED WARRANTIES. INSOFAR AS PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE.*

I. **EMC SELECT OR BROKERAGE PRODUCTS.** *Periodically, EMC may offer to supply or license certain products or services that are made or provided by a third party manufacturer/supplier and not EMC. Some of such products are specifically identified as* **"EMC Select Products"** *and listed at http://www.emc.com/partnersalliances/programs/select.jsp. Other such third party manufacturer/supplier products may be provided by EMC on a case-by-case basis in response to a Purchasing Entity request* **("Brokerage Products")***, and will be identified on the EMC quote using "Brokerage" or a similar descriptor. Notwithstanding any other provisions of the Master Agreement, EMC Select Products and Brokerage Products are subject to the standard license, warranty, indemnity, support and other terms of the third party manufacturer/supplier (or an applicable agreement between Customer and such manufacturer/supplier), to which Customer shall adhere. Even if support fees are invoiced through EMC, EMC Select Products and Brokerage Products are not supported by EMC and Purchasing Entity must contact such third*

		party directly for support services. Any warranty or indemnity claims against EMC in relation to EMC Select Products or Brokerage Products are expressly excluded. In no event shall EMC be liable to Customer for any damages that in any way arise out of or relate to any EMC Select Products or Brokerage Products. EMC Select Products and Brokerage Products are provided by EMC "AS IS."
Section 2: Master Agreement Terms and Conditions, c. Minnesota Terms and Conditions, 2. Accessibility Standards	**ACCESSIBILITY STANDARDS.** The State of Minnesota has developed IT Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf Responders must complete the WCAG VPAT form included in the FORMS section of the RFP. The completed VPAT form will be scored based on its compliance with the Accessibility Standards. The requested WCAG VPAT applies to the responder's website to be offered under the Contract. For products offered, VPATS are only to be provided upon request by the participating entity. Upon request by the participating entity, the responder must make best efforts to provide Voluntary Product Accessibility Templates (VPATS) for all products offered in its response. Click here for link to VPATS for both Section 508 VPAT and WCAG 2.0 VPAT http://mn.gov/oet/policies-and-standards/accessibility/#.	**ACCESSIBILITY STANDARDS.** The State of Minnesota has developed IT Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf Responders must complete the WCAG VPAT form included in the FORMS section of the RFP. The completed VPAT form will be scored based on its compliance with the Accessibility Standards. The requested WCAG VPAT applies to the responder's website to be offered under the Contract. For products offered, VPATS are only to be provided upon request by the participating entity. Upon request by the participating entity, the responder must make best efforts to provide Voluntary Product Accessibility Templates (VPATS) for all products offered in its response. ~~Click here for link to VPATS for both Section 508 VPAT and WCAG 2.0 VPAT http://mn.gov/oet/policies-and-standards/accessibility/#.~~
Section 2: Master Agreement Terms and Conditions, c. Minnesota Terms and Conditions, 5. Americans with Disabilities Act (ADA)	**AMERICANS WITH DISABILITIES ACT (ADA).** Products provided under the Master Agreement must comply with the requirements of the Americans with Disabilities Act (ADA). The Contract Vendor's catalog and other marketing materials utilized to offer products under the Master Agreement must state when a product is not in compliance. If any descriptive marketing materials are silent as to these requirements, the Contract Vendor agrees that the customer can assume the product meets or exceeds the ADA requirements.	EMC comment: It is understood that the Americans with Disabilities Act (ADA) prohibits discrimination and does not apply to Products to be provided under the Master Agreement.
Section 2: Master Agreement Terms and Conditions, c. Minnesota Terms and Conditions, 10	**CONFLICT MINERALS.** Contract Vendor agrees to provide information upon request regarding adherence to the Federal Conflict Minerals Trade Act. See: http://beta.congress.gov/111/bills/hr4173/111hr4173enr.pdf#page=838 **http://www.sec.gov/news/press/2012/2012-**	**CONFLICT MINERALS.** Contract Vendor agrees to provide information upon request regarding adherence to the *Dodd-Frank Act section 1502.* ~~Federal Conflict Minerals Trade Act. See: http://beta.congress.gov/111/bills/hr4173/111hr4173enr.pdf#page=838~~ **http://www.sec.gov/news/press/2012/2012-163.htm**

Conflict Minerals	**163.htm**	
Section 2: Master Agreement Terms and Conditions, c. Minnesota Terms and Conditions, 14. Government Data Practices	**GOVERNMENT DATA PRACTICES.** The Contract Vendor and the Lead State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the Lead State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the Lead State to the Contract Vendor and all data provided to the Lead State by the Contract Vendor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contract Vendor in accordance with the Master Agreement that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch). In the event the Contract Vendor receives a request to release the data referred to in this article, the Contract Vendor must immediately notify the Lead State. The Lead State will give the Contract Vendor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contract Vendor or the Lead State. The Contract Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Master Agreement. In the event that the Contract Vendor subcontracts any or all of the work to be performed under the Master Agreement, the Contract Vendor shall retain responsibility under the terms of this article for such work.	**GOVERNMENT DATA PRACTICES.** The Contract Vendor and the Lead State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the Lead State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the Lead State to the Contract Vendor and all data provided to the Lead State by the Contract Vendor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contract Vendor in accordance with the Master Agreement that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch). In the event the Contract Vendor receives a request to release the data referred to in this article, the Contract Vendor must immediately notify the Lead State. The Lead State will give the Contract Vendor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contract Vendor or the Lead State. ~~The Contract Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Master Agreement. In the event that the Contract Vendor subcontracts any or all of the work to be performed under the Master Agreement, the Contract Vendor shall retain responsibility under the terms of this article for such work.~~
Section 2: Master Agreement Terms	The Contract Vendor shall indemnify, protect, save and hold harmless the Lead State and the Participating Entity, its	*Contract Vendor shall defend, indemnify and hold harmless the Lead State and Participating Entities, and Purchasing Entities,*

and Conditions, c. Minnesota Terms and Conditions,17. Indemnification	representatives and employees, from any and all claims or causes of action, including all legal fees incurred by the Lead State and the Participating Entity arising from the performance of the Master Agreement by the Contract Vendor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contract Vendor may have with the Lead State's and Participating Entity's failure to fulfill its obligations pursuant to the Master Agreement.	*along with their officers, agencies, and employees as well as any person or entity for which they may be liable from and against claims, damages or causes of action including reasonable attorney's fees and related costs for any death or injury arising from proven negligent act(s), error(s), or omission(s) of the Contract Vendor or its employees relating to the performance under the Master Agreement. This section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.*
	If the Participating Entity's laws require approval of a third party to defend Participating Entity, Participating Entity will seek such approval and if approval is not received, Contract Vendor is not required to defend that Participating Entity. **INTELLECTUAL PROPERTY INDEMNIFICATION.** The Contract Vendor warrants that any materials or products provided or produced by the Contract Vendor or utilized by the Contract Vendor in the performance of this Master Agreement will not infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such claim by any third party against the Participating Entity, the Participating Entity shall promptly notify the Contract Vendor. The Contract Vendor, at its own expense, shall indemnify; defend to the extent permitted by the Participating Entity's laws, and hold harmless the Participating Entity against any loss, cost, expense, or liability (including legal fees) arising out of such a claim, whether or not such claim is successful against the Participating Entity.	*LIMITATION OF LIABILITY.* *A. Limitation on Direct Damages. Except with respect to claims for infringement of intellectual property specified elsewhere in this agreement, Contract Vendor's total liability and Lead State or Participating Entity's sole and exclusive remedy for any claim of any type whatsoever, arising out of product or service provided hereunder, shall be limited to proven direct damages caused by Contract Vendor's sole negligence in an amount not to exceed (i) US $1,000,000, for damage to real or tangible personal property; and (ii) the price paid to Contract Vendor for the specific service (calculated on an annual basis, when applicable) or product from which such claim arises, for damage of any type not identified in (i) above or otherwise excluded hereunder.* *B. No indirect damages. Except with respect to claims regarding violation of Contract Vendor's intellectual property rights, neither WSCA-NASPO, the Lead State and Participating Entities, Purchasing Entities nor Contract Vendor shall have liability to the other for any special, consequential, exemplary, incidental, or indirect damages (including, but not limited to, loss of profits, revenues, data and/or use), even if advised of the possibility thereof.*
	If such a claim has occurred, or in the Contract Vendor's opinion is likely to occur, the Contract Vendor shall either procure for the Participating Entity the right to continue using the materials or products or replacement or modified materials or products. If an option satisfactory to the Participating Entity is not reasonably available, the Participating Entity shall return the materials or products to the Contract Vendor, upon written request of the Contract Vendor and at the Contract Vendor's expense. This remedy is in addition to any other remedy provided by law	*C. Limitation Period. All claims must be made within (i) the time period specified by applicable law; or (ii) eighteen (18) months after the cause of action accrues if (a) no such period is specified at law; or (b) the applicable law allows the parties to agree to a shorter period than that specified therein.* *D. Suppliers. The foregoing limitations shall also apply in favor of Contract Vendor's Suppliers.*
		INDEMNITY – INTELLECTUAL PROPERTY. Contract Vendor shall (i) at its own expense, defend the Lead State or Participating Entity (the "Indemnified Party") against any third party claim that a

		Product infringes a patent or copyright enforceable in a country that is a signatory to the Berne Convention; and (ii) pay the resulting costs and damages finally awarded against Indemnified Party by a court of competent jurisdiction, or pay the amounts stated in a written settlement negotiated and approved by Contract Vendor. The foregoing obligations are subject to the following: Indemnified Party (a) notifies EMC promptly in writing of such claim; (b) grants Contract Vendor sole control over the defense and settlement thereof; (c) reasonably cooperates in response to a Contract Vendor request for assistance; and (d) is not in material breach of this Master Agreement. Should any such Product become, or in Contract Vendor's opinion be likely to become, the subject of such a claim, Contractor Vendor may, at its option and expense, (1) procure for Indemnified Party the right to make continued use thereof; (2) replace or modify such so that it becomes non-infringing; or (3) request return of the Product and, upon receipt thereof, refund the price paid by the Indemnified Party, less straight-line depreciation based on a five (5) year useful life for Products. Contract Vendor shall have no liability to the extent that the alleged infringement arises out of or relates to: (A) use or combination of a Product with any technology, item(s) or services that Contract Vendor develops, owns or receives from a third party; (B) use for a purpose or in a manner for which the Product was not designed; (C) any modification made by any person other than Contract Vendor or its authorized representatives; (D) any modifications to a Product made by Contract pursuant to Indemnified Party's specific instructions; or (E) use of any older version of the Software when use of a newer Software Release made available to Indemnified Party would have avoided the infringement. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND EMC'S ENTIRE LIABILITY FOR THIRD PARTY INFRINGEMENT CLAIMS.
Section 2: Master Agreement Terms and Conditions, c. Minnesota Terms and Conditions,20. Nonvisual Access Standards.	**NONVISUAL ACCESS STANDARDS.** Pursuant to Minn. Stat. § 16C.145, the Contract Vendor shall comply with the following nonvisual technology access standards : a. That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;	*The degree to which 508 criteria may be supported by an EMC product is described in EMC's Voluntary Product Accessibility Template (VPAT), which is provided on product by product basis, at the request of a customer. EMC provides VPATs for information purposes only, and makes no warranties, express or implied, in any such VPAT. Information contained in a VPAT is current as of the date specified on it, and is subject to change thereafter*

	b. That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact; c. That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and d. That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired. These standards do not require the installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.	
Section 2: Master Agreement Terms and Conditions, C. Minnesota Terms and Conditions, 31 Risk of Loss or Damage	**RISK OF LOSS OR DAMAGE.** The State is relieved of all risks of loss or damage to the goods and/or equipment during periods of transportation, and installation by the Contract Vendor and in the possession of the Contract Vendor or their authorized agent.	**RISK OF LOSS OR DAMAGE.** The State is relieved of all risks of loss or damage to the goods and/or equipment during periods of transportation, ~~and installation by the Contract Vendor~~ and *while* in the possession of the Contract Vendor or their authorized agent.

VPAT Web Content Accessibility Guidelines 2.0 Level AA Form

EMC Response:

The completed VPAT Web Content Accessibility Guidelines 2.0 Level AA Form appears on the following 17 pages in the PDF and printed versions.

Double-click the icon below in the Word version of this document to view the file.

12-VPAT WCAG
Form_Completed - MM

Web Content Accessibility Guidelines 2.0 level AA

The requested WCAG VPAT applies to the responder's website to be offered under the Contract. For products offered, VPATS are only to be provided upon request by the participating entity.It is strongly recommended Technical Staff who are trained in Accessibility complete this form.

The comments portion must be filled in to further define how accessibility is or is not met. The quality of the comments impacts the reviewers' understanding of the accessibility of your product/service. NOTE: MN only adopted the standards that are level A and level AA. This list includes level AAA standards, which are optional and highlighted in yellow. Comments are not required for level AAA.

Principle 1: Perceivable – information and user interface components must be presentable to users in ways they can perceive.

Standard	Description	Apply Yes/No	Meets Yes/No	Comments (mandatory)
Guideline 1.1 Text Alternatives: Provide text alternatives for any non-text content so that it can be changed into other forms people need, such as large print, braille, speech, symbols or simpler language.				
1.1.1	Non-text Content: All non-text content that is presented to the user has a text alternative that serves the equivalent purpose, except for the situations listed below (Level A). • Controls, Input: If non-text content is a control or accepts user input, then it has a name that describes its purpose. (Refer to Guideline 4.1 for additional requirements for controls and content that accepts user input.) • Time-Based Media: If non-text content is time-based media, then text alternatives at least provide descriptive identification of the non-text content. (Refer to Guideline 1.2 for the additional requirements for media.) • Test: If non-text content is a test or exercise that would be invalid if presented in text, then text alternatives at least provide descriptive identification of the non-text content. • Sensory: If non-text content is primarily intended to create a specific sensory experience, then text alternatives at least provide descriptive identification of the non-text content. • CAPTCHA: If the purpose of non-text content is to confirm that content is being accessed by a person rather than a computer, then text alternatives that identify and describe the purpose of the non-text content are provided, and alternative forms of CAPTCHA using output modes for different types of sensory perception are provided to accommodate different disabilities. • Decorative, Formatting, Invisible: If non-text content is pure decoration, is used only for visual formatting, or is not presented to users, then it is implemented in a way that it can be ignored by assistive technology.	Yes	Yes	Images on the WSCA-NASPO EMC MPA Web site will contain alternative tags that describe the image, which is standard practice for EMC. EMC ensures VPAT Level A compliance.

VPAT
Web Content Accessibility Guidelines 2.0 level AA

Guideline 1.2 Time-based Media: Provide alternatives for time-based media.				
1.2.1	Audio-only and Video-only (Prerecorded): For prerecorded audio-only and prerecorded video-only media, the following are true, except when the audio or video is a media alternative for text and is clearly labeled as such (Level A): • Prerecorded Audio-only: An alternative for time-based media is provided that presents equivalent information for prerecorded audio-only content. • Prerecorded Video-only: Either an alternative for time-based media or an audio track is provided that presents equivalent information for prerecorded video-only content.	No	Yes	At this time, EMC is not considering the use of Prerecorded Media on the WSCA-NASPO MPA Website. If Prerecorded Audio-only and/or Video-only media are presented, EMC ensures Level A and Level AA VPAT compliance.
1.2.2	Captions (Prerecorded): Captions are provided for all prerecorded audio content in synchronized media, except when the media is a media alternative for text and is clearly labeled as such. (Level A)	No	Yes	At this time, EMC is not considering the use of Prerecorded Media on the WSCA-NASPO MPA Website. If Prerecorded Audio and/or Video-only media are presented, EMC ensures Level A and Level AA VPAT compliance.
1.2.3	Audio Description or Media Alternative (Prerecorded): An alternative for time-based media or audio description of the prerecorded video content is provided for synchronized media, except when the media is a media alternative for text and is clearly labeled as such. (Level A)	No	Yes	At this time, EMC is not considering the use of Prerecorded Media on the WSCA-NASPO MPA Website. If Prerecorded Audio and/or Video-only media are presented, EMC ensures Level A and Level AA VPAT compliance.

1.2.4	Captions (Live): Captions are provided for all live audio content in synchronized media. (Level AA)	No	Yes	EMC does not utilize live audio content in synchronized media on any EMC Web site. EMC will not be implementing Live audio content in synchronized media on the WSCA-NASPO MPA Website.
1.2.5	Audio Description (Prerecorded): Audio description is provided for all prerecorded video content in synchronized media. (Level AA)	No	Yes	At this time, EMC is not considering the use of Prerecorded Media on the WSCA-NASPO MPA Website. If Prerecorded video content in synchronized media is presented, EMC ensures Level A and Level AA VPAT compliance.
1.2.6	Sign Language (Prerecorded): Sign language interpretation is provided for all prerecorded audio content in synchronized media. (Level AAA)			
1.2.7	Extended Audio Description (Prerecorded): Where pauses in foreground audio are insufficient to allow audio descriptions to convey the sense of the video, extended audio description is provided for all prerecorded video content in synchronized media. (Level AAA)			
1.2.8	Media Alternative (Prerecorded): An alternative for time-based media is provided for all prerecorded synchronized media and for all prerecorded video-only media. (Level AAA)			
1.2.9	Audio-only (Live): An alternative for time-based media that presents equivalent information for live audio-only content is provided. (Level AAA)			

VPAT
Web Content Accessibility Guidelines 2.0 level AA

Guideline 1.3 Adaptable: Create content that can be presented in different ways (for example simpler layout) without losing information or structure.				
1.3.1	Info and Relationships: Information, structure, and relationships conveyed through presentation can be programmatically determined or are available in text. (Level A)	Yes	Yes	Pages for the EMC WSCA-NASPO MPA Web site will be built in a way that it can be easily read by accessibility tools like screen readers, etc. EMC ensures Level A compliance.
1.3.2	Meaningful Sequence: When the sequence in which content is presented affects its meaning, a correct reading sequence can be programmatically determined. (Level A)	Yes	Yes	Pages for the EMC WSCA-NASPO MPA Web site will be built in a way that when the sequence in which content is presented affects its meaning, a correct reading sequence can be program-matically determined. EMC ensures Level A VPAT compliance.
1.3.3	Sensory Characteristics: Instructions provided for understanding and operating content do not rely solely on sensory characteristics of components such as shape, size, visual location, orientation, or sound. (Level A)	Yes	Yes	Pages for the EMC WSCA-NASPO MPA Web site will be built in a way that Sensory Characteristics do not rely solely on components such as shape, size, visual location, orientation or sound. Multiple Sensory Characteristics will be incorporated. EMC ensures VPAT Level A compliance.

Guideline 1.4 Distinguishable: Make it easier for users to see and hear content including separating foreground from background.				
1.4.1	Use of Color: Color is not used as the only visual means of conveying information, indicating an action, prompting a response, or distinguishing a visual element. (Level A)	Yes	Yes	Pages for the EMC WSCA-NASPO MPA Web site will be built in a way that color and arrows, or underlines are used to specify links that are actionable. EMC ensures VPAT Level A compliance.
1.4.2	Audio Control: If any audio on a Web page plays automatically for more than 3 seconds, either a mechanism is available to pause or stop the audio, or a mechanism is available to control audio volume independently from the overall system volume level. (Level A)	No	Yes	EMC is not considering the use of audio on the WSCA-NASPO MPA Website.
1.4.3	Contrast (Minimum): The visual presentation of text and images of text has a contrast ratio of at least 4.5:1, except for the following: (Level AA) • Large Text: Large-scale text and images of large-scale text have a contrast ratio of at least 3:1; • Incidental: Text or images of text that are part of an inactive user interface component, that are pure decoration, that are not visible to anyone, or that are part of a picture that contains significant other visual content, have no contrast requirement. • Logotypes: Text that is part of a logo or brand name has no minimum contrast requirement.	Yes	Yes	EMC maintains at least a minimum contrast ratio of 4.5:1 for readability purposes on all Web site text, and will ensure the WSCA-NASPO MPA Web site will as well. EMC ensures Level AA VPAT compliance.
1.4.4	Resize text: Except for captions and images of text, text can be resized without assistive technology up to 200 percent without loss of content or functionality. (Level AA)	Yes	Yes	EMC Web site pages are built to allow text resizing by using standard browser controls. Text can be resized without assistive technology up to 200 percent without loss of content or functionality. This standard will apply to the WSCA-NASPO MPA Website. EMC ensures VPAT Level AA compliance.

1.4.5	Images of Text: If the technologies being used can achieve the visual presentation, text is used to convey information rather than images of text except for the following: (Level AA) • Customizable: The image of text can be visually customized to the user's requirements; • Essential: A particular presentation of text is essential to the information being conveyed.	Yes	Yes	Text on the EMC WSCA-NASPO MPA Web site will be HTML. Images of text will not be utilized. Text will always be readable to assistive technologies. EMC ensures VPAT Level AA compliance.
1.4.6	Contrast (Enhanced): The visual presentation of text and images of text has a contrast ratio of at least 7:1, except for the following: (Level AAA) • Large Text: Large-scale text and images of large-scale text have a contrast ratio of at least 4.5:1; • Incidental: Text or images of text that are part of an inactive user interface component, that are pure decoration, that are not visible to anyone, or that are part of a picture that contains significant other visual content, have no contrast requirement. • Logotypes: Text that is part of a logo or brand name has no minimum contrast requirement.			
1.4.7	Low or No Background Audio: For prerecorded audio-only content that (1) contains primarily speech in the foreground, (2) is not an audio CAPTCHA or audio logo, and (3) is not vocalization intended to be primarily musical expression such as singing or rapping, at least one of the following is true: (Level AAA) • No Background: The audio does not contain background sounds. • Turn Off: The background sounds can be turned off. • 20 dB: The background sounds are at least 20 decibels lower than the foreground speech content, with the exception of occasional sounds that last for only one or two seconds.			
1.4.8	Visual Presentation: For the visual presentation of blocks of text, a mechanism is available to achieve the following: (Level AAA) • Foreground and background colors can be selected by the user. • Width is no more than 80 characters or glyphs (40 if CJK). • Text is not justified (aligned to both the left and the right margins). • Line spacing (leading) is at least space-and-a-half within paragraphs, and paragraph spacing is at least 1.5 times larger than the line spacing. • Text can be resized without assistive technology up to 200 percent in a way that does not require the user to scroll horizontally to read a line of text on a full-screen window.			
1.4.9	Images of Text (No Exception): Images of text are only used for pure decoration or where a particular presentation of text is essential to the information being conveyed. (Level AAA)			

VPAT
Web Content Accessibility Guidelines 2.0 level AA

Principle 2: Operable - User interface components and navigation must be operable.

Standard	Description	Apply Yes/No	Meets Yes/No	Comments
Guideline 2.1 Keyboard Accessible: Make all functionality available from a keyboard.				
2.1.1	Keyboard: All functionality of the content is operable through a keyboard interface without requiring specific timings for individual keystrokes, except where the underlying function requires input that depends on the path of the user's movement and not just the endpoints. (Level A)	Yes	Yes	Pages for the EMC WSCA-NASPO MPA Web site will be built in a way that ensures all functionality of the content is accessible through the keyboard. EMC ensures VPAT Level A compliance.
2.1.2	No Keyboard Trap: If keyboard focus can be moved to a component of the page using a keyboard interface, then focus can be moved away from that component using only a keyboard interface, and, if it requires more than unmodified arrow or tab keys or other standard exit methods, the user is advised of the method for moving focus away. (Level A)	Yes	Yes	Pages for the EMC WSCA-NASPO MPA Web site will not contain any keyboard traps.
2.1.3	Keyboard (No Exception): All functionality of the content is operable through a keyboard interface without requiring specific timings for individual keystrokes. (Level AAA)			
Guideline 2.2 Enough Time: Provide users enough time to read and use content.				
2.2.1	Timing Adjustable: For each time limit that is set by the content, at least one of the following is true: (Level A) • Turn off: The user is allowed to turn off the time limit before encountering it; or • Adjust: The user is allowed to adjust the time limit before encountering it over a wide range that is at least ten times the length of the default setting; or • Extend: The user is warned before time expires and given at least 20 seconds to extend the time limit with a simple action (for example, "press the space bar"), and the user is allowed to extend the time limit at least ten times; or • Real-time Exception: The time limit is a required part of a real-time event (for example, an auction), and no alternative to the time limit is possible; or • Essential Exception: The time limit is essential and extending it would invalidate the activity; or • 20 Hour Exception: The time limit is longer than 20 hours.	Yes	Yes	Pages for the EMC WSCA-NASPO MPA Web site will not set any time limits.
2.2.2	Pause, Stop, Hide: For moving, blinking, scrolling, or auto-updating information, all of the following are true: (Level A) • Moving, blinking, scrolling: For any moving, blinking or scrolling information that (1) starts automatically, (2) lasts more than five seconds, and (3) is presented in parallel with other content, there is a mechanism for the user to pause, stop, or hide it unless the movement, blinking, or scrolling is part of an activity where it is essential; and • Auto-updating: For any auto-updating information that (1) starts automatically and (2) is presented in parallel with other content, there is a mechanism for the user to pause, stop, or hide it or to control the frequency of the update unless the auto-updating is part of an activity where it is essential.	No	Yes	Pages for the EMC WSCA-NASPO MPA Web site will not contain any moving, scrolling or auto-updating content.

2.2.3	No Timing: Timing is not an essential part of the event or activity presented by the content, except for non-interactive synchronized media and real-time events. (Level AAA)			
2.2.4	Interruptions: Interruptions can be postponed or suppressed by the user, except interruptions involving an emergency. (Level AAA)			
2.2.5	Interruptions: Interruptions can be postponed or suppressed by the user, except interruptions involving an emergency. (Level AAA)			
Guideline 2.3 Seizures: Do not design content in a way that is known to cause seizures.				
2.3.1	Three Flashes or Below Threshold: Web pages do not contain anything that flashes more than three times in any one second period, or the flash is below the general flash and red flash thresholds. (Level A)	No	Yes	Pages for the EMC WSCA-NASPO MPA Web site will not contain any flashing elements.
2.3.2	Three Flashes: Web pages do not contain anything that flashes more than three times in any one second period. (Level AAA)			
Guideline 2.4 Navigable: Provide ways to help users navigate, find content, and determine where they are.				
2.4.1	Bypass Blocks: A mechanism is available to bypass blocks of content that are repeated on multiple Web pages. (Level A)	Yes	Yes	The ability to bypass block of content that are repeated on multiple pages on the EMC WSCA-NASPO MPA Web site will also contain links to do so. EMC ensures VPAT Level A compliance.
2.4.2	Page Titled: Web pages have titles that describe topic or purpose. (Level A)	Yes	Yes	It is EMC standard practice to have titles that describe the Web page topic or purpose. EMC ensures VPAT Level A compliance.
2.4.3	Focus Order: If a Web page can be navigated sequentially and the navigation sequences affect meaning or operation, focusable components receive focus in an order that preserves meaning and operability. (Level A)	Yes	Yes	It is EMC standard practice to provide focus in an order that preserves meaning and operability on all Web pages. EMC ensures VPAT Level A compliance.

2.4.4	Link Purpose (In Context): The purpose of each link can be determined from the link text alone or from the link text together with its programmatically determined link context, except where the purpose of the link would be ambiguous to users in general. (Level A)	Yes	Yes	It is EMC standard practice to provide the purpose of each link via the link text alone or from the link text together with its program-matically determined link context on allpages. Links are properly labeled. EMC ensures VPAT Level A compliance.
2.4.5	Multiple Ways: More than one way is available to locate a Web page within a set of Web pages except where the Web Page is the result of, or a step in, a process. (Level AA)	Yes	Yes	It is EMC standard practice to provide more than one way to locate a Web page within a set of Web pages. This is accomplished via site navigation and links in the body of the text. EMC ensures VPAT Level AA compliance.
2.4.6	Headings and Labels: Headings and labels describe topic or purpose. (Level AA)	Yes	Yes	It is EMC standard practice to provide headings and labels that describe topic and/or purpose. EMC ensures VPAT Level AA compliance.

Standard	Description	Apply Yes/No	Meets Yes/No	Comments
2.4.7	Focus Visible: Any keyboard operable user interface has a mode of operation where the keyboard focus indicator is visible. (Level AA)	Yes	Yes	It is EMC standard practice to provide keyboard focus indicators that are visible through browser controls (links get highlighted, blinking cursor, etc). EMC ensures VPAT Level AA compliance.
2.4.8	Location: Information about the user's location within a set of Web pages is available. (Level AAA)			
2.4.9	Link Purpose (Link Only): A mechanism is available to allow the purpose of each link to be identified from link text alone, except where the purpose of the link would be ambiguous to users in general. (Level AAA)			
2.4.10	Section Headings: Section headings are used to organize the content. (Level AAA)			

Principle 3: Understandable - Information and the operation of user interface must be understandable.

Standard	Description	Apply Yes/No	Meets Yes/No	Comments
Guideline 3.1 Readable: Make text content readable and understandable.				
3.1.1	Language of Page: The default human language of each Web page can be programmatically determined. (Level A)	Yes	Yes	It is EMC standard practice to provide for a default human language that can be program-matically determined. EMC ensures VPAT Level A compliance.

3.1.2	Language of Parts: The human language of each passage or phrase in the content can be programmatically determined except for proper names, technical terms, words of indeterminate language, and words or phrases that have become part of the vernacular of the immediately surrounding text. (Level AA)	Yes	Yes	It is EMC standard practice to provide for a default human language that can be programmatically determined for each passage or phrase in the content and/or context of the vernacular of the immediately surrounding text. EMC ensures VPAT Level AA compliance.
3.1.3	Unusual Words: A mechanism is available for identifying specific definitions of words or phrases used in an unusual or restricted way, including idioms and jargon. (Level AAA)			
3.1.4	Abbreviations: A mechanism for identifying the expanded form or meaning of abbreviations is available. (Level AAA)			
3.1.5	Reading Level: When text requires reading ability more advanced than the lower secondary education level after removal of proper names and titles, supplemental content, or a version that does not require reading ability more advanced than the lower secondary education level, is available. (Level AAA)			
3.1.6	Pronunciation: A mechanism is available for identifying specific pronunciation of words where meaning of the words, in context, is ambiguous without knowing the pronunciation. (Level AAA)			
Guideline 3.2 Predictable: Make Web pages appear and operate in predictable ways.				
3.2.1	On Focus: When any component receives focus, it does not initiate a change of context. (Level A)	Yes	Yes	It is EMC standard practice to provide for component focus and not initiate a change of context. EMC ensures VPAT Level A compliance.

3.2.2	On Input: Changing the setting of any user interface component does not automatically cause a change of context unless the user has been advised of the behavior before using the component. (Level A)	Yes	Yes	It is EMC standard practice to notify the user prior to a behavior change of context occurring before using the component. EMC ensures VPAT Level A compliance.
3.2.3	Consistent Navigation: Navigational mechanisms that are repeated on multiple Web pages within a set of Web pages occur in the same relative order each time they are repeated, unless a change is initiated by the user. (Level AA)	Yes	Yes	It is an EMC standard Web design principle to ensure that navigational mechanisms that are repeated on multiple Web pages within a set of Web pages occur in the same relative order each time they are repeated, unless the change is initiated by the user. EMC ensures VPAT Level AA compliance.
3.2.4	Consistent Identification: Components that have the same functionality within a set of Web pages are identified consistently. (Level AA)	Yes	Yes	It is an EMC standard Web design principle to ensure that components that have the same functionality within a set of Web pages are identified consistently. EMC ensures VPAT Level AA compliance.
3.2.5	Change on Request: Changes of context are initiated only by user request or a mechanism is available to turn off such changes. (Level AAA)			
Guideline 3.3 Input Assistance: Help users avoid and correct mistakes.				

3.3.1	Error Identification: If an input error is automatically detected, the item that is in error is identified and the error is described to the user in text. (Level A)	No	Yes	It is an EMC standard Web design principle to ensure that input errors are automatically detected, identified, and that the error is described to the user in the text. However, for the purposes of the WSCA-NASPO EMC MPA Web sitedesign, input capability will not be required. EMC ensures VPAT Level A compliance.
3.3.2	Labels or Instructions: Labels or instructions are provided when content requires user input. (Level A)	Yes	Yes	It is an EMC standard Web design principle to ensure that labels or instructions are provided when content requires user input. However, for the purposes of the WSCA-NASPO EMC MPA Web site design, input capability will not be required. EMC ensures VPAT Level A compliance.

3.3.3	Error Suggestion: If an input error is automatically detected and suggestions for correction are known, then the suggestions are provided to the user, unless it would jeopardize the security or purpose of the content. (Level AA)	No	Yes	It is an EMC standard Web design principle to ensure that input errors are automatically detected and suggestions for correction are provided to the user. However, for the purposes of the WSCA-NASPO EMC MPA Web site design, input capability will not be required. EMC ensures VPAT Level AA compliance.
3.3.4	Error Prevention (Legal, Financial, Data): For Web pages that cause legal commitments or financial transactions for the user to occur, that modify or delete user-controllable data in data storage systems, or that submit user test responses, at least one of the following is true: (Level AA) • Reversible: Submissions are reversible. • Checked: Data entered by the user is checked for input errors and the user is provided an opportunity to correct them. • Confirmed: A mechanism is available for reviewing, confirming, and correcting information before finalizing the submission.	No	Yes	It is an EMC standard Web design principle to ensure Web pages that cause legal commitments or financial transactions for the user will conform to the following: 1)submissions are reversible 2)data entered by the user is checked and verified by the user; and 3) confirmation can be obtained after final review of the submission. However, for the purposes of the WSCA-NASPO EMC MPA Web site design, input capability will not be required. EMC ensures VPAT Level AA compliance for EMC Web environment(s).

3.3.5	Help: Context-sensitive help is available. (Level AAA)			
3.3.6	Error Prevention (All): For Web pages that require the user to submit information, at least one of the following is true: (Level AAA) • Reversible: Submissions are reversible. • Checked: Data entered by the user is checked for input errors and the user is provided an opportunity to correct them. • Confirmed: A mechanism is available for reviewing, confirming, and correcting information before finalizing the submission.			

VPAT
Web Content Accessibility Guidelines 2.0 level AA

Principle 4: Robust - Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies.

Standard	Description	Apply Yes/No	Meets Yes/No	Comments
Guideline 4.1 Compatible: Maximize compatibility with current and future user agents, including assistive technologies.				
4.1.1	Parsing: In content implemented using markup languages, elements have complete start and end tags, elements are nested according to their specifications, elements do not contain duplicate attributes, and any IDs are unique, except where the specifications allow these features. (Level A)	Yes	Yes	It is an EMC standard Web design principle and Best Practice where content implemented using markup languages, elements have complete start and end tags, elements are nested according to their specifications, elements do not contain duplicate attributes, and any IDs are unique, except where the specifications allow these features. The WSCA-NASPO EMC MPA Web Site will incorporate these design principles and best practices. EMC ensures VPAT Level A compliance.

4.1.2	Name, Role, Value: For all user interface components (including but not limited to: form elements, links and components generated by scripts), the name and role can be programmatically determined; states, properties, and values that can be set by the user can be programmatically set; and notification of changes to these items is available to user agents, including assistive technologies. (Level A)	Yes	Yes	It is an EMC standard Web design principle and Best Practice for all user interface components that the name and role can be program-matically determined; states, properties, and values that can be set by the user can be programmatical ly set; and notification of changes to these items is available to user agents, including assistive technologies. The WSCA-NASPO EMC MPA Web Site will incorporate these design principles and best practices. EMC ensures VPAT Level A compliance.

Addendums

EMC Response:

The completed Addendums 1 through 9 appear on the following 9 pages in the PDF and printed versions.

Double-click the icons below in the Word version of this document to view these files.

19512Addendum1_Signed.pdf   19512Addendum2_Signed.pdf   19512Addendum3_Signed.pdf   19512Addendum4_Signed.pdf

19512Addendum5_Signed.pdf   19512Addendum6_Signed.pdf   19512Addendum7_Signed.pdf   19512Addendum8_Signed.pdf   19512Addendum9_Signed.pdf

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SOLICITATION ADDENDUM

Addendum No.:	1	Date of Addendum:	October 30, 2013
Due Date, Time:	November 18, 2013 3:00 p.m.	Revised Date, Time:	n/a
Acquisition Mgmt. Spec.:	Susan Kahle	Agency:	Administration

Web Registration No.: 19512

Title: MN WSCA-NASPO Computer Equipment (Desktops, Laptops, Tablets, Servers, Storage and Ruggedized Devices including Related Peripherals & Services)

SCOPE OF ADDENDUM

An Addendum is forthcoming and will be issued to:

1. Provide answers to questions submitted by the October 7th deadline.
2. Provide the pricing workbooks in excel format.
3. Extend the due date.

This addendum shall become part of the solicitation and **MAY** be returned with the response by the due date and time of the solicitation.

COMPANY NAME: *EMC CORPORATION*

DATE: *January 7, 2014*

SIGNATURE: *Joseph F. Spaniol*

PRINTED NAME: *Joseph F. Spaniol III*

TITLE: *Vice President Federal & Public Sector Contracts*

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addendum (10/13)

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SOLICITATION ADDENDUM

Addendum No.:	2	Date of Addendum:	November 7, 2013
Due Date, Time:	November 18, 2013 3:00 p.m. CT	Revised Date, Time:	December 6, 2013 3:00 p.m. CT
Acquisition Mgmt. Spec.:	Susan Kahle	Agency:	Administration
Web Registration No.:	19512		
Title:	MN WSCA-NASPO Computer Equipment (Desktops, Laptops, Tablets, Servers, Storage and Ruggedized Devices including Related Peripherals & Services)		

SCOPE OF ADDENDUM

The purpose of this addendum is to:
1. Extend the due date and time to December 6, 2013 at 3:00 p.m. CT

Additional Addendums are forthcoming and will be issued to:
1. Provide responses to questions submitted by the October 7th deadline.
2. Provide the RFP document detailing revisions.
3. Provide the pricing workbooks in Excel format.
4. Allow an additional time period for questions regarding the State's responses to questions received.
5. Allow an additional time period for questions in regards to the pricing workbooks provided in Excel format.

This addendum shall become part of the solicitation and **MAY** be returned with the response by the due date and time of the solicitation.

COMPANY NAME: _EMC CORPORATION_

DATE: _January 7, 2014_

SIGNATURE: _Joseph F Spaniol_

PRINTED NAME: _Joseph F. Spaniol III_

TITLE: _Vice President Federal & Public Sector Contracts_

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SOLICITATION ADDENDUM

Addendum No.:	3	Date of Addendum:	November 15, 2013
Due Date, Time:	December 6, 2013 3:00 p.m. CT	Revised Date, Time:	December 11, 2013 3:00 p.m. CT
Acquisition Mgmt. Spec.:	Susan Kahle	Agency:	Administration
Web Registration No.:	19512		
Title:	MN WSCA-NASPO Computer Equipment (Desktops, Laptops, Tablets, Servers, Storage and Ruggedized Devices including Related Peripherals & Services)		

SCOPE OF ADDENDUM

The purpose of this addendum is to:

1. Provide RESPONSES to questions submitted by the October 7th deadline.
   Click to download: MN WSCA-NASPO COMPUTER RESPONSES

2. Provide the revised RFP document. This provides revisions to the RFP and replaces in full the RFP posted 09/16/13.
   Click to download:
   a. REDLINED MN-WSCA-NASPO Computer RFP - 2013_1115 ADDENDUM 3
   b. WSCA-NASPO Computer RFP - 2013_1115

3. Provide the pricing workbooks in Excel format. Click to download:
   Band 1 - Desktop Price Workbook
   Band 2 - Laptop Price Workbook
   Band 3 - Tablet Price Workbook
   Band 4 - Server Price Workbook
   Band 5 - Storage Price Workbook
   Band 6 - Ruggedized Price Workbook

4. Questions and request for clarifications are due November 22, 2013 2:00 P.M. Central Time.
   See below for detail on questions allowed:
   a. Questions regarding the responses provided in Item 1 above.
   b. Questions regarding the pricing workbooks provided in Item 3 above.

This addendum shall become part of the solicitation and **MUST** be returned with the response by the due date and time of the solicitation.

COMPANY NAME: *EMC CORPORATION*

DATE: *January 7, 2014*

SIGNATURE: *Joseph F. Spaniol*
Joseph F. Spaniol III

PRINTED NAME: *Vice President*

TITLE: *Federal & Public Sector Contracts*

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SOLICITATION ADDENDUM

Addendum No.:	4	Date of Addendum:	December 3, 2013
Due Date, Time:	December 11, 2013 3:00 p.m. CT	Revised Date, Time:	December 18, 2013 3:00 p.m. CT
Acquisition Mgmt. Spec.:	Susan Kahle	Agency:	Administration
Web Registration No.:	19512		
Title:	MN WSCA-NASPO Computer Equipment (Desktops, Laptops, Tablets, Servers, Storage and Ruggedized Devices including Related Peripherals & Services)		

SCOPE OF ADDENDUM

The purpose of this addendum is to:

1. Extend the due date to December 18, 2013 3:00 p.m. CT

2. Updated Pricing Workbooks for all bands will be provided in a separate addendum.

3. Responses to questions submitted by November 22, 2013 will be provided in a separate addendum.

This addendum shall become part of the solicitation and **MAY** be returned with the response by the due date and time of the solicitation.

COMPANY NAME: _FMC CORPORATION_

DATE: _January 7, 2014_

SIGNATURE: _Joseph F. Spaniol_

PRINTED NAME: _Joseph F. Spaniol III_

TITLE: _Vice President Federal & Public Sector Contracts_

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addendum (10/13)

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SOLICITATION ADDENDUM

Addendum No.:	5	Date of Addendum:	December 11, 2013
Due Date, Time:	December 18, 2013 3:00 p.m. CT	Revised Date, Time:	January 7, 2014 3:00 p.m. C.T.
Acquisition Mgmt. Spec.:	Susan Kahle	Agency:	Administration
Web Registration No.:	19512		
Title:	MN WSCA-NASPO Computer Equipment (Desktops, Laptops, Tablets, Servers, Storage and Ruggedized Devices including Related Peripherals & Services)		

SCOPE OF ADDENDUM

The purpose of this addendum is to:

1. Extend the due date to January 7, 2014.

2. Provide RESPONSES to questions submitted by November 22, 2013 – click to download:
    http://www.mmd.admin.state.mn.us/process/admin/documents/19512Add5_2013_1211qa.pdf

3. Provide UPDATED Pricing Workbooks – click to download. The State reserves the right to clarify pricing workbook submissions to ensure correct workbooks have been submitted.
    http://www.mmd.admin.state.mn.us/process/admin/spreadsheets/19512Add5_Band1-DesktopPriceWorkbookv2.xlsx
    http://www.mmd.admin.state.mn.us/process/admin/spreadsheets/19512Add5Band2-LaptopPriceWorkbookV2.xlsx
    http://www.mmd.admin.state.mn.us/process/admin/spreadsheets/19512Add5Band3-TabletPriceWorkbookv2.xlsx
    http://www.mmd.admin.state.mn.us/process/admin/spreadsheets/19512Add5Band4-ServerPriceWorkbookv2.xlsx
    http://www.mmd.admin.state.mn.us/process/admin/spreadsheets/19512Add5Band5-StoragePriceWorkbookv2.xlsx
    http://www.mmd.admin.state.mn.us/process/admin/spreadsheets/19512Add5Band6-RuggedizedPriceWorkbookv2.xlsx

4. Provide the revised RFP document. This replaces in full the RFP posted 9/16/13 & 11/15/13.Two versions are provided a)   Redlined - details changes made to the RFP since the 11/15/13 version. B) pdf version with all changes accepted.
    Click to download:
    a. http://www.mmd.admin.state.mn.us/process/admin/documents/19512Add52013_1211REDLINEDMNWSCA-NASPOComputerRFP.doc
    b. http://www.mmd.admin.state.mn.us/process/admin/documents/19512Add52013_1211PDFMNWSCA-NASPOComputerRFP.pdf

This addendum shall become part of the solicitation and **MUST** be returned with the response by the due date and time of the solicitation.

COMPANY NAME: *EMC CORPORATION*

DATE: *January 7, 2014*

SIGNATURE: *Joseph F. Spaniol*

PRINTED NAME: Joseph F. Spaniol III

TITLE: *Vice President Federal & Public Sector*

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DEPARTMENT OF ADMINISTRATION

SOLICITATION ADDENDUM

Addendum No.:	6	Date of Addendum:	December 13, 2013
Due Date, Time:	January 7, 2014 3:00 p.m. C.T.	Revised Date, Time:	
Acquisition Mgmt. Spec.:	Susan Kahle	Agency:	Administration
Web Registration No.:	19512		

Title: MN WSCA-NASPO Computer Equipment (Desktops, Laptops, Tablets, Servers, Storage and Ruggedized Devices including Related Peripherals & Services)

SCOPE OF ADDENDUM

The purpose of this addendum is to:

1.   The link provided for Band 1 in Addendum 5 was incorrect and has been corrected. The link is also provided below:
http://www.mmd.admin.state.mn.us/process/admin/spreadsheets/19512Add5_Band1-DesktopPriceWorkbookv2.xlsx
DesktopPriceWorkbookv2.xlsx

2.   Clarification regarding the Baseline Price List Date:
The Baseline Price List submitted may be dated an alternate date. However, the market basket pricing submitted must be representative of the pricing for an order placed on November 15, 2013 for purposes of evaluation.

This addendum shall become part of the solicitation and **MAY** be returned with the response by the due date and time of the solicitation.

COMPANY NAME: *EMC CORPORATION*

DATE: *January 7, 2014*

SIGNATURE: *Joseph F. Spaniol*

PRINTED NAME: **Joseph F. Spaniol III**

TITLE: *Vice President Federal & Public Sector Contracts*

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SOLICITATION ADDENDUM

Addendum No.:	7	Date of Addendum:	December 19, 2013
Due Date, Time:	January 7, 2014 3:00 p.m. C.T.	Revised Date, Time:	
Acquisition Mgmt. Spec.:	Susan Kahle	Agency:	Administration
Web Registration No.:	19512		
Title:	MN WSCA-NASPO Computer Equipment (Desktops, Laptops, Tablets, Servers, Storage and Ruggedized Devices including Related Peripherals & Services)		

SCOPE OF ADDENDUM

The purpose of this addendum is to:

1.	Provide Version 3 of Band 4: Server Pricing Workbook. Revisions include:
	a. The Processor in Base Equipment Spec 2 has been changed to "Xeon E5-2600 series"
	b. The option and upgrades in the Equipment pricing tab have been synced with the upgrade on the Spec 1 tab.
	c. The upgrade on Spec 2 tab has been deleted.

	Click here to download Version 3 of Band 4: Server Pricing Workbook:
	http://www.mmd.admin.state.mn.us/process/admin/spreadsheets/19512Band4ServerPriceWorkbookv3.xlsx

	Responders are to use the revised information to submit pricing for Band 4.

This addendum shall become part of the solicitation and **MUST** be returned with the response by the due date and time of the solicitation.

COMPANY NAME: _EMC CORPORATION_

DATE: _January 7, 2014_

SIGNATURE: _Joseph F. Spaniol_

PRINTED NAME: _Joseph F. Spaniol III_

TITLE: _Vice President Federal & Public Sector Contracts_

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SOLICITATION ADDENDUM

Addendum No.:	8	Date of Addendum:	December 27, 2013
Due Date, Time:	January 7, 2014 3:00 p.m. C.T.	Revised Date, Time:	
Acquisition Mgmt. Spec.:	Susan Kahle	Agency:	Administration

Web Registration No.: 19512

Title: MN WSCA-NASPO Computer Equipment (Desktops, Laptops, Tablets, Servers, Storage and Ruggedized Devices including Related Peripherals & Services)

SCOPE OF ADDENDUM

The purpose of this addendum is to:

1. **PROVIDE VERSION 4 OF BAND 4: SERVER PRICING WORKBOOK.** Responders are to use the revised information to submit pricing for Band 4. Revision includes: The Processor in Base Equipment TAB Specs 2, cell D12 has been changed to "Four Xeon E5-4640 series (2.4Ghz, 8-core)". This processor supports the minimum requirement of 4 sockets.
   Click here to download Version 4 of Band 4: Server Pricing Workbook:
   http://www.mmd.admin.state.mn.us/process/admin/spreadsheets/19512Add8Band4ServerPriceV4.xls

2. **CLARIFICATION ON WARRANTY PRICING:** It is understood that responders may have varying base warranties. For example, in Band 3 – Tablet Price Workbook, Services Tab – a warranty upgrade is listed for accidental damage. If a responder includes accidental damage in their base warranty they should indicate this on the pricing workbook in their offer.

3. **PROVIDE VERSION 3 OF BAND 5: STORAGE PRICING WORKBOOK.** Responders are to use the revised information to submit pricing for Band 5. Revision includes: Added Line 20 to the equipment pricing tab (ST20-1). To clarify: Responders are to provide capacity and drives based on the upgraded configuration to Spec 1- 12TB total raw and Spec 2 - 16TB raw.
   Click here to download Version 3 of Band 5: Storage Pricing Workbook:
   http://www.mmd.admin.state.mn.us/process/admin/spreadsheets/19512Add8Band5StoragePriceV3.xls

This addendum shall become part of the solicitation and **MUST** be returned with the response by the due date and time of the solicitation.

COMPANY NAME: _EMC CORPORATION_

DATE: _January 7, 2014_

SIGNATURE: _Joseph F. Spaniol_

PRINTED NAME: _Joseph F. Spaniol III_

TITLE: _Vice President Federal & Public Sector Contracts_

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Admin Minnesota
DEPARTMENT OF ADMINISTRATION

SOLICITATION ADDENDUM

Addendum No.:	9	Date of Addendum:	January 2, 2014
Due Date, Time:	January 7, 2014 3:00 p.m. C.T.	Revised Date, Time:	January 14, 2014, 3:00 p.m. C.T.
Acquisition Mgmt. Spec.:	Susan Kahle	Agency:	Administration

Web Registration No.: 19512

Title: MN WSCA-NASPO Computer Equipment (Desktops, Laptops, Tablets, Servers, Storage and Ruggedized Devices including Related Peripherals & Services)

SCOPE OF ADDENDUM

The purpose of this addendum is to:

1. Extend the due date of the solicitation to January 14, 2014, 3:00 p.m. C.T.

This addendum shall become part of the solicitation and **MAY** be returned with the response by the due date and time of the solicitation.

COMPANY NAME: EMC Corporation

DATE: January 6, 2014

SIGNATURE: Joseph F Spaniol III

PRINTED NAME: Joseph F. Spaniol III

TITLE: Vice President
Federal & Public Sector Contracts

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addendum (10/13)   Page 1

SECTION 3 A. RESPONSE REQUIREMENTS: BUSINESS

Confirm the responder meets, understands and will comply with the requirement by checking YES. Mandatory Requirements are indicated with "M" need to be checked yes. <u>DESCRIBE FULLY AND PROVIDE DETAIL HOW THE PROPOSAL SATISFIES EACH ITEM.</u>

Table A Indicating Compliance

A	RESPONSE REQUIREMENTS: BUSINESS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
1	**PROPOSED BANDS.** Responders may respond to any or all bands. Responder must identify the bands they will be proposing (check all that apply): ☐ Band 1: Desktop ☐ Band 2: Laptop ☐ Band 3: Tablet ☐ Band 4: Server ☒ Band 5: Storage ☐ Band 6: Ruggedized Devices Responder must verify they are a manufacturer of each band proposed and describe their manufacturing process and facilities.	M	YES ☒ NO ☐
2	**MANUFACTURER VERIFICATION.** The manufacturer's name shall appear on the computer equipment. The Contract Vendors shall provide the warranty service and maintenance for equipment on a Master Agreement. Describe proposed warranty in Section 3A6 in accordance to WSCA-NASPO warranty term.	M	YES ☒ NO ☐
3	**THIRD PARTY PRODUCTS.** Products offered may be manufactured by a third party; however, Contract Vendor must provide the warranty service and maintenance for all third party products on the Master Agreement. Contract Vendor may not offer another manufacture's product holding a Master Agreement without prior approval. Warranty documents for Products manufactured by a third party are preferred to be delivered to the Participating Entity with the Products. Contract Vendor can only offer third party products in a	M	YES ☒ NO ☐

A	RESPONSE REQUIREMENTS: BUSINESS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	band they have been awarded. Describe proposed warranty in Section 3A6 in accordance to WSCA-NASPO warranty term.		
4	**PRODUCT RESTRICTIONS.** Responder must agree to adhere to the restrictions in the Scope of Work throughout the life of the Master Agreement. Describe thoroughly how Contract Vendor will manage product restrictions for Participating States.	M	YES ☒ NO ☐
5	**MAINTAINING THE PRODUCT AND SERVICE SCHEDULE (PSS).** Contract Vendors will develop and maintain an electronic Product and Service Schedule (PSS) which identifies a complete listing of all products and services included in the awarded Master Agreement as well as individual Participating State's PSS's. It is understood that manufacturer's pricing models will vary and final negotiation of how the PSS is presented will be finalized upon award. The PSS will be available for audit purposes and end users to verify pricing based on the minimum discounts withcategorized exceptions provided off a designated base line price list. The minimum discounts with categorized exceptions and designated price list must be provided upon request. The PSS may contain the following information: • Band number • Category • Product Brand • Item number • Item description • List Price • Discount provided • Discounted price PSS is to be maintained as follows: 1. The PSS prices for Products and services will conform to the guaranteed minimum discount with categorized exception levels 2. The Contract Vendor may make model changes; add new Products, and Product upgrades or Services to the PSS.	M	YES ☒ NO ☐

A	RESPONSE REQUIREMENTS: BUSINESS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	3. The Contract Vendor agrees to delete obsolete and discontinued Products from the PSS 4. The Contract Vendor will work with each State to develop a satisfactory PSS reflecting the individual States restrictions. The state reserves the right to make PSS format changes throughout the life of the master agreement. Contract Vendor will request changes to the PSS utilizing an Action Request Form (ARF). A sample has been provided in the Section 6. This ARF will be finalized upon negotiations and reaffirms and tracks changes made to the Master Agreement. Changes may be made quarterly.		
6	**WARRANTY AND MAINTENANCE.** The Contract Vendor shall ensure warranty service and maintenance for all equipment, including third party products provided. Describe in detail how the responder will secure warranty for all products and services. The Contract vendor agrees to facilitate the Manufacturer or Publisher warranty and maintenance of third party products furnished through the Master Agreement. Describe in detail how the responder will secure warranty for all products and services.	M	YES ☒ NO ☐
7	**LEASING.** Individual Participating States and Participating Entities may enter in to lease agreements for the products covered in the Master Agreements resulting from the RFP, if they have the legal authority to enter into these types of agreements. The Participating Addendum by each State will identify if and how leasing agreement terms will be conducted.		YES ☒ NO ☐

A	RESPONSE REQUIREMENTS: BUSINESS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
8	**DELIVERY.** Delivery of ordered product should be completed within thirty (30) calendar days after receipt of an order, unless otherwise agreed to by the ordering agency.	M	YES ☒ NO ☐
9	**FREIGHT**. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price), to the address, receiving dock or warehouse as specified on the ordering agency's purchase order, In those situations in which the "deliver-to" address has no receiving dock or agents, the Contract Vendor must be able to deliver to the person specified on the PO without additional cost. If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance in order for the customer to determine if the additional cost will affect the decision to utilize the Contract Vendor.	M	YES ☒ NO ☐
10	**VENDOR PERFORMANCE MEETING**. An annual vendor performance meeting may be held each year with the WSCA-NASPO Sourcing Team. Participation by the Contract Vendor is mandatory. Historically vendor performance meetings have been held in the State of Minnesota.	M	YES ☒ NO ☐
11	**AUDITING.** Contract Vendors agree to audits, including but not limited to the Lead State or 3rd party to ensure products sold, pricing and administrative fees are compliant with Master Agreement terms and conditions. Responders must describe: • how the responder regularly self audits the Master Agreement to ensure compliance • how an end user will be able to self audit to ensure quotes provided are at the discount off list price • how often the web pricing and invoicing is audited to insure contractual compliance. • reporting mechanisms available such as Invoice reports which will assist in State's ability to audit the Master Agreement through vendor supplied reporting tools. • how the responder ensures that States with multiple Master Agreements are monitored to ensure purchases are correctly booked with the correct Master Agreement.	M	YES ☒ NO ☐
12	**SELF AUDIT:** Vendors are required to conduct at a minimum a quarterly self-audit, unless approved by the Lead State. The audit will sample a minimum of one tenth of one percent (.001) of orders with a maximum of 100 audits per quarter conducted. For example: Up to 1,000 sales = 1 audit; 10,000 sales = 10 audits; Up to 100,000 sales = 100 audits. This will be a random sample of orders and invoices and must include documentation of pricing. Summary findings are to be reported to Lead State with actions to correct documented findings.	M	YES ☒ NO ☐

A	RESPONSE REQUIREMENTS: BUSINESS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
13	**PREFERENCE PROGRAMS.** Describe experience and capacity to meet minority and women business enterprises and other local purchasing preferences that vary among potential Participating Entities, including but not limited to the use of these businesses in their partner relationships.		YES ☒ NO ☐
14	**GEOGRAPHIC OFFERING.** While the primary purpose of this solicitation is to select a Responders who can offer all products and services within a band for all Participating States, to encourage small business participation Responders are permitted to submit a proposal on more limited geographical areas. Clearly describe the geographical limits (e.g. by State name) if proposing a geographical area less than that of all Participating States. Identify at least one State. If a Proposer elects to submit a Proposal for a single State then the Proposer will be willing to supply the entire State. The option to grow the business to other States may be allowed upon approval of the WSCA-NASPO Management Board. The proposer will be evaluated on the same criteria as all other vendors and referred to the identified State for consideration of a Master Agreement.		YES ☒ NO ☐
15	**MASTER AGREEMENT TERMINATION.** Upon termination or expiration of the Master Agreement awarded from this RFP the following will occur: • All websites, on-line offering systems and Electronic Catalog functions supported and/or available as part of the Master Agreement will cease and be removed from public viewing access without redirecting to another website. • If approved by the Lead State, Customer data/user accounts acquired during the term of the Master Agreement shall be destroyed or returned to the State at the request of the Participating State's administrator unless required to maintain per audit. • No references to the Master Agreement shall be made on the Contract Vendor's commercial website without permission by the Lead State. • If approved by the Lead State, hard copy catalogs and promotional literature shall be destroyed or returned to the Participating State at the end of the Master Agreement term upon the request of the Participating State.		YES ☒ NO ☐

A	RESPONSE REQUIREMENTS: BUSINESS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
16	**PREMIUM SAVINGS PACKAGE PROGRAM.** Contract Vendors who participate in the PSP program commit to maintain and upgrade (keep pace with the advance of technology) the standard configurations for a stated period of time or intervals, as determined by the Participating Entities. Provide marketing plan of the PSP Program including leading with PSP Program and displaying prominently on websites to market aggressively to all States.		YES ☐ NO ☐ ☒ n/a for server storage vendors
17	**PROMOTIONS.** Contract Vendors are allowed to provide promotions for deeply discounted products based on their inventory and sales. Promotions will also provide increased savings to States. The Contract Vendors will be responsible to market these offers. Describe what kind of promotions will be available and how marketing will be conducted.		YES ☒ NO ☐

Table Item A.1 – Proposed Bands

Responders may respond to any or all bands. Responder must identify the bands they will be proposing (check all that apply):

Band 1: Desktop

Band 2: Laptop

Band 3: Tablet

Band 4: Server

Band 5: Storage - X

Band 6: Ruggedized Devices

Responder must verify they are a manufacturer of each band proposed and describe their manufacturing process and facilities.

EMC Response:

EMC Corporation is responding to Band 5: Storage. EMC is the globally recognized leading Original Equipment Manufacturer (OEM) of Storage products. According to the International Data Corporation (IDC) Worldwide Quarterly Disk Storage Systems Tracker published September 2013, the 2Q13 External Disk Storage Systems research results showed that EMC increased its lead in the external disk storage systems market with 31.3% revenue share during the quarter, followed by NetApp and IBM in a statistical tie* for the number two position with 13.3% and 12.6% market share, respectively. HP captured the third position with 10.0% market share while Dell and Hitachi finished in a statistical tie* for fourth with 7.6%, and 7.1% market share, respectively (see table below).

Table 1.   Top 5 Vendors, Worldwide External Disk Storage Systems Factory Revenue, Second Quarter of 2013 (Revenues in $Millions)

Vendor	2Q13 Revenue (US$M)	2Q13 Market Share	2Q12 Revenue (US$M)	2Q12 Market Share	2Q13 / 2Q12 Revenue Growth
1. EMC	$1,860	31.3%	$1,823	30.4%	2.1%
T.2. NetApp*	$789	13.3%	$727	12.1%	8.6%
T.2. IBM*	$747	12.6%	$770	12.8%	-3.0%
3. HP	$594	10.0%	$641	10.7%	-7.5%
T.4. Dell*	$454	7.6%	$469	7.8%	-3.1%
T.4. Hitachi*	$424	7.1%	$484	8.1%	-12.4%
Others	$1,084	18.2%	$1,088	18.1%	-0.4%
All Vendors	**$5,952**	**100.0%**	**$6,002**	**100%**	**-0.8%**

Source: IDC Worldwide Quarterly Disk Storage Systems Tracker, September 6, 2013

* Note: IDC declares a statistical tie in the worldwide disk storage market when there is less than one percent difference in the factory revenues of two or more vendors.

In another published report, IDC's Worldwide Quarterly Storage Software QView, a quantitative tool for analyzing the global storage software market, EMC ranked #1 with 25.6% market share.

Wikibon, a leading market industry analyst firm, reported the following findings in its August 2013 published study of Integration Value across All Categories for VMware vSphere® Environments:

- EMC® for the third year in a row has been named the #1 storage vendor in the annual study of storage integration with VMware® vSphere.
- The study ranked EMC #1 as offering the most integrated storage solution for VMware environments.
- EMC VNX® scored better than the five other storage vendors in the study.
- EMC VNX was #1 in each of the three categories – general, block-only and file storage.
- EMC VMAX ranked #1 array for Tier 1 storage.
- The study ranked EMC VNX and VMAX highest for security.
- EMC continues to add more value for customers' VMware environments with continual enhancements from all EMC storage platforms, EMC ViPR™ software defined storage platform, EMC Global Services and RSA®.

Furthermore, Gartner, Inc. the leading provider of research and analysis on the information technology industry, published its Magic Quadrant (see Figure below) for March 2013 that includes midrange, high-end and network-attached storage (NAS) systems as defined in Gartner's market definitions and methodology.

Figure 1.   Magic Quadrant for General-Purpose Disk Arrays – March 2013
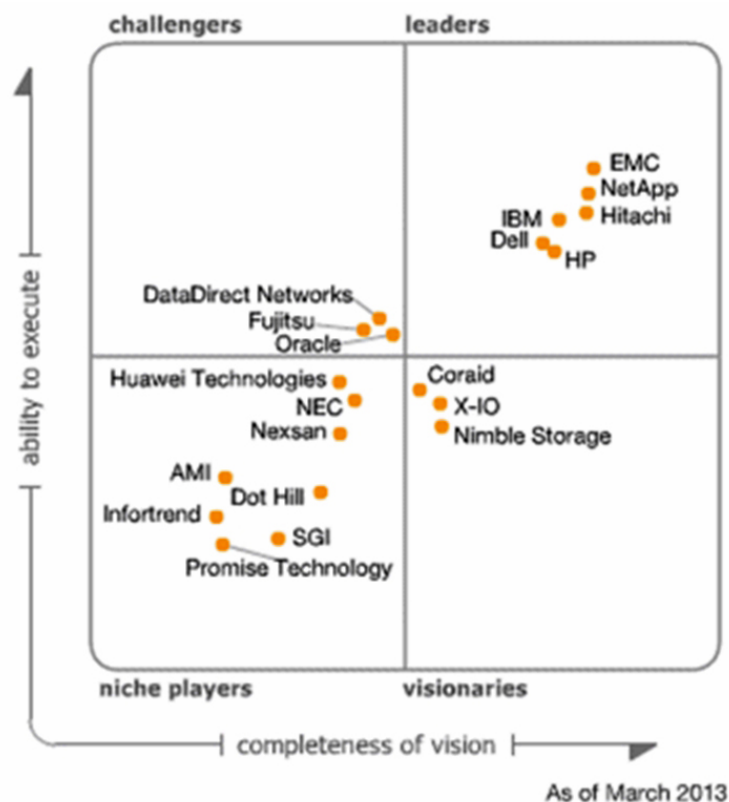
Gartner's study concluded EMC is the disk storage market leader. They commented that EMC management has a vision for improving disk storage, understands the power of effective marketing and sales, and is willing to invest heavily in internal development activities, acquisitions, marketing programs and events to ensure that it can set market expectations. EMC has tightly integrated its VPLEX with VMware to enhance the attractiveness of the EMC VMAX and VNX storage systems in virtualized server environments.

Describe their manufacturing process and facilities.

EMC has an extensive manufacturing base comprising capabilities in the United States and Ireland. Our storage systems' manufacturing and test facilities in Massachusetts, North Carolina and Ireland are certified to the ISO 14001 International Standard for environmental management systems. Our Franklin, Massachusetts, Apex, North Carolina and Cork, Ireland manufacturing facilities have achieved OHSAS 18001 certification, an international standard for facilities with world-class safety and health management systems. We also maintain Support Center Practices certification for our primary customer support centers. These internationally recognized endorsements of ongoing quality and environmental management are among the highest levels of certifications available.

We conduct operations utilizing a formal, documented quality management system to ensure that our products as well as services satisfy customer needs and expectations. The quality management system also provides the framework for continual improvement of our processes and products. This system is certified to the ISO 9001 International Standard. Several additional ISO 9001 certifications are maintained for sales and service operations worldwide. We have also implemented Lean Six Sigma methodologies to ensure that the quality of our designs, manufacturing, test processes and supplier relationships are continually improved.

We maintain a robust Supplier Code of Conduct, actively manage recycling processes for our returned products, have won an Environmental Steward Award and are also certified by the Environmental Protection Agency as a Smartway Transport Partner.

Our hardware products are assembled and tested primarily at our facilities in the United States and Ireland or at global manufacturing service suppliers. We work closely with our suppliers to design, assemble and test product components in accordance with production standards and quality controls established by us. Our software products are designed, developed and tested primarily at our facilities in the United States and abroad. The products are tested to meet our quality standards.

Table Item A.2 – Manufacturer Verification

The manufacturer's name shall appear on the computer equipment. The Contract Vendors shall provide the warranty service and maintenance for equipment on a Master Agreement. Describe proposed warranty in Section 3A6 in accordance to WSCA-NASPO warranty term.

EMC Response:

EMC understands the requirement for the manufacturer's name to appear on products offered and will comply. EMC will provide, directly or through third party manufacturers, warranty service and maintenance for equipment on the Master Agreement. A description of the warranty

for EMC and third-party products is included in EMC's response to *Table Item A.6 – Warranty and Maintenance*.

Table Item A.3 – Third Party Products

Products offered may be manufactured by a third party; however, Contract Vendor must provide the warranty service and maintenance for all third party products on the Master Agreement. Contract Vendor may not offer another manufacture's product holding a Master Agreement without prior approval. Warranty documents for Products manufactured by a third party are preferred to be delivered to the Participating Entity with the Products. Contract Vendor can only offer third party products in a band they have been awarded. Describe proposed warranty in Section 3A6 in accordance to WSCA-NASPO warranty term.

EMC Response:

EMC may offer to supply or license certain products that are made by a third-party manufacturer/supplier and not EMC. Some of such products are specifically identified as "EMC Select Products" and listed at http://www.emc.com/partnersalliances/programs/select.jsp. EMC will assign the manufacturer's warranty and maintenance support to the Purchasing Entity. The current website is included as the attachment titled "EMC Select Products" that is provided in our response to *Table Item C.4 – Equipment and Services Overview*.

EMC understands the requirement that prohibits offering another manufacturer's product holding a Master Agreement without prior approval and will comply.

Warranty documents may be obtained directly from the third-party manufacturers at the website listed above. Warranty information normally provided by third-party manufacturers with shipment of product will be provided to the Participating Entity with delivery of the EMC Select Products.

EMC understands and will comply with the requirement to offer third-party products only in a band awarded to EMC. A description of warranty of third-party products is included in EMC's response to *Table Item A.6 – Warranty and Maintenance*.

Table Item A.4 – Product Restrictions

Responder must agree to adhere to the restrictions in the Scope of Work throughout the life of the Master Agreement. Describe thoroughly how Contract Vendor will manage product restrictions for Participating States.

EMC Response:

EMC agrees to adhere to the product restrictions in the Scope of Work throughout the life of the Master Agreement. EMC will work with procurement officers of Participating Entities to manage product restrictions specific for Participating Entities.

EMC's WSCA-NASPO website will be organized in a way that each Participating Entity will have its own PSS. EMC will work with the procurement officers of those States to create user instructions that will guide the user of the contract in finding the appropriate PSS for their Participating Entity. The user instructions will also point out the configuration limits, software restrictions, and agreed upon services requirements in that State.

Product restrictions are a topic incorporated into EMC's comprehensive WSCA-NASPO training program, which is presented to EMC sales account executives and the EMC WSCA-NASPO

approved Value Added Resellers ("VARs"). The training program contains a general overview of the Master Agreement and the Participating Addendum for each Participating Entity. Also included is a detailed description of the use of the contract including configuration limits, software restrictions, and services requirements for the specific State. EMC provides training classes on a regular basis to accommodate staff turnover and the addition of new WSCA-NASPO VARs.

Table Item A.5 – Maintaining the Product and Service Schedule (PSS)

Contract Vendors will develop and maintain an electronic Product and Service Schedule (PSS) which identifies a complete listing of all products and services included in the awarded Master Agreement as well as individual Participating State's PSS's. It is understood that manufacturer's pricing models will vary and final negotiation of how the PSS is presented will be finalized upon award. The PSS will be available for audit purposes and end users to verify pricing based on the minimum discounts with categorized exceptions provided off a designated base line price list. The minimum discounts with categorized exceptions and designated price list must be provided upon request. The PSS may contain the following information:

- Band number
- Category
- Product Brand
- Item number
- Item description
- List Price
- Discount provided
- Discounted price

PSS is to be maintained as follows:

1. The PSS prices for Products and services will conform to the guaranteed minimum discount with categorized exception levels
2. The Contract Vendor may make model changes; add new Products, and Product upgrades or Services to the PSS.
3. The Contract Vendor agrees to delete obsolete and discontinued Products from the PSS
4. The Contract Vendor will work with each State to develop a satisfactory PSS reflecting the individual States restrictions.

The state reserves the right to make PSS format changes throughout the life of the master agreement.

Contract Vendor will request changes to the PSS utilizing an Action Request Form (ARF). A sample has been provided in the Section 6. This ARF will be finalized upon negotiations and reaffirms and tracks changes made to the Master Agreement. Changes may be made quarterly.

EMC Response:

EMC understands the requirement to maintain the PSS as stated above and will comply.

EMC will provide a PSS for Products and Services that will conform to the guaranteed minimum discount levels per product category within Band 5, Storage. The PSS will include Band number, Category, Product Brand, Item number, Item description, List Price, Discount provided, and Discount Price. In addition, EMC's PSS will include the annual maintenance cost for that item. EMC updates its price lists on a monthly basis and will eliminate obsolete items in a timely manner. The PSS may contain the following information:

- Band number
- Category
- Product Brand
- Item number
- Item description
- List Price
- Discount provided
- Discounted price

EMC will maintain the PSS as follows:

1. The PSS prices for Products and Services will conform to the guaranteed minimum discount levels.
2. EMC, upon pre-approval, may make model changes; add new Products, and Product upgrades or Services to the PSS.
3. EMC agrees to delete obsolete and discontinued Products from the PSS.
4. EMC will work with each State to develop a satisfactory PSS reflecting the individual States restrictions.

EMC understands the state reserves the right to make PSS format changes throughout the life of the master agreement.

EMC will request changes to the PSS utilizing an Action Request Form (ARF). This ARF will be finalized upon negotiations and reaffirms and tracks changes made to the Master Agreement.

Table Item A.6 – Warranty and Maintenance

The Contract Vendor shall ensure warranty service and maintenance for all equipment, including third party products provided. Describe in detail how the responder will secure warranty for all products and services. The Contract vendor agrees to facilitate the Manufacturer or Publisher warranty and maintenance of third party products furnished through the Master Agreement. Describe in detail how the responder will secure warranty for all products and services.

EMC Response:

As a manufacturer, EMC offers warranty and maintenance support for all of its products. EMC offers comprehensive support services including online support tools, secure remote support capabilities, onsite and customized support options. The method used to provide warranty and maintenance support depends on the product and maintenance support option purchased.

A description of warranty or maintenance offerings for EMC products is available on the attachments titled "EMC Warranty-Maintenance Table" and "RSA Warranty-Maintenance Table", which appear on the following 12 pages, respectively in the PDF and printed versions. Double-click the icons below in the Word version of this document to view these files.

EMC
Warranty-Maintenance

RSA
Warranty-Maintenance

EMC PRODUCT WARRANTY AND MAINTENANCE TABLE

The table below sets forth EMC® product-specific warranty and maintenance terms and information. Each product identified as equipment also includes its related operating system, operating environment or microcode (also defined in many contracts as "Core software"), if any, unless the table indicates that such operating system is licensed as a separate product. Any EMC software that is licensed as a separate product and is not specifically identified on this table is governed by the terms stated in the row entitled "software."

EMC recommends that you locate products on the following table by simultaneously pressing the "Control" key and the letter "f" key to activate the "Find" feature, and then typing in the name of the applicable product.

Additional information about available Support Options as well as other important information can be found by clicking the link found here.

Product	Standard Warranty	Available Support Options	Installation Services*	Designated Customer-Replaceable Units (CRUs)**
AlphaStor software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	Installation not included	None
ApplicationXtender Family software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	Installation not included	None
Atmos equipment	3 years; Enhanced	Premium, Enhanced	Installation not included. Not Customer installable.	Disk drives (Atmos software 2.1.0 or greater required)
Atmos software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	Installation not included but strongly recommended	None EMC will perform the installation of software updates
Autograph Family software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced (Basic support is available for licenses purchased before April 9, 2012)	Installation not included	None
Automated Failover Manager (AFM) software	90 days; defective media replacement Support during warranty available with purchase of a RecoverPoint or MirrorView maintenance support option.	Premium	Installation not included but strongly recommended	None The AFM is included with RecoverPoint or MirrorView software only
AutoStart Family software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	Installation not included	None
AutoSwap software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	Installation not included	None
AVALONidm software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	Installation not included	None

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Product	Standard Warranty	Available Support Options	Installation Services*	Designated Customer-Replaceable Units (CRUs)**
Avamar Data Store	2 years; Enhanced	Premium, Enhanced	Installation/implementation not included Single-node systems: Customer installable but requires separate implementation services available for purchase through EMC Multi-node systems: Requires separate installation and implementation services available for purchase through EMC	Power supply, disk drives, data store node, utility node, accelerator node
Avamar software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	Installation/implementation not included but strongly recommended.	None
Backup Manager for SharePoint software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	Installation not included but strongly recommended	None
Blade Logic Brand software	No longer available for sale; maintenance only	Premium, Enhanced	Installation not included	None
Bus-Tech equipment	I year; Basic	Premium, Enhanced, Basic	Installation not included	Disk drives, power supplies
Bus-Tech Family software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced, Basic	Installation not included	None
Captiva Family software (Except Pixtools and QuickScanPro products)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced (Basic support is available for licenses purchased before April 9, 2012)	Installation not included	None
Captiva software —Pixtools and QuickScanPro products only	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Basic	Installation not included	None
Celerra Family equipment (excluding NX4, NS20, NS-120, NS-480, NS-960, NS-G8, NS-G2, VG2, and VG8)	2 years; Premium	Premium	Included in product purchase	None
Celerra NX4 equipment	3 years; Enhanced	Enhanced, Premium	Installation not included	Power/cooling module (in processor enclosures, and in disk array enclosures), blade, Storage Processor (SP), SP DIMM memory, SP I/O module, SFP transceiver, standby Power supply, link control card, and disk
Celerra NX4 Core software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	Installation not included	Not Applicable
Celerra NS20 equipment	3 years; Enhanced	Enhanced, Premium	Installation not included	Power/cooling module (in processor enclosures), SFP transceiver module, disk

Product	Standard Warranty	Available Support Options	Installation Services*	Designated Customer-Replaceable Units (CRUs)**
Celerra NS-120 and NS-480 equipment	3 years; Enhanced	Enhanced, Premium	Installation not included	Power/cooling module (in processor enclosures), blade, management I/O module (in Storage Processor enclosure), SFP transceiver, standby power supply, and disk
Celerra NS-960 and NS-G8 equipment	3 years; Enhanced	Enhanced, Premium	Installation not included	SFP transceivers, X-Blade enclosure power supply, X-Blade enclosure fan, Storage Processor enclosure power supply, Storage Processor enclosure fan, and disk
Celerra NS-G2 equipment	3 years; Enhanced	Enhanced, Premium	Installation not included	Power/cooling Module (in Processor Enclosures), fan blade, SFP transceiver, and disk
Celerra Manager software (excluding NX4)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	Installation not included	None EMC will perform the installation of software updates
Celerra Replicator software (excluding NX4)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	Installation not included	None EMC will perform the installation of software updates
Celerra VG2 and VG8	3 years; Enhanced	Premium, Enhanced	Installation not included	Power/Cooling Module, SFP-compliant transceiver, UltraFlex I/O Module, Management Module
CLARiiON AX150 equipment	No longer available for sale; maintenance only	Enhanced, Basic	Installation not included	All components; Installation of AX150 Core software and system-based software releases
CLARiiON AX150/150i - EMC Insignia equipment	I year; Basic	Enhanced, Basic	Installation not included	All components; Installation of AX150/150i Core software and system based software releases
CLARiiON AX4 series equipment	3 years; Enhanced	Premium, Enhanced	Installation not included	All components; Installation of AX4 Core software and system-based software releases
CLARiiON AX4 software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	Installation not included	Not Applicable
CLARiiON CX300 equipment	No longer available for sale; maintenance only	Premium, Enhanced	Included in product purchase	Disk drives
CLARiiON CX3-series equipment	No longer available for sale; maintenance only	Premium, Enhanced	Included in product purchase	Power supply, cooling units, small form factor pluggable transceivers, disk drives per approval of Disk Replacement Utility (DRU) tool, DAE power supply, LCC; Installation of CX3-Series Core software and system-based software releases

Product	Standard Warranty	Available Support Options	Installation Services*	Designated Customer-Replaceable Units (CRUs)**
CLARiiON CX4-series equipment	No longer available for sale; maintenance only	Premium, Enhanced	Installation not included	Power supply, cooling units, small form factor pluggable transceivers, disk drives per approval of Disk Replacement Utility (DRU) tool, DAE power supply, LCC; Installation of CX4-Series Core software and system-based software releases
Connectrix Family of Switches (except Connectrix devices listed below)	3 years; Enhanced	Enhanced, Premium	Installation not included	Power supplies, fans, optics, cables and the complete switch when applicable
Connectrix Family of Directors	3 years; Enhanced	Enhanced, Premium	Installation not included but strongly recommended	Power supplies, fans, optics, cables
Connectrix NEX-5010, NEX-5020, AP-7600B, ES-5832B, MP-8000B, MP-7500B, MP-7800B,	2 years; Premium	Premium	Included in product purchase	None
Connectrix Manager software including CMDCE, CMCNE, Cisco Fabric Manager and Data Center Network Manager	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	Installation not included	None
CopyPoint software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	Installation not included	None
DatabaseXtender software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	Installation not included	None
Data Domain System	1 year hardware only; Limited Warranty Software (DDOS) 90 day; defective media replacement Support for DDOS during warranty available with purchase of a maintenance support option	Premium, Enhanced	Installation not included but strongly recommended	Power supply, disk drives, SAS controller on ES20
Data Domain software	90 day; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	Installation not included but strongly recommended	None
DiskXtender Family software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	Installation not included but strongly recommended	None
Documentum Family software (except ApplicationXtender)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced (Basic support is available for licenses purchased before April 9, 2012)	Installation not included	None
EmailXtender Family software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	Installation not included	None
EMC AppSync	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	Installation not included	None
EMC Backup Advisor Family software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	Installation not included but strongly recommended	None

Product	Standard Warranty	Available Support Options	Installation Services*	Designated Customer-Replaceable Units (CRUs)**
EMC Data Protection Advisor	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	Installation not included but strongly recommended	None
EMC Centera Family equipment	2 years, Enhanced	Premium, Enhanced	Installation not included but strongly recommended	With Enhanced support option, Customer is responsible for resetting of modems and nodes
EMC Centera software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	Installation not included but strongly recommended	None EMC will perform the installation of software updates
EMC Cloud Tiering Appliance (CTA) Equipment	1 year; Enhanced	Premium, Enhanced	Installation not included but strongly recommended	Disk Drives, Power Supply
EMC Cloud Tiering Appliance/VE (CTA/VE) Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	Installation not included but strongly recommended	None
EMC Disk Library for Mainframe, DLm8000/6000/2000/1000, DLm8100w/VNX/DD, DLm2100w/DD	2 years; Premium	Premium	Requires separate implementation services available for purchase through EMC	None
EMC Disk Library Family equipment (except for DL1500, DL3000, and 3D 4000)	2 years; Premium	Premium	Installation not included but strongly recommended	None
EMC Disk Library DL1500, DL3000, and 3D 4000 Family equipment	3 years; Enhanced	Premium, Enhanced	Installation not included but strongly recommended	None
EMC File Management Appliance Equipment	1 year; Enhanced	Premium, Enhanced	Installation not included but strongly recommended	Disk drives, power supplies
EMC File Management Appliance Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	Installation not included but strongly recommended	None
EMC Geographically Dispersed Disaster Restart software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	Installation not included	None
EMC Greenplum Data Computing Appliance ("DCA")	1 year hardware only; Limited Warranty 90 days for software in the DCA; defective media replacement Support for software during warranty available with purchase of a maintenance support option	Premium (covers both hardware and software portion of DCA)	Installation not included	EMC will perform the installation of software updates included with the purchase of the DCA. However, before EMC can perform the installation of an out-of-family software update (e.g., 4.0 to 4.1) for the Greenplum Database software on the DCA, Customer is required to purchase the DCA Greenplum Database Upgrade Preparation Service.
EMC Greenplum Data Integration Accelerator ("DIA")	1 Year hardware only; Limited Warranty 90 days for software in the DIA; defective media replacement Support for software during warranty available with the purchase of a maintenance support option	Premium (covers both hardware and software portion of the DIA)	Installation not included	EMC will perform the installation of software updates included with the purchase of the DIA

Product	Standard Warranty	Available Support Options	Installation Services*	Designated Customer-Replaceable Units (CRUs)**
EMC Greenplum Family Standalone Production Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	Installation not included	None
EMC Ionix ControlCenter Family software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	Installation not included	None
EMC Ionix Family software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Basic	Installation not included	None
EMC IT Compliance Analyzer-Application Addition equipment	No longer available for sale; maintenance only	Premium, Basic	Installation not included	None
EMC PowerExchange PWX Connector to Greenplum	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	Installation not included	None
EMC Rainfinity Appliance equipment	1 year; Enhanced	Enhanced, Premium (applies only to qualifying models specified by EMC in the maintenance quote)	Installation not included	Disk drives and power supply
EMC Rainfinity Appliance software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Enhanced, Premium (applies only to qualifying models specified by EMC in the maintenance quote)	Installation not included	
EMC ScaleIO	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced, Basic	Installation not included	None
EMC SourceOne Family software (excluding EMC SourceOne eDiscovery)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	Installation not included	None
EMC SourceOne eDiscovery equipment	1 year; Enhanced	Premium, Enhanced	Installation not included but strongly recommended	Power supply, disk drives
EMC SourceOne eDiscovery software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	Installation not included but strongly recommended	None
EMC Storage Analytics for VNX	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	Installation not included	None
EMC ViPR	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	Installation not included	None
EMC VFCache	3 years; Enhanced	Premium, Enhanced	Installation not included	VFCache PCIe card
EMC XtremIO equipment	3 years; Limited	Premium	Installation not included but strongly recommended	None
EMC XtremIO SW software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	Installation not included but strongly recommended	None
EMC XtremSW Cache	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced, Basic	Installation not included	None
EMC XtremSW Suite	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	Installation not included	None
EMC XtremSF	3 years or maximum endurance reached, whichever occurs first; Basic. Replacement of server flash PCIE cards that have reached their maximum endurance is not included. Contact EMC or an authorized EMC partner to purchase a replacement when maximum endurance has been reached. Refer to the XtremSF user guide for additional information regarding maximum endurance.	Premium, Enhanced, Basic	Installation not included	XtremSF PCIe card

Product	Standard Warranty	Available Support Options	Installation Services*	Designated Customer-Replaceable Units (CRUs)**
EMC VPLEX equipment	3 years, Premium	Premium	Installation not included but strongly recommended	None
EMC VPLEX software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	Included in product purchase	None EMC will perform the installation of software updates
eRoom software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced (Basic support is available for licenses purchased before April 9, 2012)	Installation not included	None
HomeBase software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Enhanced	Installation not included but strongly recommended	None
InfoMover	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	Installation not included	None
Informative Graphics Brava! WebKit software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced, Basic	Installation not included	None
Invista equipment	2 years; Premium	Premium	Included in product purchase	None
Ionix for IT Operations Intelligence (formerly Smarts)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Basic	Installation not included	None
Ionix Network Configuration Manager (formerly Voyence)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Basic	Installation not included	None
Isilon equipment	1 year; Limited Warranty	Premium, Enhanced	Installation not included but strongly recommended	Power supplies, power cables, NVRAM batteries, Hard Disks, Rail kits, IB switches, IB cables, faceplates
Isilon software	90 day; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	Installation not included but strongly recommended	None
IT Compliance Analyzer Application Edition software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Basic	Installation not included	None
IT Performance Reporter Network Edition software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Basic	Installation not included	None
IT Process Centre Request Management software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Basic	Installation not included	None
Kofax Ascent Capture software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Enhanced	Installation not included	None
MirrorView software (excluding AX4)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	Installation not included	None
Navisphere Family software (excluding AX4)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	Installation not included	None
NetWorker Family software (except for NetWorker Fast Start)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	Installation not included but strongly recommended	None
NetWorker Fast Start	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Basic, Enhanced	Installation not included	None

Product	Standard Warranty	Available Support Options	Installation Services*	Designated Customer-Replaceable Units (CRUs)**
Open Migrator/LM software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	Installation not included	None
Open Replicator For Symmetrix software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	Installation not included	None
PowerPath Family software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	Installation not included	None
ProSphere software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Basic	Installation not included	None
RecoverPoint software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	Installation not included but strongly recommended	None
RecoverPoint equipment	3 years; Premium	Premium	Installation not included but strongly recommended	None
Replication Manager software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	Installation not included but strongly recommended	None
RepliStor software	No longer available for sale; maintenance only	Premium, Enhanced	Installation not included but strongly recommended	None
SAN Copy software (excluding AX4)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	Installation not included	None
SnapView software (excluding AX4)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	Installation not included	None
Software (all other EMC software products not listed separately in this table)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Basic	Installation not included	None
SRDF Family software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	Installation not included	None
Symmetrix DMX Family equipment (excluding Symmetrix VMAX)	3 years; Premium	Premium	Included in product purchase	None
Symmetrix VMAX/VMAXe Family equipment (operating environment licensed separately)	3 years; Premium	Premium	Included in product purchase	Disk drives
Symmetrix DMX Enginuity (operating environment software)	3 years; Premium	Premium	Included in product purchase	None EMC will perform the installation of software updates
Symmetrix VMAX/VMAXe Enginuity (operating environment software)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	Included in product purchase	None EMC will perform the installation of software updates
Symmetrix VMAX Cloud Edition	1 year; Limited	Premium	Installation not included but strongly recommended	None
Symmetrix Management Console software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	Installation not included	None
Symmetrix Manager software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	Installation not included	None

Product	Standard Warranty	Available Support Options	Installation Services*	Designated Customer-Replaceable Units (CRUs)**
Symmetrix Optimizer software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	Installation not included	None
Telestream Flip Factory software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced, Basic	Installation not included	None
TimeFinder Family software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	Installation not included	None
ViewPoint software for SAP	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	Installation not included	None
VMAX 10K File	3 years, Enhanced	Premium, Enhanced	Installation not included	Power supply, UltraFlex I/O module, SFP transceiver, management module
VMAX NAS Gateway with VNX VG10 or VNX VG50 Data Movers	3 years, Enhanced	Premium, Enhanced	Installation not included	Power supply, UltraFlex I/O module, SFP transceiver, management module
VNX5100	3 years, Enhanced	Premium, Enhanced	Installation not included	Disks, power supply, standby power supply, SFP transceiver, link control card
VNX5300 VNX5500 VNX5700 VNX7500	3 years, Enhanced	Premium, Enhanced	Installation not included	Disks, power supply, standby power supply, SFP transceiver, link control card, UltraFlex I/O module, management module
VNX5200 VNX5400 VNX5600 VNX5800 VNX7600 VNX8000	3 years, Enhanced	Premium, Enhanced	Installation not included	Disks, power supply, fan assembly, SFP transceiver, link control card, UltraFlex I/O module, battery backup unit, management module
VNX VG2 VNX VG8 VNX VG10 VNX VG50	3 years, Enhanced	Premium, Enhanced	Installation not included. Not customer installable.	Power supply, UltraFlex I/O module, SFP transceiver, management module
VNX CA	3 years, Enhanced	Premium, Enhanced	Installation not included	Disks, power supply, fan assembly, SFP transceiver, link control card, UltraFlex I/O module, battery backup unit, management module
VNX F	1 year, hardware only; Limited Warranty Software (VNX OE) – see below	Premium, Enhanced	Installation not included	Disks, power supply, fan assembly, SFP transceiver, link control card, UltraFlex I/O module, battery backup unit, management module
VNX OE (operating environment software)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	Installation not included	None
VNX optional software products	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	Installation not included	None
VNXe3300	3 years, Enhanced	Premium, Enhanced	Installation not included	Disk, power supplies (DAE and DPE), battery backup, I/O card, storage processor, AC/Fibre cables, memory, link control cards (LCC), and SSD

Product	Standard Warranty	Available Support Options	Installation Services*	Designated Customer-Replaceable Units (CRUs)**
VNXe3100 and VNXe3150	3 years, Basic	Premium, Enhanced, Basic	Installation not included	Disk, power supplies (DAE and DPE), battery backup, I/O card, storage processor, AC/Fibre cables, memory, link control cards (LCC), and SSD
VNXe OE (operating environment software)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced: (VNXe3300) Premium, Enhanced, Basic: (VNXe3100)	Installation not included	None
VNXe optional software products	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced: (VNXe3300) Premium, Enhanced, Basic: (VNXe3100)	Installation not included	None
Watch4Net	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Basic	Installation not included	None
Web Publisher Portlets software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced, Basic	Installation not included	None
Woodwing Smart Connection Enterprise software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced, Basic	Installation not included	None
X-Hive Family software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Basic	Installation not included	None
xPression Family software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced (Basic support is available for licenses purchased before April 9, 2012)	Installation not included	None
z/OS Storage Manager software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	Installation not included	None

* Installation Services may be offered by EMC or an authorized service partner. For products listed as "Installation not included," installation may be performed by Customer or purchased from EMC or an authorized service partner. For products listed as "Installation not included but strongly recommended," these installations require a thorough technical understanding of the products; hence EMC recommends that those installation services be purchased only from trained and qualified professionals for those products, including EMC or an authorized service partner. For products listed as "Included in product purchase," installation will be performed by EMC or an authorized service partner.

** Customer Replaceable Units (CRUs):
CRUs are specific assemblies, components, or individual parts of designated EMC equipment that the customer is authorized by EMC to self-replace. In the event of a failure or technical issue, the customer may remove and replace a CRU by using EMC-provided diagnostic tools and/or documentation. Assemblies or components not designated as CRUs must be serviced and/or replaced by EMC or an EMC authorized service partner.

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RSA Warranty and Replacement Parts Maintenance Table

Product	Standard Warranty Period and Support Option	Support Option Upgrade during Warranty Period	Initial Product Installation	Support Options during Maintenance Period	RMA-Parts Replacement	Customer Performed Tasks (*1)	Designated Customer Replaceable Units (CRU's) (*2)
RSA Software	90 days: defective media replacement Support during warranty available with purchase or a maintenance support option	N/A	Installation not included. Performed by Customer or may be available for separate purchase	Basic, (*6) Enhanced	N/A	Customer Installation of subsequent Software Releases	N/A
RSA Tokens	Full Lifecycle of Token up to 6 months from expiration	N/A	Installation not included. Performed by Customer or may be available for sep-arate purchase	Basic, Enhanced	Standard Token Replacement (*3) Advanced Token Replacement (*4)	N/A	N/A
RSA Appliance	90 Days	N/A	Installation not included. Performed by Customer or may be available for separate purchase	Enhanced	Advanced Replacement (*5) - Next Business Day (Requests must be in by 2pm EST or 4pm Western Europe Time). 1st Year Advanced Replacement Maintenance for years 2 through 5	Customer(*7) Installation of subsequent Software Releases	Appliance
Saas	N/A Hosted Solution(*8)	N/A	Performed by RSA	Basic, Enhanced	N/A	RSA Operation responsible for installation and maintenance of Hosted enviroment	N/A

1. Customer-Performed Tasks:
Customer-performed tasks are product support tasks that Customer is authorized by RSA to perform. RSA will provide diagnostic tools and documentation to enable customers to perform replacement of designated Equipment and other service tasks.

2. Customer Replaceable Units (CRUs):
CRUs are specific assemblies, components or individual parts of designated RSA Equipment that Customer is authorized by RSA to self replace. In the event of a Failure or technical issue, a customer may remove and replace a CRU by using RSA provided diagnostic tools and/or documentation. Assemblies or components not designated as CRUs, must be serviced and/or replaced by RSA oran RSA authorized service partner.
Authentication Manager and Authentication Manager Express CRU parts limited to complete Appliance

RSA Warranty and Replacement Parts Maintenance Table

3. Standard Token Replacement:

The System/Security Administrator at your company will return any non-expired tokens that no longer function properly to RSA. Replacements will be shipped within 5 days after the defective token is received. A printable form will be e-mailed back to the customer containing a pre-filled return form with RMA numbers and ship-to information. More details can be found here: https://selfservice.rsasecurity.com/TWR/

4. Advanced Token Replacement:

After filling out the appropriate information, RSA will ship out replacements for each valid token within 2 or 3 days. It is the customer's responsibility to ship the defective tokens back within 60 days of the receipt of the replacement tokens. If not, RSA will invoice for the amount of the replacement tokens shipped.More details can be found here: https://selfservice.rsasecurity.com/TWR/

5. Advanced Replacement:

Appliances are shipped out same day or next business day. Secure ID Appliances must be returned within 15 days of Receiving replacement or full value of Replacement Appliance will be incurred by Customer. For all other Appliances, Customer has 10 days to return faulty appliances.

6. Basic support not available for AA on Prem, Access Manager, DPM, or Authentication Manager

7. DPM Appliance installation performed by RSA/EMC Professional Services

8. Saas

90 day defective media replacement. For both Archer and Adaptive Authentication for the Web on Premise

Archer On Premise: Installation not included. Performed by Customer or may be available for separate purchase

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EMC's response to *Table Item C.4 – Equipment and Services Overview* provides additional information on warranty and maintenance support options for EMC products including details on EMC's Basic, Enhanced and Premium support options. In addition, EMC's warranty for products and services is detailed in the exceptions noted in the *Terms, Conditions and Specifications Exception Form* included as part of this proposal submission.

EMC enters into agreements with third-party manufacturers to ensure the manufacturer's commercial warranty and maintenance offerings are available to Participating Entities for all EMC Select Products (as defined in EMC's answer to *Table Item A.3 – Third Party Products*). The agreement describes how EMC and the third-party manufacturer work together including the obligation to cooperate with each other to facilitate warranty and maintenance support.

For service issues on EMC Select Products covered under warranty or a maintenance agreement, the Purchasing Entity should use the information provided on the EMC Select Warranty-Maintenance Table to contact the third-party manufacturer directly for support services. As part of EMC's contract with the third-party manufacturer, EMC will assist the Purchasing Entity with calls concerning support for the EMC Select Products. If EMC is contacted concerning an issue with an EMC Select Product, EMC will contact one of the designated technical support contacts for the third-party manufacturer. EMC and the manufacturer of the EMC Select Products will cooperate with each other to determine the cause of the support issue. Support issues on EMC Select Products will be resolved by the third-party manufacturer.

There may be instances where it is uncertain which product is the source or cause of the support issue. In such instances EMC and the EMC Select Product manufacturer will use reasonable cooperative efforts to determine and/or isolate the cause of the support issue and resolve it in accordance with the support option purchased.

Notwithstanding any other provision of the Master Agreement, EMC Select Products are subject to the standard license, warranty and support terms of the manufacturer. EMC Select Products are provided by EMC "AS IS".

Table Item A.7 – Leasing

Individual Participating States and Participating Entities may enter in to lease agreements for the products covered in the Master Agreements resulting from the RFP, if they have the legal authority to enter into these types of agreements. The Participating Addendum by each State will identify if and how leasing agreement terms will be conducted.

EMC Response:

EMC agrees to this requirement and offers the option to Individual Participating Entities and Participating Entities who elect to enter into lease agreements for the products covered in the Master Agreement.

Table Item A.8 – Delivery

Delivery of ordered product should be completed within thirty (30) calendar days after receipt of an order, unless otherwise agreed to by the ordering agency.

EMC Response:

EMC agrees to this requirement and offers the ability to deliver ordered product within thirty (30) calendar days after receipt of an order, unless otherwise agreed to by the ordering agency.

Table Item A.9 – Freight

All prices shall be FOB Destination, prepaid and allowed (with freight included in the price), to the address, receiving dock or warehouse as specified on the ordering agency's purchase order, In those situations in which the "deliver-to" address has no receiving dock or agents, the Contract Vendor must be able to deliver to the person specified on the PO without additional cost. If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance in order for the customer to determine if the additional cost will affect the decision to utilize the Contract Vendor.

EMC Response:

EMC agrees to this requirement and will provide FOB Destination, prepaid and allowed (with freight included in the price), to the address, receiving dock or warehouse as specified on the ordering agency purchase order. If a situation is presented where a "deliver-to" address has no receiving dock or agents, EMC agrees to deliver to the person specified on the PO without additional cost. EMC will notify the customer in advance if there is a special case where an inside delivery fee must be charged in order for the customer to determine if the additional cost will affect the decision to utilize EMC.

Table Item A.10 – Vendor Performance Meeting

An annual vendor performance meeting may be held each year with the WSCA-NASPO Sourcing Team. Participation by the Contract Vendor is mandatory. Historically vendor performance meetings have been held in the State of Minnesota.

EMC Response:

EMC agrees to attend an annual vendor performance meeting held with the WSCA-NASPO Sourcing Team.

Table Item A.11 – Auditing

Contract Vendors agree to audits, including but not limited to the Lead State or 3rd party to ensure products sold, pricing and administrative fees are compliant with Master Agreement terms and conditions.

Responders must describe:

- how the responder regularly self audits the Master Agreement to ensure compliance
- how an end user will be able to self audit to ensure quotes provided are at the discount off list price
- how often the web pricing and invoicing is audited to insure contractual compliance.
- reporting mechanisms available such as Invoice reports which will assist in State's ability to audit the Master Agreement through vendor supplied reporting tools.
- how the responder ensures that States with multiple Master Agreements are monitored to ensure purchases are correctly booked with the correct Master Agreement.

EMC Response:

EMC agrees to audits, including but not limited to the Lead State or 3rd party to ensure products sold, pricing and administrative fees are compliant with Master Agreement terms and conditions.

EMC maintains a Compliance Reporting System (CRS) for Public Sector contracts. Each transaction for a State government, Local government, or Education entity must be flagged and a contract vehicle must be identified before the order is placed. When the contract vehicle for the order is identified, the ordering system enforces the maximum pricing allowed on that contract for each item. This contract pricing enforcement is the same whether EMC places the order direct or a VAR places the order.

- how the responder regularly self audits the Master Agreement to ensure compliance

EMC regularly self-audits the Master Agreement by selecting a random set of transactions equal to 0.1% of the total transactions on a quarterly basis. EMC verifies that the prices charged to the end customer do not exceed the maximum contract pricing. In addition, these transactions are verified against the final invoice for the products purchased.

- how an end user will be able to self audit to ensure quotes provided are at the discount off list price

The EMC WSCA-NASPO PSS is published on the EMC WSCA-NASPO web page for end users to access. The end user can audit the price list by searching for individual items from a quote or Purchase Order and confirm that the price list conforms to the contract pricing.

- how often the web pricing and invoicing is audited to insure contractual compliance.

The PSS is updated monthly and is simultaneously audited for pricing compliance. Invoicing is audited on an ongoing basis against customer Purchase Orders during the monthly and quarterly Compliance Reporting Process.

- reporting mechanisms available such as Invoice reports which will assist in State's ability to audit the Master Agreement through vendor supplied reporting tools.

EMC's Compliance Reporting System contains robust reporting capabilities to assist in the State's ability to audit the Master Agreement including invoice reports.

- how the responder ensures that States with multiple Master Agreements are monitored to ensure purchases are correctly booked with the correct Master Agreement.

EMC's Compliance Reporting System classifies transactions by contract, which ensures purchases are correctly booked with the correct Master Agreement.

Table Item A.12 – Self Audit

Vendors are required to conduct at a minimum a quarterly self-audit, unless approved by the Lead State. The audit will sample a minimum of one tenth of one percent (.001) of orders with a maximum of 100 audits per quarter conducted. For example: Up to 1,000 sales = 1 audit; 10,000 sales = 10 audits; Up to 100,000 sales = 100 audits. This will be a random sample of orders and invoices and must include documentation of pricing. Summary findings are to be reported to Lead State with actions to correct documented findings.

EMC Response:

EMC will perform quarterly self-audits. The audit sample will include one tenth of one percent (.001) of orders with a maximum of 100 audits per quarter conducted. A random sample of orders and invoices will be chosen and will include documentation of pricing. Summary findings will be provided to the Lead State with a course of action for corrective measures (if necessary) to ensure discrepancies are addressed and mitigated for future orders.

Table Item A.13 – Preference Programs

Describe experience and capacity to meet minority and women business enterprises and other local purchasing preferences that vary among potential Participating Entities, including but not limited to the use of these businesses in their partner relationships.

EMC Response:

EMC is committed to utilizing minority, women business enterprises and other small business (collectively "Small Businesses") as approved VARs for the Master Agreement when appropriate. EMC currently has a number of Small Business VARs authorized to resell EMC products and services utilizing the EMC WSCA-NASPO B27161 contract. Small Business VARs also utilize EMC State and Local Government contracts. Upon award of a Master Agreement, EMC will conduct an analysis for each State to determine if there are appropriate Small Businesses who may choose to be included as VARs for each Participating Entity.

Table Item A.14 – Geographic Offering

While the primary purpose of this solicitation is to select a Responders who can offer all products and services within a band for all Participating States, to encourage small business participation Responders are permitted to submit a proposal on more limited geographical areas.

Clearly describe the geographical limits (e.g. by State name) if proposing a geographical area less than that of all Participating States. Identify at least one State. If a Proposer elects to submit a Proposal for a single State then the Proposer will be willing to supply the entire State. The option to grow the business to other States may be allowed upon approval of the WSCA-NASPO Management Board.

The proposer will be evaluated on the same criteria as all other vendors and referred to the identified State for consideration of a Master Agreement.

EMC Response:

EMC holds 100+ State, Local and Education contracts spanning all 50 states. Currently, EMC holds a Master Agreement for the WSCA-NASPO PC and Peripherals 2009-2014 contract with 40 Participating Entities. It is the intent of EMC to maintain a national presence, with no limit to geographical area within the United States and its Territories. We will continue to offer all appropriate products and services as a result of a successful award of this RFP and work with Purchasing Entities to enter into new Participating Addenda. EMC will endeavor to develop

relationships with all Participating Entities to further allow for the execution of additional Participating Addenda.

Table Item A.15 – Master Agreement Termination

Upon termination or expiration of the Master Agreement awarded from this RFP the following will occur:

- All websites, on-line offering systems and Electronic Catalog functions supported and/or available as part of the Master Agreement will cease and be removed from public viewing access without redirecting to another website.
- If approved by the Lead State, Customer data/user accounts acquired during the term of the Master Agreement shall be destroyed or returned to the State at the request of the Participating State's administrator unless required to maintain per audit.
- No references to the Master Agreement shall be made on the Contract Vendor's commercial website without permission by the Lead State.
- If approved by the Lead State, hard copy catalogs and promotional literature shall be destroyed or returned to the Participating State at the end of the Master Agreement term upon the request of the Participating State.

EMC Response:

EMC agrees that upon termination or expiration of the Master Agreement awarded from this RFP:

- To cease all websites, on-line offering systems and Electronic Catalog functions supported and/or available as part of the Master Agreement and remove from public viewing access without redirecting to another website;
- That all approved Customer data/user accounts acquired during the term of the Master Agreement will be destroyed or returned to the State at the request of the Participating Entity's administrator unless required to maintain per audit;
- That no references to the Master Agreement will be made on the EMC's commercial website without permission by the Lead State; and
- That all hard copy catalogs and promotional literature approved by the Lead State will be destroyed or returned to the Participating Entity at the end of the Master Agreement term upon the request of the Participating Entity and approval of the Lead State.

Table Item A.16 – Premium Savings Package Program

Contract Vendors who participate in the PSP program commit to maintain and upgrade (keep pace with the advance of technology) the standard configurations for a stated period of time or intervals, as determined by the Participating Entities. Provide marketing plan of the PSP Program including leading with PSP Program and displaying prominently on websites to market aggressively to all States.

EMC Response:

EMC is responding to Storage Band 5 and the Premium Savings Package Program does not apply.

Table Item A.17 – Promotions

Contract Vendors are allowed to provide promotions for deeply discounted products based on their inventory and sales. Promotions will also provide increased savings to States. The Contract Vendors will be responsible to market these offers. Describe what kind of promotions will be available and how marketing will be conducted.

EMC Response:

From time to time EMC may offer promotions to the general marketplace. These promotions will be available to all WSCA-NASPO customers. Examples of promotions may be bundled solution-specific product types, introduction to new products, etc. EMC may market these promotions via the EMC WSCA-NASPO website.

SECTION 3 B. RESPONSE REQUIREMENTS: ENVIRONMENTAL

Confirm the responder meets, understands and will comply with the requirement by checking YES. Mandatory Requirements are indicated with "M" need to be checked yes. Describe FULLY and provide detail how the proposal satisfies each item.

Table B Indicating Compliance

B	RESPONSE REQUIREMENTS: ENVIRONMENTAL	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
1	**ENVIRONMENTALLY PREFERABLE PURCHASING COMMITMENT.** Explain commitment to environmentally preferable purchase specifically in the areas below. **a. End of life management:** Include detailed information regarding takeback, recycling and trade in programs available **b. Environmental solutions:** Provide detail on how additional value is provided regarding environmental solutions such as selling refurbished/remanufactured toner and equipment. Outline how customers company is willing to work with the State and the manufacturers to minimize impact on the environment. Specifically address: MATERIALS - manufacturer declaration on reduction / elimination of hazardous materials i.e.; mercury and lead. PRODUCT – In general how does the responder identify product longevity, percent of packaging and packing materials that are recycled/reusable, availability of replacement parts for life extension, cost, and complication to upgrade. CORPORATE – detail if company has in place regarding sell/procurement of refurbished/remanufactured products. **c. Environmental certifications.** Describe how certifications/registrations are identified on the website; as well as labels on equipment and/or packing list.		YES ☒ NO ☐

B	RESPONSE REQUIREMENTS: ENVIRONMENTAL	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
2	**EPEAT REGISTRATION.** Responder agrees that applicable products offered that have EPEAT Standards provided under the Master Agreements resulting from this RFP are to have achieved a minimum EPEAT Bronze registration.	M	YES ☒ NO ☐ n/a storage
3	**TOTAL COST OF OWNERSHIP.** Describe how customers company can provide users information to assist in evaluating the Total Cost of Ownership in utilizing products. E.g. equipment that runs more efficiently, with less supplies, etc.		YES ☒ NO ☐
4	**ENERGY STAR COMPLIANT PRODUCTS.** Describe manufacturer commitment to EnergyStar Program.		YES ☒ NO ☐
5	**ENVIRONMENTAL IMPROVEMENT PROGRAM.** Describe Product environmental improvement program for products that have not yet received the applicable standards or certification. In addition, describe environmental efforts in each of the following areas: reduction/minimization/avoidance of the use of toxic and hazardous constituents (cadmium, chromium, mercury, and/or lead); compliance with international directives such as the European Union's WEEE Directive on reduction of chlorinated plastics (PVC) and brominated flame retardants.		YES ☒ NO ☐

Table Item B.1 – Environmentally Preferable Purchasing Commitment

Explain commitment to environmentally preferable purchase specifically in the areas below.

a. End of life management: Include detailed information regarding takeback, recycling and trade in programs available

b. Environmental solutions: Provide detail on how additional value is provided regarding environmental solutions such as selling refurbished/remanufactured toner and equipment. Outline how customers company is willing to work with the State and the manufacturers to minimize impact on the environment. Specifically address:

MATERIALS - manufacturer declaration on reduction / elimination of hazardous materials i.e.; mercury and lead.

PRODUCT – In general how does the responder identify product longevity, percent of packaging and packing materials that are recycled/reusable, availability of replacement parts for life extension, cost, and complication to upgrade.

CORPORATE – detail if company has in place regarding sell/procurement of refurbished/remanufactured products.

c. Environmental certifications. Describe how certifications/registrations are identified on the website; as well as labels on equipment and/or packing list.

EMC Response:

a. End of life management: Include detailed information regarding takeback, recycling and trade in programs available

EMC is constantly pursuing opportunities to eliminate waste throughout the value chain and at all of our owned and operated locations. We are continuously working to encourage conservation and improve recycling and re-use, from facilities to product development and packaging to end-of-life management. We are committed to using less and reusing more, while protecting environmental and human health from risks throughout the value chain.

EMC is fully committed to environmentally preferable purchasing. We have established an Office of Sustainability, which publishes an annual Sustainability Report that is available on our Corporate website at http://www.emc.com/corporate/sustainability/index.htm. This report describes our initiatives, accomplishments and opportunities to incorporate principles of sustainability in our product designs, operations, and decision-making in the face of global, social and environmental events.

EMC aims to meet the highest standards of environmental stewardship, maximize the economic value of returned products, and effectively manage risks associated with product end-of-life processes. Our global eWaste program involves electronic equipment no longer desired by the user and/or no longer usable for one of its intended functions, such as manufacturing eWaste, recycling, end-of-life planning, trans-frontier shipments of eWaste, illegal shipments, unsafe disassembly and recycling, data security, and environmental impact. We look to improve management of eWaste worldwide, both within EMC and externally, through partnerships and innovation. We offer product take-back to all of our customers to help ensure products are recycled or disposed of responsibly and in compliance with the law.

COLLABORATING TO SET INDUSTRY STANDARDS AND CREATE INNOVATIVE SOLUTIONS

Establishing Industry-Wide eWaste Metrics

Rigorous standards and metrics are essential for building and assessing effective global eWaste programs. EMC is actively engaged with The Green Grid to develop and promote consistent, industry-wide eWaste metrics that measure and account for responsible recycling and disposal.

ADVANCING OUR RESPONSIBLE EWASTE PRACTICES: A LIFECYCLE PERSPECTIVE

Design for Disassembly

A truly effective take-back and eWaste program starts with product design. The easier a product is to disassemble, the easier it is to reclaim, recycle, and dispose of in a responsible manner. This reduces waste and recaptures the value of recyclable and reusable materials. Our standard design specifications include easy component recovery and continual improvement of disassembly procedures.

In 2012, EMC hosted a Design for the Environment event in which representatives from our Information Technology Asset Disposal (ITAD) suppliers met with EMC engineers to identify opportunities to design for more efficient recycling and recovery. Together, the team brainstormed ways to simplify disassembly (e.g., replacing screws with clips), segregate possible hazardous materials, and identify new ways to find and remove valuable materials for enhanced economic returns.

Responsible Handling of Customer Returns

We accept returns of all EMC-branded products at the end of their useful life. Where appropriate, we recondition products for donation or internal deployment. All remaining products are disassembled. Where possible, some subassemblies are remanufactured and tested to new product standards, so the products may be used again. Products that cannot be remanufactured are sent to our ITAD suppliers, who responsibly reclaim, recycle, or resell the remaining material—sending less than one percent to landfills. To protect customer information, disk drives are degaussed (magnetically erased) and/or physically shredded prior to recycling.

In 2012, we took back an estimated 10,041 metric tons of eWaste. Our cumulative returns from 2008-2012 stands at approximately 90 million pounds (40,823 metric tons) — surpassing our five-year cumulative collection goal of 75 million pounds.

Figure 2.   2012 EMC eWaste Disposition
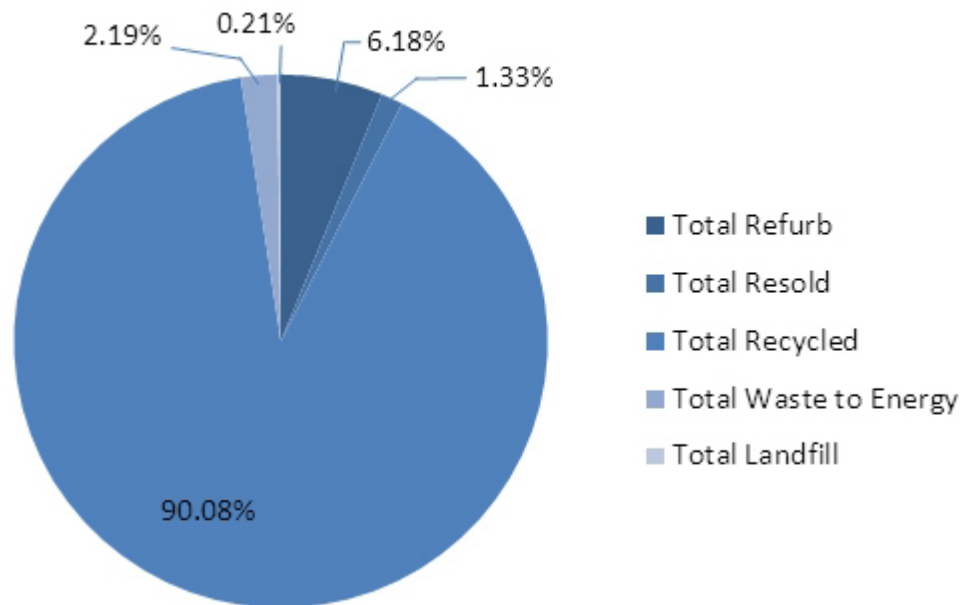
EMC has chosen not to set additional eWaste collection targets based on weight, although annual weights will still be reported. As storage technologies improve, our products are getting smaller and lighter, even though our customers are storing ever-greater amounts of data. Furthermore, taking back a greater weight of product does not necessarily indicate improved environmental performance. EMC would rather our products have a longer lifespan and be adaptable to changing customer needs. These forces may actually drive down the annual weight of product taken back, yet reduce the environmental impact of manufacturing new products. We plan to measure performance and set goals around how responsibly EMC and our ITAD suppliers manage the eWaste we do receive.

ITAD Supplier Certifications and Auditing

Partnering with responsible and transparent ITAD suppliers is crucial to proper eWaste management. In 2012, we set requirements for suppliers to achieve e-Stewards or R2 certification by the end of 2013. By the end of 2012, approximately 73 percent of eWaste collected by EMC was disposed of at an R2 or e-Stewards certified facility, including 100 percent in the United States. Moving forward, our goal is to send 100 percent of eWaste collected to an R2 or e-Stewards certified facility by 2014. This goal also aligns with The Green Grid's new Electronics Disposal Efficiency (EDE) metric, which EMC helped establish.

EMC surpassed our goal of auditing 80 percent of our ITAD suppliers' sites by auditing 94 percent of them via a third party in 2012. Audits include verification and/or confirmation of:

- Downstream Disposition – Mass balance accounting – Shipping documentation
- Business Management

- – Training
- – Process documentation
- – Contingency planning
- – External certifications, such as R2 or e-Stewards
- – Working conditions
- – Data and hardware security
- Environmental, Health, and Safety (EHS)

Audit results from 14 ITAD supplier facilities include 40 downstream findings, 133 business management findings, and 178 EHS findings. Examples of findings included lack of proper downstream documentation, incomplete site closure and contingency plans, and low levels of employee health and safety training. EMC was concerned about the severity and large number of findings, and worked closely with our ITAD suppliers to address them.

Each ITAD supplier was required to create a Corrective Action Plan, which was monitored closely by EMC. All findings, with few exceptions, were also required to be closed (with documentation) within three months of discovery. In fact, many ITAD suppliers were able to close minor findings immediately and the majority of them worked diligently to address findings. EMC plans to continue annual auditing and has incorporated audit findings as a key performance indicator for all ITAD suppliers.

In 2013, our goal is to audit all ITAD suppliers and ensure that 100 percent of them are either R2 or e-Stewards certified. In addition, all ITAD suppliers are tasked with acknowledging the EMC Supplier Code of Conduct in 2013.

Global Alignment for Greater Efficiency

In 2012, we developed a five-year strategic plan to manage eWaste across the globe in a responsible and uniform manner. As part of that plan, ITAD suppliers are now managed along with other EMC direct material suppliers and held to the same standards for performance and quality. EMC has placed an emphasis on working with ITAD suppliers that can partner with us in multiple locations and across several aspects of our business.

EMC has established additional eWaste handling capabilities in-region to reduce GHG emissions from transportation of goods, reduce logistics costs of transporting used electronics, and prepare for compliance with evolving international regulations. Additional locations include the western United States, China, Thailand, and Western Europe.

b. Environmental solutions: Provide detail on how additional value is provided regarding environmental solutions such as selling refurbished/remanufactured toner and equipment.

Outline how customers company is willing to work with the State and the manufacturers to minimize impact on the environment. Specifically address:

MATERIALS - manufacturer declaration on reduction / elimination of hazardous materials i.e.; mercury and lead.

EMC requires that all purchased components and/or materials comply with European Union (EU) Directive 2002/95/EC for Restriction of Hazardous Substances (RoHS) in electrical

products; REACH regulations (Regulation, Evaluation, Authorization of Chemicals); and any domestic and international hazardous substance regulations. Lead, mercury and cadmium are substances controlled by EU RoHS. EMC compliance with EU RoHS and REACH can be found on EMC.com:

- EMC Declaration 2013 EU RoHS Recast Directive: http://www.emc.com/collateral/corporation/emc-declaration-2013-rohs-recast-directive.pdf
- EMC Declaration Regarding REACH: http://www.emc.com/collateral/about/sustainability/emc-reach-proactive-notice.pdf

EMC does not use Chlorofluorocarbons (CFCs), Halons, Carbon tetrachloride or 1,1,1-Trichloroethane (Methyl Chloroform) in its manufacturing processes or products. Under the European WEEE Directive, EMC has a take-back program in which it collects end-of-life product and reuses and recycles that product where possible, and appropriately disposes of remaining materials. Relative to reducing chemical usage, EMC continually seeks to minimize the use of toxic elements through the exploration of alternative technologies such as lead-free solders, and by requesting our vendors and suppliers to use only environmentally safe materials. In addition to our commitment to be compliant with existing and pending regulations, EMC's material sciences lab has worked diligently with the industry, with academia, and with our suppliers to identify or develop environmentally friendly alternatives for Polyvinyl Chlorides (PVCs) and Brominated Flame Retardants (BFRs) that will not compromise product performance, cost, or quality, and will not adversely affect the environment. Where applicable, these alternatives are being used in EMC products. In addition, EMC has signed a partnership agreement with the US Environmental Protection Agency (EPA) and its Climate Leaders Program, which focuses on the reduction of greenhouse gas emissions caused by CFCs and other sources. Returned end-of-life product that is designated as scrap is managed on EMC's behalf by licensed, authorized treatment facilities.

> PRODUCT – In general how does the responder identify product longevity, percent of packaging and packing materials that are recycled/reusable, availability of replacement parts for life extension, cost, and complication to upgrade.

PRODUCT LONGEVITY

EMC measures product reliability by utilizing its extensive field reliability tracking database. This database allows EMC to track the field history of serialized parts which include commodities such as disk drives and boards as well as entire systems. The database includes transactions from manufacturing on shipped products as well as the transactions entered by field personnel. By maintaining the install dates, de-install dates, and replacement reasons for serialized parts, this database enables EMC to calculate the total run time on each serial number.

EMC's primary reliability metric is replacement rate expressed in replacements per year. It is important to note that these replacements do not necessarily mean that the part has failed. As is well known, EMC's products actively monitor the state and condition of the parts in the system. This scrutiny allows many potential problems to be identified well before any solid failure can

occur. Furthermore, a clear majority of the replacements are not in response to any critical incident.

PACKAGING

EMC's sustainable packaging program seeks to maximize environmental benefits across the product lifecycle. We look at inbound packaging from our suppliers, packaging used to transport products between EMC manufacturing facilities, and outbound packaging to our customers. We collaborate to identify opportunities, generate ideas, and implement projects that reduce environmental impact and cost. Our strategy focuses on two key areas: design and use.

Design

Packaging design impacts material consumption, GHG emissions from transport, waste, and recycling streams. Because of the high volumes of material we ship, seemingly small adjustments in the size, weight, and material makeup of packaging can have significant impacts. Of course, our highest priority must always be protecting our products, and we note that the environmental and financial impact of replacing damaged products would outweigh the benefits from environmentally improved packaging.

Using Less Material

We call the practice of balancing product protection with smaller, lighter packaging "right-sizing." We continually seek to design packaging that maximizes performance using the minimal amount of material. "Right-sized" packaging can reduce material consumption and GHG emissions from transportation. For example, in 2012 we changed the packaging for shipping disk array enclosures (DAEs) from our manufacturing plant in Ireland, to our configure-to-order partner in Brazil. Originally, we shipped six DAEs per pallet in virgin packaging. After re-assessing our packaging and processes, we are shipping 24 DAEs per pallet in reused packaging. As a result, we are reducing associated CO_2e emissions by 55 percent (including from transport), waste by 71 percent, and costs by 47 percent.

Using the Right Materials

EMC also actively seeks to incorporate recycled and renewable material in our own packaging designs.

Table 2.   EMC Packaging Materials Objectives

Packaging Material Objective	Example
Recycled Material	A clamshell pack for shipping disk drives, one of our highest volume packages, is made of 50 percent recycled content.
Recyclable Material	In Massachusetts our waste management provider picks up our corrugated cardboard and sells it back to our packaging supplier. That material is then put through a milling procedure and reprocessed into new liner board. That liner board is then used in new packaging

Packaging Material Objective	Example
Renewable Material	In 2012, we fully implemented bamboo cushioning for 2.5 inch form factor drives, replacing polyethylene foam. Bamboo fiber material is not only renewable—it is also compostable to ASTM, BPI, and EN 13432 standards.

Eleven percent (by weight) of our packaging in 2012 was recycled content material. In addition, EMC packaging is free of polyvinyl chlorides (PVCs), and we have eliminated the use of polyurethane in all new package designs since 2009.

In 2012, we identified a material that can reduce energy consumption in product transport and the recycling process. We engaged a team of students from the Net Impact chapter at the International Business School of Brandeis University, who compared foam we currently use to two other types of foam. The team compared each material's technical properties, size, and weight when used in a package, availability of recycling services, and energy consumption in the recycling process. Their final recommendation was to shift to foam that will support smaller and lighter package designs, is as easily recycled as the foam we currently use, and consumes less energy in the recycling process. We are in the process of evaluating this foam for use in select packaging designs.

Supplier Requirements

In 2012, EMC released an updated packaging specification for suppliers with expanded sustainability requirements. This specification applies to inbound and outbound packaging, and requires our suppliers to:

- Use a minimal amount of material required to comply with all other requirements (right-size)
- Reuse packaging through tiers of the supply chain when possible
- Select packaging materials according to EMC's Material Preference List, which identifies materials that are preferred, permissible, urged to avoid, or prohibited

In 2012, we held a Sustainable Packaging Summit, convening suppliers with EMC engineers and supply chain management. The objective was to promote innovative packaging that is environmentally responsible and financially sensible and increase collaboration across EMC's value chain. In addition to sharing best practices, we are exploring several ideas suggested at the summit. They include investigating new materials for shipping pallets, implementing more reusable packaging across the supply chain, and developing benchmarks for space utilization in packaging for select high-volume parts.

AVAILABILITY OF REPLACEMENT PARTS

EMC is ISO-9001:2000 certified and has worldwide spare parts inventory and restocking programs in place to ensure availability of spare parts for EMC customers. The EMC Logistics organization, which is responsible for parts delivery, inventory, and replenishment, has a field availability rate over 98 percent and inventory control and management certification, Class A MRP. Accessible 24 hours a day, 365 days a year, EMC's spare parts tracking system monitors

availability of all parts in nearly 355 locations worldwide. Thus, if a part is required, the EMC Engineer can arrange to have the part delivered so that it will be at the customer site upon arrival.

Spare parts are stored in secured areas regionally in locations local to the customer. All essential parts that could potentially cause performance problems are stored locally. This ensures the most expeditious response time for EMC customers. In the unlikely event that a component is not available at a local location, EMC employs the services of expedited couriers on a global basis, which are used to retrieve components from alternative stocking locations.

> CORPORATE – detail if company has in place regarding sell/procurement of refurbished/remanufactured products.

EMC maintains a product take-back program whereby it recycles and re-uses customer returns or end-of-life products. Parts and materials are re-used and/or refurbished, and the remaining materials are managed by licensed recycling firms. EMC maintains a strict process for hiring recycling facilities, to be sure they have the appropriate licenses and authorizations and that they conduct themselves in an environmentally sound manner. Note that refurbished products must follow the same intensive quality control and inspection process, assuring product reliability.

EMC has numerous processes to assure electronic waste is properly managed and disposed of in accordance with Federal, State, International and National local laws and in an environmentally conscious manner.

EMC works with licensed Information Technology Asset Disposition (ITAD) providers and recyclers to assure maximum reclamation of raw materials, asset protection and data security throughout the recycle lifecycle while deriving maximum value and lowering demand for new materials whenever possible.

c. Environmental certifications. Describe how certifications/registrations are identified on the website; as well as labels on equipment and/or packing list.

FULL MATERIAL DISCLOSURE

EMC's Full Material Disclosure (FMD) database catalogs the substances used in EMC products. This database enables us to quickly and easily identify the presence of substances—when there are new regulations regarding their use—and to respond more rapidly to those requirements. It also helps with identifying where "conflict minerals" (tin, tantalum, tungsten, and gold) are used in our products so that we can trace their source. To gather this information, we ask suppliers to identify materials used in every part of EMC products by CAS number (a unique identifier for chemical substances).

Compiling this database is complex due to the vast number of parts in our hardware products, the constant evolution of our product portfolio, and the maturity level of each supplier's ability to report FMD. We continue to gather this information from our suppliers, adding data for our new products and backfilling data from our older product releases.

EMC is in compliance with applicable environmental regulations worldwide including EU RoHS, REACH, Packaging Directive WEEE, and China RoHS, and meets registration and labeling requirements. As an enterprise storage company, EMC is not currently within scope of

environmental certification programs such as Energy Star. EMC is working closely with the EPA and industry organizations such as The Green Grid and the Storage Network Industry Association (SNIA) toward the definition and development of a storage-oriented Energy Star specification. *Note*: That specification was finalized at the end of August 2013, and will go into effect beginning December 2, 2013. No products are able to be identified as certified prior to that date.

Figure 3.   Example of Environmental Certification Labeling
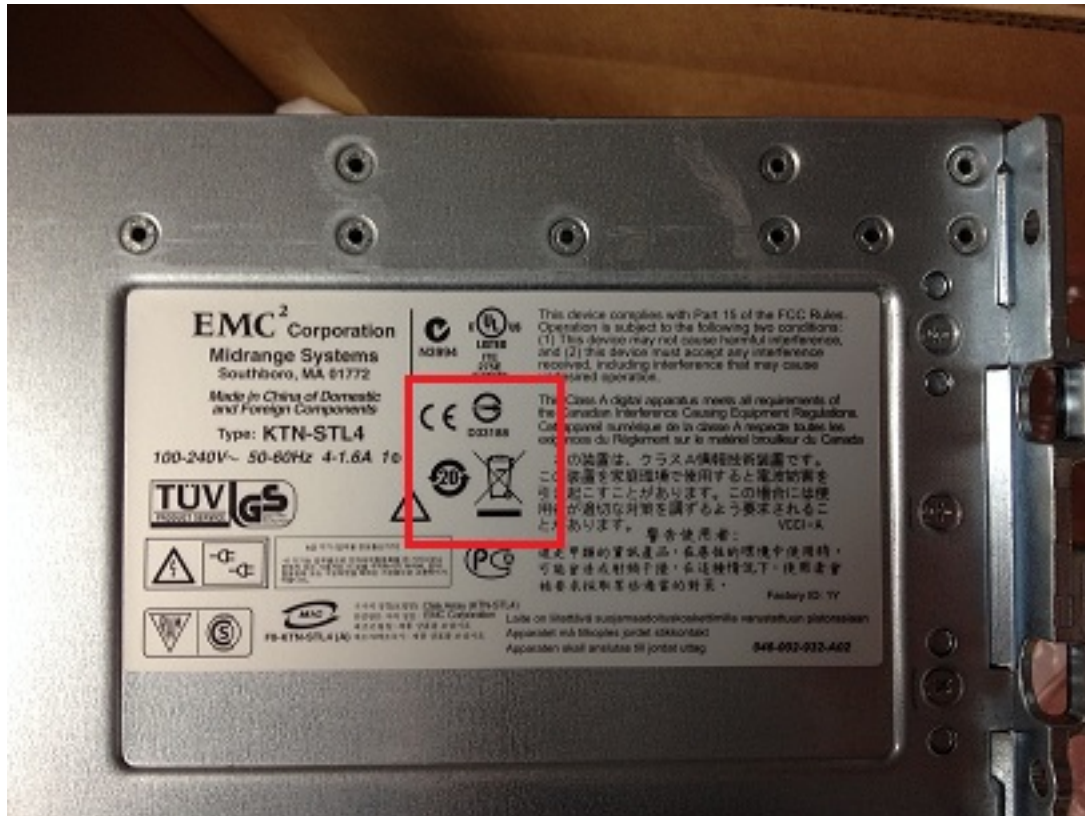
In the above Figure, the red highlight indicates the CE mark that is linked to EU RoHS, and the crossed-out wheelie bin that meets the product labeling requirement for EU WEEE.

Table Item B.2 – EPEAT Registration

Responder agrees that applicable products offered that have EPEAT Standards provided under the Master Agreements resulting from this RFP are to have achieved a minimum EPEAT Bronze registration.

EMC Response:

EMC agrees that applicable products offered have an EPEAT Standard; this Standard, however, does not apply (N/A) to EMC Storage Products, as the State has indicated in the B.2 Requirements Table.

Table Item B.3 – Total Cost of Ownership

Describe how customers company can provide users information to assist in evaluating the Total Cost of Ownership in utilizing products. E.g. equipment that runs more efficiently, with less supplies, etc.

EMC Response:

EMC recognizes the importance of these Total Cost of Ownership (TCO) and Return On Investment (ROI) tools to our customers, and in 2009 established a TCO Program Office whose responsibility is to develop TCO/ROI tools and support EMC Sales teams and partners by creating detailed TCO/ROI analyses.

The EMC advanced TCO/ROI analytic tools show our customers the advantages of implementing new EMC Storage solutions, by comparing the costs of implementing the new EMC solutions vs. maintaining customers' existing environment for the next 3-5 years.

These tools cover various EMC product lines, such as EMC Storage (VMAX, VNX and Isilon), Backup and Recovery Systems (BRS), VPLEX, VCE and more.

With these TCO tools our sales teams can:

- Quantify: Allows the sales team to quantify the savings associated with implementing new EMC Storage solutions. The tools quantify the Operating (such as maintenance, power, floor space etc.) and Capital costs (HW/SW investments, PS etc.);
- Model: Provides modeling of various scenarios and timeframes;
- Simulate: Simulate growth for the next 3-5 years and its impact on the different costs
- Collaborate: Enables online collaboration between EMC teams and customers;
- Communicate: Produces professional business case and dashboard information that a customer could use to justify the deal internally to technical and financial stakeholders.

SAMPLE TCO ANALYSIS

Among the factors that may be considered during an EMC TCO analysis are:

- Maintenance
- Operating Energy
- Data Center Space
- Total Storage System Cost
- Management Costs

The two Figures that follow illustrate the use of a TCO tool for a hypothetical TCO analysis using the factors listed above.

Figure 4.   Sample TCO Comparison

Financial Metrics

Metric	Value
Capital Savings:	$123,761
Operating Savings:	$674,804
Average Total Savings per Year:	$159,713
Total Savings with Proposed Plan:	$798,565
Net Present Value (NPV):	$599,216
Return on Investment (ROI):	374%
Internal Rate of Return (IRR):	94%
Payback Period (Months):	14
Operating Cost Avoidance:	49%
Floor Space Savings:	$171,224
Power Savings:	$63,254
Current Average Cost per Usable TB:	$3,299
Proposed Average Cost per Usable TB:	$1,802
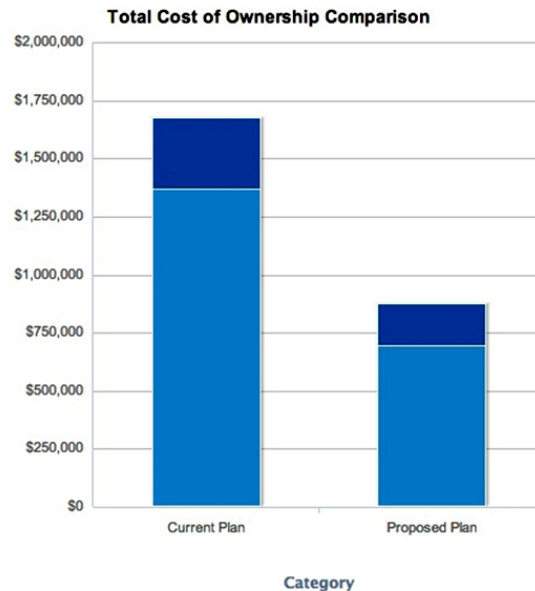
This chart illustrates the total cost difference between the Proposed Plan and the Current Plan over the timeframe of this analysis. In each stacked bar, the bottom sector represents capital costs, while the top sector represents operating costs.

Figure 5.   Sample TCO Comparison – Expenses/Savings
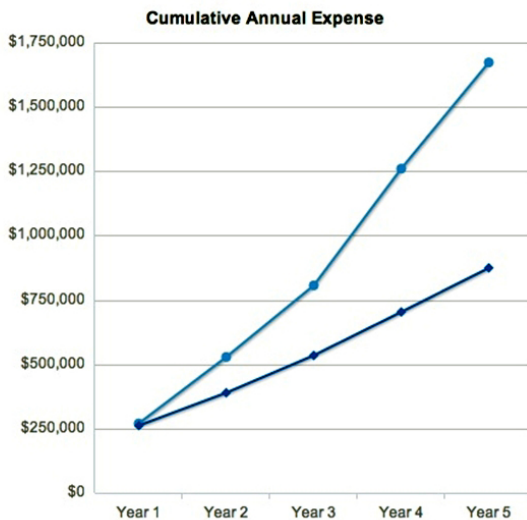
This chart illustrates the annual cost difference between the Proposed Plan and the Current Plan.
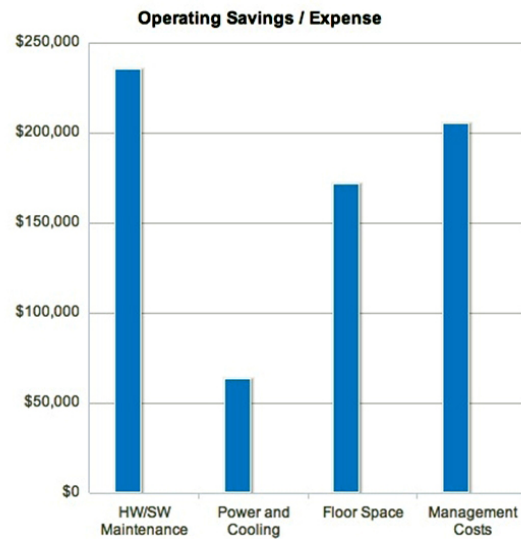
This chart illustrates key areas of operating savings or additional expense with the Proposed Plan using the Current Plan costs as a baseline. A bar above the x-axis represents a savings, while a bar below represents a net expense.

Table Item B.4 – Energy Star Compliant Products

Describe manufacturer commitment to EnergyStar Program.

EMC Response:

EMC has long been a strong advocate and participant in the creation and development of both public and ad-hoc standards efforts. To that end, EMC has been a significant contributor to the following initiatives focused on energy efficiency:

1. SNIA Power Efficiency Measurement Specification/SNIA Emerald™
2. EPA ENERGY STAR Specification for Storage Servers
3. The following Green Grid Technical Committee groups:
   a. Data Center Design Guide
   b. Data Center Metrics and Measurement
      i. Data Center Storage Efficiency task force of DCMM
   c. Data Center Maturity Model
   d. ENERGY STAR for Data Center Storage Task Force

As a member of Storage Networking Industry Association (SNIA™), EMC has been a significant contributor to the development of the SNIA Power Efficiency Measurement Specification. This Specification defines metrics and forms the basis for conducting energy efficiency measurements to be submitted to the SNIA Emerald™ program, a non-exclusionary and open repository for vendor product energy-efficiency information.

EMC continues to be a strongly active and willing participant in the development of the EPA's ENERGY STAR Specification for Storage Servers. That specification was finalized at the end of August 2013, and will go into effect beginning December 2, 2013. No products are able to be identified as certified prior to that date.

HIGH-EFFICIENCY POWER SUPPLIES

EMC's use of high-efficiency power supplies reduces total equipment power while simultaneously minimizing waste heat. Reductions in energy consumed by the IT equipment can yield significant savings in the facility cooling and power distribution infrastructure.

EMC was an early implementer of power supplies designed to meet or exceed the levels set by the 80 Plus® and Climate Savers Computing Initiative[SM] gold-level specifications. In addition, EMC equipment uses high-quality, low-voltage switching power converters to generate the low voltage levels required for today's high-performance processors, memory, and other integrated circuits. This attention to detail yields significant, measureable improvements in data center energy consumption.

ADAPTIVE COOLING

To maximize the lifetime of the hardware, each component must be monitored to ensure that certain temperatures are not exceeded. The amount of cooling required is a function of the ambient environment as well as various internal factors including configuration, workload, and fault status.

EMC's long standing adaptive cooling technology achieves significant power savings by monitoring the external environment as well as several internal factors. It adjusts the operation of the fans to minimize the power consumed by the system while maintaining reliability.

ENVIRONMENTAL MEASUREMENT TOOL

Data center operators are increasingly pressured to improve efficiency and reduce operational costs. EMC is committed to providing operators with the tools required to understand and address the operating costs of our equipment.

The Figure that follows shows EMC's Unisphere unified storage management platform. Unisphere fosters simplicity, flexibility, self help and automation – all key requirements for efficient management of the data center.

Figure 6.   EMC Unisphere – System View of Power and Temperature
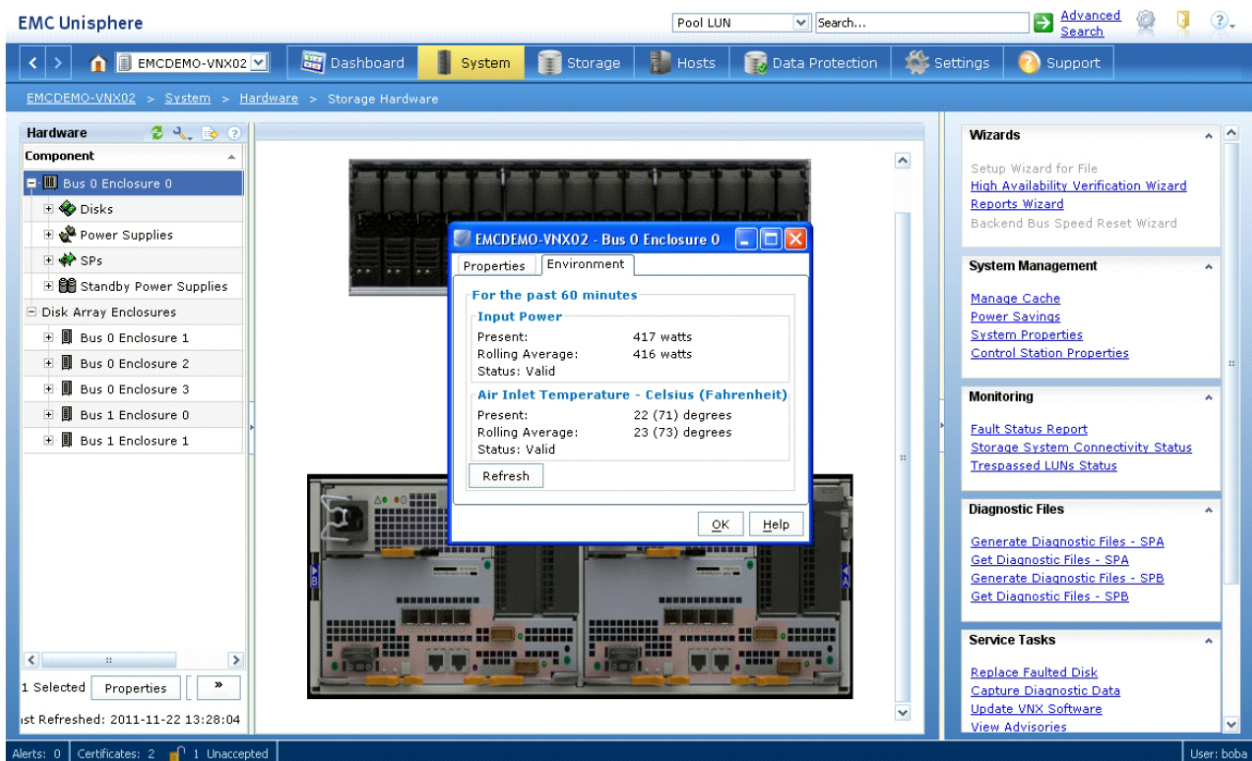
Each system element has an 'Environment' tab that can be queried to understand the current operating environment as well as how much power the particular element is dissipating. In addition, power dissipation information can be aggregated for an entire system.

POWER CALCULATOR

The EMC Power Calculator is an online utility that calculates power consumption and cooling requirements for specific configurations of EMC storage platforms. It also provides a summary report of operational cost, weight, sound levels, and floor space. The calculator has several ease-of-use features, such as the ability to save configurations and reports.

The Figure that follows provides an example system calculation and shows the breadth of available information.

Figure 7.   EMC Power Calculator

EMC OFFICE OF SUSTAINABILITY

EMC's Office of Sustainability works to integrate sustainability efforts within EMC. Through this approach, the Office and its champions inside the company focus on areas identified by our stakeholders as important to them and to EMC. Product energy efficiency is one area that our customers consistently ask for, and on which EMC is actively focused.

Energy efficiency makes sound financial sense. By increasing operational and manufacturing energy efficiency, cost savings and scope 3 greenhouse gas reductions can be realized and passed down to customers. Operational and manufacturing energy efficiencies continue to be an organizational priority. From process improvements to reduce the need of additional equipment

and power consumption, to system upgrades to increase efficiency, to shared best practices among manufacturing facilities, EMC continues to look at ways of reducing internal consumption.

EMC's Office of Sustainability in partnership with Engineering have completed full cradle to grave lifecycle assessments (LCAs). Results show that energy consumption during the product use phase far outweighs the other phases of manufacturing, sourcing, transport, operations, and so on. Through such analysis, engineering continues to define areas of approach on both component and system levels to help drive down energy consumption.

Supply chain efficiencies are viewed in the same light as operational and manufacturing efficiencies. By increasing supply chain efficiencies, reduced costs and emissions are realized and passed on to customers. EMC collaborates with our suppliers to drive sustainability into the supply chain network. Supplier sustainability agreements, emissions reporting, product design, sustainable packaging, and other means of engaging suppliers help to drive down consumption and increase lifecycle efficiency.

Product materials and end-of-life material reclamation are also investigated as a means to drive efficiencies. EMC has implemented practices related to product return, design for easy disassembly to increase reclamation of materials, recycling of materials for reclamation, and material reuse. All such practices result in less energy consumption and lower costs than building components from scratch. By employing these techniques, not only are they environmentally beneficial, but they reduce the cost and energy impact, driving further gains.

Finally, packaging engineering has programs in place to review packaging solutions currently employed and make improvements related to materials, reuse, and recyclability. Significant progress has been made on returnable and reusable packaging, resulting in cost, energy and greenhouse gas improvements. Moving forward, further reuse and recovery of packaging materials will continue to provide beneficial gains for cost as well as reclamation of materials from customer sites.

EMC continues to drive integrated sustainability across the company, and working with our internal colleagues, to drive positive change across the company, the supply chain, and the industry. Significant benefits are seen in adopting sustainability across the company, and energy efficiency will continue to be a primary focus of the company.

Table Item B.5 – Environmental Improvement Program

Describe Product environmental improvement program for products that have not yet received the applicable standards or certification. In addition, describe environmental efforts in each of the following areas: reduction/minimization/avoidance of the use of toxic and hazardous constituents (cadmium, chromium, mercury, and/or lead); compliance with international directives such as the European Union's WEEE Directive on reduction of chlorinated plastics (PVC) and brominated flame retardants.

EMC Response:

DESIGN FOR ENVIRONMENT

The EMC Design for Environment (DfE) program incorporates environmental considerations throughout product design. EMC engineers take what we have learned about the environmental impact of existing product designs and use that knowledge to implement best practices for ongoing design.

In addition, describe environmental efforts in each of the following areas: reduction/minimization/avoidance of the use of toxic and hazardous constituents (cadmium, chromium, mercury, and/or lead); compliance with international directives such as the European Union's WEEE Directive on reduction of chlorinated plastics (PVC) and brominated flame retardants.

IDENTIFYING ALTERNATIVES

To eliminate environmentally sensitive materials in our products, viable alternatives must be found. When we believe that a material may be of concern, we take a precautionary approach by exploring alternatives that are safer for ecological and human health. We prioritize the substances to assess, and then collaborate across the industry and academia to identify and qualify alternatives that meet the same or higher standards of reliability, cost-effectiveness, performance, and availability as the materials we currently use. We implement substitutes in new designs where feasible.

Halogen-Free

Flame retardants in IT products are essential for product functionality and human safety. Halogens are an ingredient in flame retardants commonly used in laminates for printed circuit boards (PCBs), but there are concerns about halogens' impact on the environment and human health. EMC has been working for several years to identify halogen-free substitutes that meet the rigorous technical requirements for our products.

Originally, EMC was the only customer for these halogen-free substitutes. Today, our suppliers report that there is significant interest from other companies. By driving this effort with our suppliers to identify these substitutes, EMC is not only helping our own business, but also the rest of the industry and the planet's ecosystem.

Phthalates

EMC participates in the U.S. Environmental Protection Agency (EPA) Partnership on Alternatives to Certain Phthalates, a project of their Design for Environment Program. This project has identified eight phthalates of high concern and a list of potential alternatives. We are currently working with our suppliers to evaluate these and other alternatives for use in our products. We are also members of the Green Chemistry and Commerce Council (GC3), which is conducting tests of alternative materials to determine human toxicity. In 2013, we intend to identify substitutes for those eight phthalates identified by the EPA, with the intent to implement changes in 2014.

WEEE DIRECTIVE

As has also been stated in our response to B.1.b/Materials, EMC does not use Chlorofluorocarbons (CFCs), Halons, Carbon tetrachloride or 1,1,1-Trichloroethane (Methyl Chloroform) in its manufacturing processes or products. Under the European WEEE Directive, EMC has a take-back program in which it collects end-of-life product and reuses and recycles that product where possible, and appropriately disposes of remaining materials. Relative to reducing chemical usage, EMC continually seeks to minimize the use of toxic elements through the exploration of alternative technologies such as lead-free solders, and by requesting our vendors and suppliers to use only environmentally safe materials.

In addition to our commitment to be compliant with existing and pending regulations, EMC's material sciences lab has worked diligently with the industry, with academia, and with our suppliers to identify or develop environmentally friendly alternatives for Polyvinyl Chlorides (PVCs) and Brominated Flame Retardants (BFRs) that will not compromise product performance, cost, or quality, and will not adversely affect the environment. Where applicable, these alternatives are being used in EMC products. In addition, EMC has signed a partnership agreement with the US Environmental Protection Agency (EPA) and its Climate Leaders Program, which focuses on the reduction of greenhouse gas emissions caused by CFCs and other sources. Returned end-of-life product that is designated as scrap is managed on EMC's behalf by licensed, authorized treatment facilities.

SECTION 3 C. RESPONSE REQUIREMENTS: ENVIRONMENTAL

Confirm the responder meets, understands and will comply with the requirement by checking YES. Mandatory Requirements are indicated with "M" need to be checked yes. Describe FULLY and provide detail how the proposal satisfies each item.

Table C Indicating Compliance

C	RESPONSE REQUIREMENTS: QUALIFICATIONS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
1	**COMPANY HISTORY.** Responders must provide a brief history and description of their company detailing how they will support this Master Agreement: **Facilities.** Responders must indicate number and location of manufacturing plants, distribution outlets, and support centers, as appropriate. Provide information on facility production volume in Calendar Year 2012. Please indicate which facilities have been ISO 14001 certified. **Personnel.** Responders must include a map or other documentation that indicates by state the number and type of sales, support personnel, or other resources that are employed to service purchase orders and/or equipment for non-federal governmental customers. **Organization.** Responders must include an organization chart and a thorough narrative describing how the Master Agreement will be supported from senior management down to field technicians including the use of any wholly owned subsidiaries or subcontractors.	M	YES ☒ NO ☐
2	**CONTRACT VENDOR RESPONSIBILITY.** Contract Vendors shall be responsible for successful performance of the Master Agreement and also for the successful performance of any and all of their partners. The Contract Vendor is to be the sole point of contact as applicable by Master Agreement with regard to contractual matters, payment of any and all charges resulting from the purchase of the equipment and maintenance of the equipment for the term of the Master Agreement unless otherwise specified by a Participating State in a Participating Addendum and/or the Master Agreement. The Contract Vendor must be able to receive, process, and invoice orders unless the Participating State has	M	YES ☒ NO ☐

C	RESPONSE REQUIREMENTS: QUALIFICATIONS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	agreed to assign these functions to a partner. The Contract Vendors will be responsible for compliance with requirements under the Master Agreement, even if requirements are delegated to partners. The Contract Vendors and partners must not in any way represent themselves in the name of the Lead State, WSCA-NASPO or Participating States.		
3	**PARTNER UTILIZATION.** If utilizing partners, the Contract Vendor is responsible for the partners providing products and services, as well as warranty service and maintenance for equipment the partner provides. Each state represented by WSCA-NASPO that chooses to participate in this Master Agreement independently has the option of utilizing partners. Only partners approved by the Participating State may be deployed. The participating State will define the process to add and remove partners in their participating addendum. If partners are proposed, describe: • process to qualify partners and sales personnel to represent the product. • business relationship between partners and the manufacturer and services to be performed; for example, if partners will only be used for assistance in locating products/services; or if partners will be used to accept orders and payments (with the agreement of the Participating State). • how partners are certified • how partners are contractually bound to the Master Agreement terms and conditions; and • how partner sales will be accurately tracked and reported. • Remedy plan if the partner or sales personnel are not in compliance.		YES ☒ NO ☐
4	**EQUIPMENT AND SERVICES OVERVIEW.** Describe ability to provide computer equipment and the services related to supporting the equipment. Include an overview of how the equipment is delivered and serviced. Thoroughly describe offerings and the ability to provide these services (not all services may be applicable to each band): • Warranty - Break Fix – Non-Warranty		YES ☒ NO ☐

C	RESPONSE REQUIREMENTS: QUALIFICATIONS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	• Standard non customized Training • Installation/de-installation • Support • Migration • Asset Tagging • Staging/Deployment • Image loading • Image Consulting • System and Server Configuration • Rack and Stack Configuration • Maintenance • Custom service solutions • Asset Management • Recycling/disposal • Training and Certification • Other services available as allowed in the solicitation	M	
5	**REFERENCES.** Submit five (5) examples of current or previous states or other larger governmental entities and/or large educational institutions that have or are currently receiving similar products and services to those proposed by the Responder for this solicitation. List any contracts where the responder has been awarded a statewide price agreement for computer equipment by a central purchasing authority. These must be for Contracts that have been in place during the past three years. The information required in response to this specification should include the name and telephone number of the Contract Administrator, the dollar value of the Contract, plus the effective dates of the contract(s). The State reserves the right to contact these entities.	M	YES ☒ NO ☐
6	**CUSTOMER SATISFACTION.** Describe success in customer satisfaction. This could include current customer satisfaction statistics or survey results concerning the quality of the Products and services offered.		YES ☒ NO ☐

Table Item C.1 – Company History

Responders must provide a brief history and description of their company detailing how they will support this Master Agreement:

> Facilities. Responders must indicate number and location of manufacturing plants, distribution outlets, and support centers, as appropriate. Provide information on facility production volume in Calendar Year 2012. Please indicate which facilities have been ISO 14001 certified.

> Personnel. Responders must include a map or other documentation that indicates by state the number and type of sales, support personnel, or other resources that are employed to service purchase orders and/or equipment for non-federal governmental customers.

> Organization. Responders must include an organization chart and a thorough narrative describing how the Master Agreement will be supported from senior management down to field technicians including the use of any wholly owned subsidiaries or subcontractors.

EMC Response:

Responders must provide a brief history and description of their company detailing how they will support this Master Agreement:

EMC Corporation was founded in Newton, Massachusetts, in 1979 by Dick Egan and Roger Marino. Initially, they sold other vendors' IT products. They soon shifted to developing memory upgrades for minicomputers, and later, for IBM systems. By the late 1980s, EMC sold advanced storage subsystems for minicomputers and solid-state mainframe storage. In 1986 EMC went public on NASDAQ. In March 1988, after eight years of profitability, EMC's stock began trading on the New York Stock Exchange.

Today, EMC is a global leader in enabling businesses and service providers to transform operations and deliver IT as a Service. EMC is focused on helping our customers lead in three of the most important areas of IT investment:

- Big Data: Leveraging vast quantities of data to make smarter decisions and solve complex problems
- Trusted IT: Protecting and securing information to ensure that IT is trusted
- Cloud: Improving agility and reducing IT costs through the adoption of cloud computing and IT transformation initiatives

EMC's strong 2012 financial results were driven by our consistent strategy and execution, our solid operational and financial model, and our leading-edge products, solutions, and services.

As of December 31, 2012, EMC ranked 139 in the Fortune 500 and reported revenues of $21.7 billion, the largest revenue year in EMC's 33-year history. Our differentiated value stems from sustained and substantial investment in research and development which totaled $15.3 billion from 2003 to 2012, with $2.6 billion invested in 2012 alone. To strengthen our core business and expand to new areas, we have also invested $14.1 billion in acquisitions over the same period, including the acquisition and integration of 62 growth-oriented technology companies since 2006.

EMC's success is delivered through our technical experts around the world; the industry's broadest portfolio of systems, software, and services; our ability to create integrated solutions; and a commitment to delivering the best Total Customer Experience. In 2012, we received The

Temkin Group's Customer Experience Excellence Award for our TCE program and our Customer Service Support program, demonstrating our commitment to driving improvement through customer feedback.

Our headquarters is located in Hopkinton, Massachusetts, and we are represented by approximately 400 sales and corporate offices and partners in 86 countries around the world. We employed more than 60,000 people worldwide at the end of 2012.

EMC IN THE PUBLIC SECTOR

EMC has extensive experience in supporting the needs of the US Government and State and Local governments ("Public Sector"). Recognizing the specific needs of the Public Sector, EMC established a Public Sector Division to provide sales, technical, contracts and legal support. The support team will support the WSCA NASPO contract throughout the life of the contract.

EMC's State, Local, Education (SLED) group established a dedicated staff that specifically is trained in WSCA-NASPO transactions. The SLED team is responsible for the success of the current EMC WSCA-NASPO B27161 contract and will continue to be responsible for the new contract.

EMC has the products and services to help state and local governments manage their growing volumes of information. We combine best-in-class platforms, software, and services into information infrastructure solutions to help governments maximize the value of their information assets, improve service levels, lower costs, and react quickly to change.

> Facilities. Responders must indicate number and location of manufacturing plants, distribution outlets, and support centers, as appropriate. Provide information on facility production volume in Calendar Year 2012. Please indicate which facilities have been ISO 14001 certified.

EMC works closely with a global network of technology, outsourcing, systems integration, service, and distribution partners. We operate R&D centers in Brazil, China, France, Ireland, India, Israel, the Netherlands, Russia, and the United States. Our systems are manufactured at EMC's and contract manufacturers' facilities in the United States, Brazil, China, Hungary, and Ireland.

The EMC manufacturing plants are:

1. Apex, North Carolina

The Apex, North Carolina manufacturing facility makes EMC's mid-tier storage products and fulfills sales orders.

2. Franklin, Massachusetts

The Franklin, Massachusetts manufacturing facility makes EMC's Symmetrix and VMAX line of storage products. Additionally, this facility also includes a shipping and warehouse unit.

3. Cork, Ireland

The 560,000-square-foot Cork plant with approximately 700 employees and contractors makes an expanded line up of products, including VNX, VNXe, Avamar, Atmos, and some Data Domain components. As of 2010, Manufacturing is just one of 26 business units that make up the newly-established Ireland COE that has a substantial role in EMC's international operations.

In 2011, the Sustainable Energy Authority of Ireland (SEAI) awarded the Ireland COE with the Major User Energy Efficiency Award for its Free Fresh Air program that reduced total annual electricity consumption by 10 percent in 2011this project.

The following Figure shows the location of key EMC worldwide facilities, including manufacturing, fulfillment and support centers.

Figure 8.   Map of EMC Worldwide Facilities

We are committed to reducing and eliminating the use of hazardous materials in our operations wherever possible. We do not use any Ozone-Depleting Chemicals (ODCs) in the manufacturing of our products, and our manufacturing operations generate only small quantities of hazardous waste (as defined by the U.S. and Ireland Environmental Protection Agencies). In addition:

- The Apex, North Carolina, manufacturing facility is a Conditionally Exempt Small Quantity Generator (CESQG) of hazardous waste and a Small Quantity Handler (SQH) of universal waste. As a CESQG, the Apex facility generates less than 0.1 metric ton of hazardous waste in any calendar month.
- The Franklin, Massachusetts, manufacturing facility is registered as a Small Quantity Generator (SQG) of hazardous waste and waste oil, and is considered an SQH of universal waste. As an SQG, the Franklin facility generates less than 1 metric ton of hazardous waste in any calendar month.
- As SQHs, the Apex and Franklin facilities accumulate less than 5 metric tons of universal waste onsite at any time.

As of December 31, 2012, we owned or leased the facilities described below:

Table 3.   EMC Global Facilities Statistics

Location	Approximate Sq. Ft.*	Principal Use(s)	Principal Segment(s)
Hopkinton, MA	Owned:1,681,000	- Executive and administrative offices - R&D - Customer service - Sales and marketing	- Information Storage - Information Intelligence Group
Franklin, MA	Owned: 922,000 Leased: 288,000	Manufacturing	Information Storage
Bedford, MA	Leased: 328,000	- R&D - Customer service - Sales - Administrative offices - Marketing	RSA Security Information
Apex, NC	Owned: 390,000	Manufacturing	Information Storage
Palo Alto, CA	Owned: 1,458,000	- Executive and administrative offices - R&D, sales - Marketing - Data center	VMware Virtual Infrastructure
Other North American Locations	Owned: 1,215,000 Leased: 4,451,000	- Executive and administrative offices - Sales - Customer service - R&D - Data center - Marketing	**
Asia Pacific	Leased: 2,638,000	- Sales - Marketing - Customer service - R&D - Data center - Administrative offices	**
Cork, Ireland	Owned: 588,000 Leased: 136,000	- Manufacturing - Customer service - R&D - Administrative offices	**

Location	Approximate Sq. Ft.*	Principal Use(s)	Principal Segment(s)
		• Sales • Marketing	
Europe, Middle East and Africa (excluding Cork, Ireland)	Owned: 35,000 Leased: 1,593,000	• Sales • Manufacturing • Customer service • R&D • Data center • Marketing • Administrative offices	**
Latin America	Leased: 179,000	• Sales • Customer service • Marketing	**

* Of the total square feet owned and leased, approximately 364,000 square feet was vacant, approximately 112,000 square feet was leased or subleased to non-EMC businesses and approximately 1,016,000 square feet were under construction for various VMware projects.

** All segments of our business generally utilize these facilities.

We also own land in Massachusetts and Ireland for possible future expansion purposes. We believe our existing facilities are suitable and adequate for our present purposes.

Distribution Channels

We market our products through direct sales and through multiple distribution channels. We have a direct sales presence throughout North America, Latin America, Europe, the Middle East, South Africa and the Asia Pacific region. We also have agreements in place with many distributors, systems integrators, resellers, and original equipment manufacturers ("OEMs"). These agreements, subject to certain terms and conditions, enable these companies to market and resell certain EMC systems, software and related services.

In 2012, EMC had a record number of active selling partners contributing revenue to EMC, with balanced performance across all partner sizes, types and maturities. This success can be attributed to having a combination of a broad product portfolio and a program that rewards partners who are trained to effectively position, sell and service EMC products. We announced new initiatives and products to enable our worldwide network of channel partners to accelerate their customers' journey to Cloud Computing. In April, we announced EMC VSPEX Proven Infrastructure - a reference architecture that includes EMC's award-winning storage systems and next-generation backup products, along with best-of-breed virtualization, server and network technology from EMC alliance partners Brocade, Cisco, Citrix, Intel, Microsoft and VMware. In 2012, partners sold more than 1,300 VSPEX systems. EMC also began enabling EMC distributors worldwide with the skills and resources required to assemble multi-vendor solutions that feature EMC's award-winning unified storage systems and next-generation backup solutions. Distributors worldwide are provided with the technical training, proven methodologies and the

backing of EMC's Global Services organization so they may assemble EMC VSPEX Proven Infrastructure and other EMC solutions for their reseller partners.

FACILITY PRODUCTION VOLUME IN CALENDAR YEAR 2012

To respond to this requirement, the following information represents the Results of Operations across our business segments as well as geographically, showing production volume in terms of revenue. This information is contained in the EMC Annual Report (Form 10K) for the year ending December 31, 2012.

Note: All dollar amounts expressed numerically in millions. Certain amounts may not add up due to rounding.

Table 4.   EMC Revenue by Our Segments

	2012*
Information Storage	$15,589.4
Information Intelligence Group	$640.2
RSA Information Security	$888.7
VMware Virtual Infrastructure	$4,595.6
TOTAL REVENUES	$21,713.9

Table 5.   EMC Consolidated Revenue by Geography

	2012*
United States	$11,510.2
Europe, Middle East and Africa	$5,908.2
Asia Pacific	$3,016.5
Latin America, Mexico and Canada	$1,279.0
TOTAL REVENUES	$21,713.9

ISO CERTIFICATIONS – MANUFACTURING AND QUALITY

We conduct operations utilizing a formal, documented quality management system to ensure that our products as well as services satisfy customer needs and expectations. The quality management system also provides the framework for continual improvement of our processes and products. This system is certified to the ISO 9001 International Standard. Several additional ISO 9001 certifications are maintained for sales and service operations worldwide. We have also implemented Lean Six Sigma methodologies to ensure that the quality of our designs, manufacturing, test processes and supplier relationships are continually improved. Our storage systems' manufacturing and test facilities in Massachusetts, North Carolina and Ireland are certified to the ISO 14001 International Standard for environmental management systems. EMC's Franklin, Massachusetts, Apex, North Carolina and Cork, Ireland manufacturing facilities have achieved OHSAS 18001 certification, an international standard for facilities with world-class safety and health management systems. We also maintain Support Center Practices certification for our primary customer support centers. These internationally-recognized

endorsements of ongoing quality and environmental management are among the highest levels of certifications available.

We maintain a robust Supplier Code of Conduct, actively manage recycling processes for our returned products, have won an Environmental Steward Award and are also certified by the Environmental Protection Agency as a Smartway Transport Partner.

Our hardware products are assembled and tested primarily at our facilities in the United States and Ireland or at global manufacturing service suppliers. We work closely with our suppliers to design, assemble and test product components in accordance with production standards and quality controls established by us. Our software products are designed, developed and tested primarily at our facilities in the United States and abroad. The products are tested to meet our quality standards.

> Personnel. Responders must include a map or other documentation that indicates by state the number and type of sales, support personnel, or other resources that are employed to service purchase orders and/or equipment for non-federal governmental customers.

The table below indicates the breakdown of EMC sales and support staff, per state, allocated to this contract. In states where the table indicates no or few personnel, EMC in fact has more than adequate sales and support personnel to cover the customer base. Although these sales and support personnel are not specifically dedicated to the SLED team, they can provide direct sales efforts and support (e.g., inside sales, technical, customer) in these states when needed.

Table 6.   EMC Sales and Support Staff by State

State	Breakdown of SLED Sales-Focused Staff	Breakdown of SLED Support-Focused Staff	Total SLED Staff
Alabama (AL)	8	1	9
Arizona (AZ)	25	2	27
Arkansas (AR)	4	0	4
California (CA)	111	14	125
Colorado (CO)	41	1	42
Connecticut (CT)	31	1	32
Florida (FL)	48	10	58
Georgia (GA)	42	5	47
Idaho (ID)	3	0	3
Illinois (IL)	77	5	82
Indiana (IN)	18	0	18
Iowa (IA)	7	0	7
Kansas (KS)	18	1	19
Kentucky (KY)	10	0	10
Louisiana (LA)	4	0	4
Maryland (MD)	29	1	30
Massachusetts (MA)	466	259	725
Michigan (MI)	39	2	41

State	Breakdown of SLED Sales-Focused Staff	Breakdown of SLED Support-Focused Staff	Total SLED Staff
Minnesota (MN)	28	2	30
Missouri (MO)	13	1	14
Nebraska (NE)	5	0	5
Nevada (NV)	3	5	8
New Hampshire (NH)	7	2	9
New Jersey (NJ)	63	3	66
New York (NY)	103	7	110
North Carolina (NC)	57	4	61
Ohio (OH)	45	2	47
Oklahoma (OK)	8	0	8
Oregon (OR)	7	0	7
Pennsylvania (PA)	62	2	64
South Carolina (SC)	4	7	11
Tennessee (TN)	24	11	35
Texas (TX)	125	11	136
Utah (UT)	5	0	5
Virginia (VA)	124	8	132
Washington (WA)	29	1	30
Wisconsin (WI)	17	0	17

We are also providing in the Figure below a map that indicates the total number of dedicated staff per state.

Figure 9.   Map of EMC SLED Staff in US
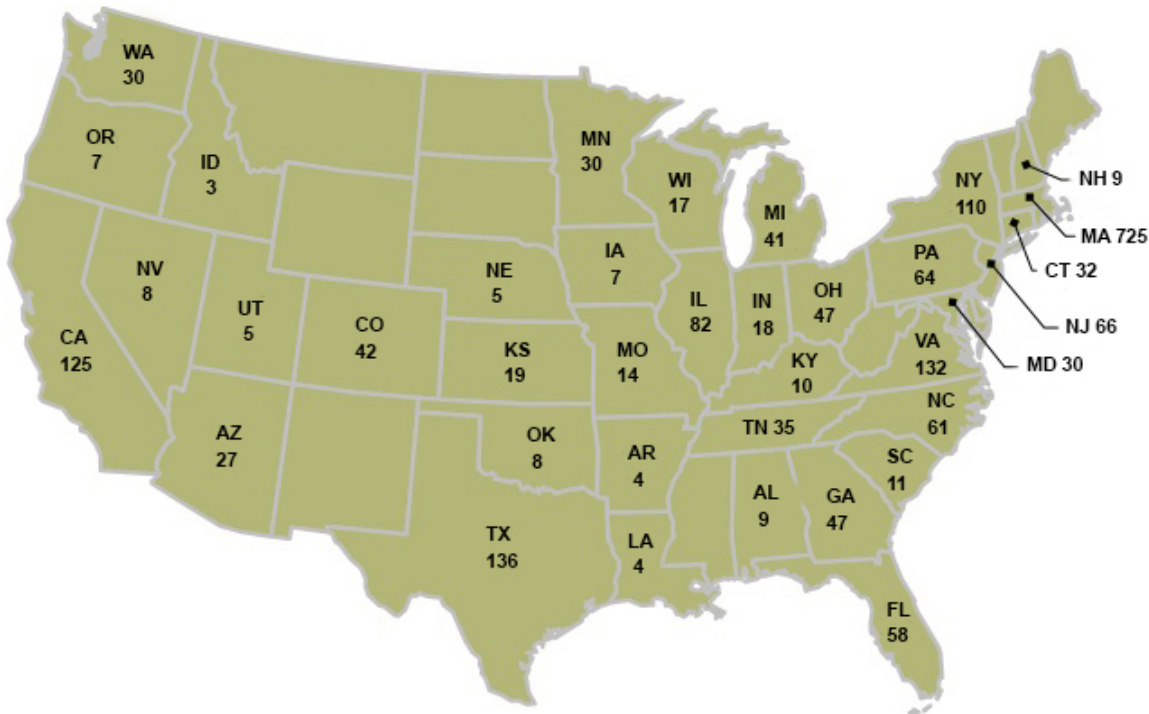
Organization. Responders must include an organization chart and a thorough narrative describing how the Master Agreement will be supported from senior management down to field technicians including the use of any wholly owned subsidiaries or subcontractors.

EMC has developed a comprehensive organization to support the requirements of the WSCA-NASPO contract. The Figure on the following page provides a top-down organization chart. At the top of the organization is Greg Ambulos, EMC's Senior Vice President for Global Channel Sales. Mr. Ambulos is the key executive funding and promoting the EMC WSCA-NASPO efforts. Reporting to Mr. Ambulos is Jennifer Axt, the General Manager for EMC's State & Local Government and Education Division. Mrs. Axt is 100% dedicated to all SLED strategic direction and it is under her guidance that the WSCA-NASPO efforts are managed and directed. Reporting to Mrs. Axt is Pam Kunhart, Strategic Contracts Program Office (SCPO) Manager. Ms. Kunhart directs all efforts to secure the WSCA-NASPO contract and engages all EMC Corporate resources as necessary to secure and manage the WSCA-NASPO contract. Ms. Kunhart manages the EMC SLED Strategic Contracts Program Office (see our response to *Table Item D.3 – Contracting Personnel*), which includes a dedicated WSCA-NASPO Contracts Manager whose primary responsibilities are to ensure WSCA-NASPO contract's compliance at all times. Assisting the WSCA-NASPO Contracts Manager is a dedicated WSCA-NASPO Administration Manager, tracking all orders, organizing any ad hoc report requests, and filing all required reports.

Figure 10.   EMC SLED Senior Management Organization
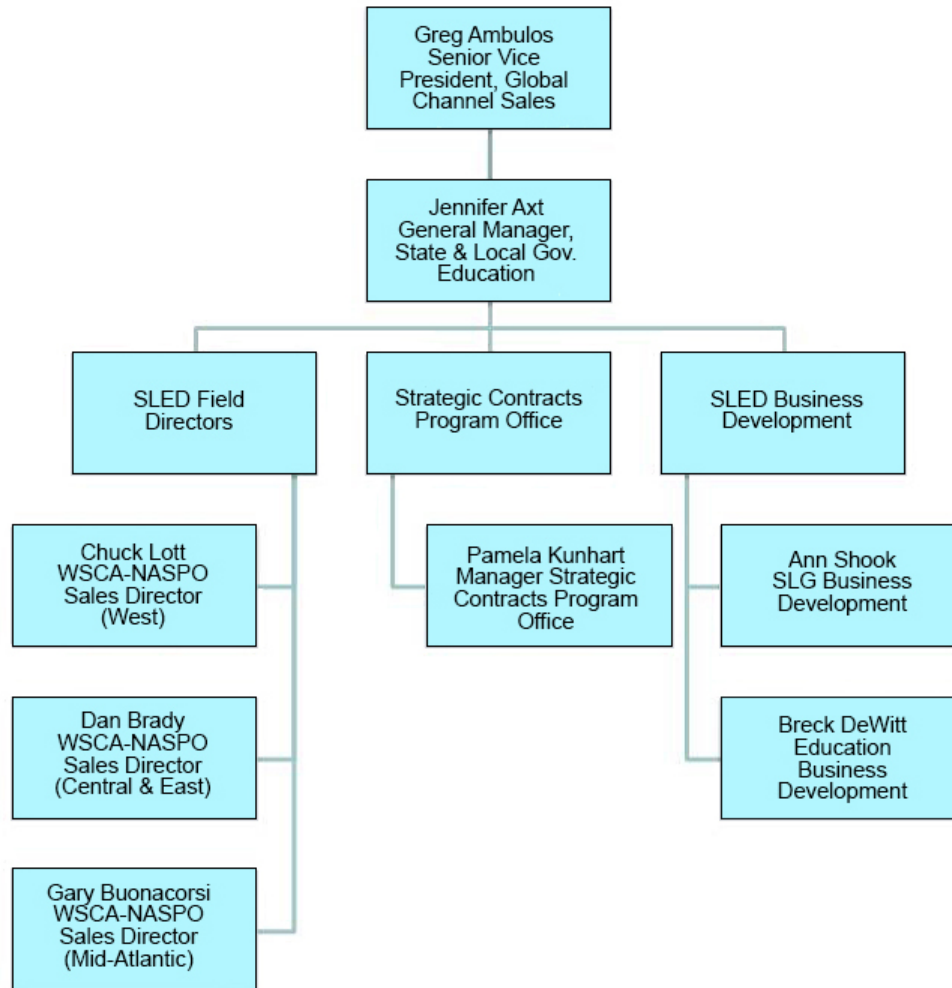
In addition to contracts and program management responsibilities, EMC has designated WSCA-NASPO Sales Directors, organized into three geographic areas that mirror EMC's Sales Division organization. These specialized Sales Directors are responsible for interfacing with the EMC field sales organization directly to assist in understanding and driving SLED sales through the EMC WSCA-NASPO contract. These Sales Directors also engage and manage our regional and national VARs that have been qualified and certified by EMC to utilize the EMC WSCA-NASPO contract. This geographic relationship allows direct interface to the gamut of sales professionals promoting and utilizing the EMC WSCA-NASPO contract.

EMC also invests in Business Development Market Experts. They are responsible for guiding, enabling, and training EMC VARs in solution implementations and procurement processes. They specialize by segment, and are knowledgeable in market trends, contracts, and regulations. EMC

selects its segment market makers very carefully. Each has ascended to the top of his or her field in Public Sector and/or High Tech with more than 20 years of professional experience. They support all 50 States. They are available for phone, web, or in-person consultations. When not with WSCA VARs, you'll find our EMC market specialists speaking at industry conferences or sharing their expertise on the NASPO Community site. http://community.naspo.org/home.

Table Item C.2 – Contract Vendor Responsibility

Contract Vendors shall be responsible for successful performance of the Master Agreement and also for the successful performance of any and all of their partners.

The Contract Vendor is to be the sole point of contact as applicable by Master Agreement with regard to contractual matters, payment of any and all charges resulting from the purchase of the equipment and maintenance of the equipment for the term of the Master Agreement unless otherwise specified by a Participating State in a Participating Addendum and/or the Master Agreement.

The Contract Vendor must be able to receive, process, and invoice orders unless the Participating State has agreed to assign these functions to a partner. The Contract Vendors will be responsible for compliance with requirements under the Master Agreement, even if requirements are delegated to partners. The Contract Vendors and partners must not in any way represent themselves in the name of the Lead State, WSCA-NASPO or Participating States.

EMC Response:

Contract Vendors shall be responsible for successful performance of the Master Agreement and also for the successful performance of any and all of their partners.

EMC agrees to this requirement and fully accepts the responsibility for the successful performance of the Master Agreement and also for the successful performance of any and all VARs.

The Contract Vendor is to be the sole point of contact as applicable by Master Agreement with regard to contractual matters, payment of any and all charges resulting from the purchase of the equipment and maintenance of the equipment for the term of the Master Agreement unless otherwise specified by a Participating State in a Participating Addendum and/or the Master Agreement.

EMC agrees to this requirement and fully accepts the responsibility of being the sole point of contact as applicable by Master Agreement with regard to contractual matters, payment of any and all charges resulting from the purchase of the equipment and maintenance of the equipment for the term of the Master Agreement unless otherwise specified by a Participating Entity in a Participating Addendum and/or the Master Agreement.

The Contract Vendor must be able to receive, process, and invoice orders unless the Participating State has agreed to assign these functions to a partner.

EMC agrees to this requirement and fully accepts the responsibility of being able to receive, process, and invoice orders unless the Participating Entity has agreed to assign these functions to a VAR.

The Contract Vendors will be responsible for compliance with requirements under the Master Agreement, even if requirements are delegated to partners.

EMC agrees to this requirement and fully accepts the responsibility the responsibility for compliance with requirements under the Master Agreement, even if requirements are delegated to VARs.

The Contract Vendors and partners must not in any way represent themselves in the name of the Lead State, WSCA-NASPO or Participating States.

EMC nor its VARs will in any way represent themselves in the name of the Lead State, WSCA-NASPO or Participating Entities.

Table Item C.3 – Partner Utilization

If utilizing partners, the Contract Vendor is responsible for the partners providing products and services, as well as warranty service and maintenance for equipment the partner provides.

Each state represented by WSCA-NASPO that chooses to participate in this Master Agreement independently has the option of utilizing partners. Only partners approved by the Participating State may be deployed. The participating State will define the process to add and remove partners in their participating addendum.

If partners are proposed, describe:

- process to qualify partners and sales personnel to represent the product.
- business relationship between partners and the manufacturer and services to be performed; for example, if partners will only be used for assistance in locating products/services; or if partners will be used to accept orders and payments (with the agreement of the Participating State).
- how partners are certified
- how partners are contractually bound to the Master Agreement terms and conditions; and
- how partner sales will be accurately tracked and reported.
- Remedy plan if the partner or sales personnel are not in compliance.

EMC Response:

PARTNER UTILIZATION. If utilizing partners, the Contract Vendor is responsible for the partners providing products and services, as well as warranty service and maintenance for equipment the partner provides.

Each state represented by WSCA-NASPO that chooses to participate in this Master Agreement independently has the option of utilizing partners. Only partners approved by the Participating State may be deployed. The participating State will define the process to add and remove partners in their participating addendum.

If partners are proposed, describe:

- process to qualify partners and sales personnel to represent the product.

EMC utilizes two extensive programs to qualify and manage VARs. The Business Partner Program is an award-winning, competency-building program for resellers of EMC tiered-structured technology and service offerings. The program provides incremental rewards and benefits as the VAR achieves higher levels of proficiency. When VARs successfully use the program, they are well-equipped to stay on the cutting edge of emerging technologies, ultimately enabling them to address customers' technology needs. In addition to the EMC corporate Business Partner Program, the SLED VAR Program exists to on-board, manage and assist VARs who specialize in working with public entities. On-boarding activities include requiring the following:

- Dedicated SLED Sales Teams
- Experienced SLED Systems Engineers with EMC Product Enterprise Certifications
- SLED back office support and experience (contract, reporting, operations)
- A SLED Business Plan
- Utilization of a distributor who specializes in Public Sector support and solutions

When a VAR uses all of the tools EMC offers to ensure their success, it is rare that corrective action is needed. In the event it is, a full team of specialists (SLED Field Directors, SLED National Channel Managers, and Strategic Contracts Program Office) along with Distributor teams assist to enable a VARs' ability to correct any activity that may be in question.

EMC reviews all authorized VARs' performance on a quarterly basis. They are evaluated by total sales produced on the contract and overall contract compliance. A VAR is de-authorized to do business under our contract should they fail to follow compliance requirements or have a long history of not producing sales on the contract.

An example of our current list of WSCA-NASPO VARs can be found at: http://www.emc.com/emcwsca/index.htm. VARs are listed by state on each EMC WSCA-NASPO Participating Addendum page.

- business relationship between partners and the manufacturer and services to be performed; for example, if partners will only be used for assistance in locating products/services; or if partners will be used to accept orders and payments (with the agreement of the Participating State).

EMC has established a select group of authorized VARs to provide marketing support and other services on behalf of EMC. VARs are utilized to achieve broader coverage to better ensure Participating Entities needs are met. VARs employ sales staff that can assist customers in pre-sales and post-sales support. All VARs enter into Value Added Reseller Agreement with EMC that require them to be bound by the terms and conditions of the WSCA-NASPO contract and Participating Addendum. In addition to providing marketing support, VARs may also perform the following to the degree allowed under the Participating Addendum:

- Purchase Order Receipt – If the Ordering Entity has been working directly with one of the EMC Resellers they will place the order directly with the Reseller. The Reseller is responsible for any order confirmation or other follow-up to ensure the needs of the customer are met.
- Purchase Order Processing – Orders issued directly to the VAR are processed through the Reseller.
- Purchase Order Shipment – Title for hardware and the media for software is transferred to the VAR to allow the partner to transfer title to the Ordering Entity. Shipments may be made directly from the VAR or drop shipped directly from EMC or one of its distributors.
- Invoicing – The invoices are generated and issued by the VAR.
- Receipt of Payment – Payment for orders issued to the VAR is made directly to the VAR.
- Maintenance/Warranty Services – In accordance with the WSCA/NASPO EMC Master Agreement, the VAR will pass through EMC's warranty and maintenance offerings.

- Customer Support – The VAR is trained to process orders from issuance to final payment. All orders will be tracked by the VAR and they will address any issues with delivery. Invoices are issued by the VAR and payment is made to the VAR. VAR's websites have a link to the EMC WSCA-NASPO website. The VARs provide the website support directly to the Ordering Entity through their website. If there are any questions concerning the EMC WSCA-NASPO website the VAR will work closely with the Ordering Entity to provide the needed support.

- how partners are certified

The EMC Business Partner Program requires detailed and exact EMC solutions certifications, not only for VAR sales executives, but also for VAR systems engineers and at a higher level, certified data communications architects. For the WSCA-NASPO contract, VARs must enter into a Value Added Reseller Agreement that requires additional certifications and agreements to all WSCA-NASPO EMC contract terms and conditions and defines sales tracking and reporting requirements.

- how partners are contractually bound to the Master Agreement terms and conditions; and

EMC requires each VAR to complete VAR Expectation and Guidelines documentation defining company policies as they relate to contract.

- how partner sales will be accurately tracked and reported.

EMC understands and agrees to fully comply with all the reporting requirements of the WSCA-NASPO contract. EMC has engineered several key business systems to allow quick, easy, accurate automated access to the data required for the reports. This automation process not only addresses internal EMC quoting and ordering systems but also EMC VAR quoting and ordering systems. EMC's ordering systems ensure absolute pricing compliance with the EMC WSCA-NASPO contract, along with enabling easy access to all order, invoicing and delivery information. This information is then processed and stored in a transaction database for easy access to data for the reports. This allows significant ad hoc query capabilities along with standard report information.

EMC requires that each VAR participating on the contract submits a sales report each month with associated customer purchase orders. These sales reports are verified against PO information and internal EMC system information to confirm that sales information is accurate. We track each and every report collected from VARs to make sure every VAR has filed a report each month. VARs that fail to file compliance reports are reported to the SCPO Manager for issue resolution.

- Remedy plan if the partner or sales personnel are not in compliance.

The EMC SLED Team utilizes a complete and rigorous issue management system to resolve ALL issues including SLED contract issues, Value Added Reseller Issues, and Customer Issues. This issue management system is described in detail in *Table Item D.5 – Complaint Resolution* below.

EMC will provide a single, unified report for all sales under the EMC WSCA-NASPO contract, whether the sales were provided by the EMC WSCA-NASPO VARs or directly by EMC.

Additionally, EMC tracks and measures the following:

- Submittal of accurate and on-time monthly sales transactions to EMC
- Copies of all purchase orders as stated in VAR Agreement have been properly submitted
- All deals are priced in accordance with EMC contract pricing
- Only EMC products that are authorized on contracts have been proposed
- All certifications, registrations and all other documentation required by the Purchasing Entity have been submitted
- All VAR agreement(s) terms and conditions have been adhered to

EMC will very closely manage and monitor all VAR activities under the EMC WSCA-NASPO contract and any deficiencies will be aggressively resolved. Should any repetitive issues arrive, EMC will terminate the WSCA-NASPO authorization for that VAR. EMC considers it a special privilege for a VAR to be authorized to utilize the EMC WSCA-NASPO contract and we intend to treat is as such.

The process for revoking WSCA-NASPO authorization for a VAR is:

1. Review the deficiency with the VAR
2. Describe to the VAR in writing the process or results that will resolve the deficiency
3. Allow the VAR a period of time to resolve the deficiency

Should the deficiency not be resolved, the VAR will be notified immediately and de-authorized from selling on the WSCA-NASPO Data Communications Contract.

Table Item C.4 – Equipment and Services Overview

Describe ability to provide computer equipment and the services related to supporting the equipment. Include an overview of how the equipment is delivered and serviced. Thoroughly describe offerings and the ability to provide these services (not all services may be applicable to each band):

- Warranty - Break Fix – Non-Warranty
- Standard non customized Training
- Installation/de-installation
- Support
- Migration
- Asset Tagging
- Staging/Deployment
- Image loading
- Image Consulting
- System and Server Configuration
- Rack and Stack Configuration
- Maintenance
- Custom service solutions
- Asset Management

- Recycling/disposal
- Training and Certification
- Other services available as allowed in the solicitation

EMC Response:

In this section we describe our ability to provide the following computer equipment and the services related to supporting the equipment associated with Band 5 – Storage:

- Warranty - Break Fix – Non-Warranty
- Standard non customized Training
- Installation/de-installation
- Support
- Migration
- System and Server Configuration
- Rack and Stack Configuration
- Maintenance
- Custom service solutions
- Recycling/disposal
- Training and Certification
- Other services available as allowed in the solicitation

- Warranty - Break Fix – Non-Warranty

EMC support is a comprehensive offering that begins with warranty coverage and continues when non-warranty support is purchased. The service coverage is based on the level of the Support Option which is in place for a given product. Each level of Support Option is available for Warranty, break fix, non-warranty and general on-going support. The Support Option selected will determine the support level of service and is described in more detail below.

EMC CUSTOMER SUPPORT SERVICES: A UNIQUE BLEND OF PEOPLE, PROCESS, TECHNOLOGY, AND PARTNERSHIPS

EMC is committed to customer support. Our global network of support professionals and authorized partners work around the clock to deliver the resources, knowledge, and expertise needed—whenever, wherever, and however needed.

People

EMC has more than 7,000 support professionals that provide Warranty – Break Fix – Non-Warranty services in over 620 service locations throughout more than 150 countries—all trained and certified in EMC information infrastructure technology, spanning both physical and virtual IT environments. EMC customer support engineers have an average of eight years of experience with multiple industry certifications, and many have achieved EMC® Proven™ Professional certification—the highest technical certification in the industry.

Process

If a customer contacts EMC with a service request, we follow the same proven processes around the globe to ensure a consistent support experience. We utilize a comprehensive knowledge-base

of technical best practices to help provide fast answers. If the case requires additional follow-up, the customer has the option to define the severity level of each incident in order to drive the required response. Our escalation management teams coordinate resources, set action plans, and track progress to resolution. If necessary, our comprehensive root-cause analysis provides a detailed description of the issue to avoid future incidents. In addition, we regularly seek customer feedback and use voice-of-the-customer metrics to continuously improve their support experience and provide proactive service.

Technology

Technology is infused into every step of the support process to make it fast and easy to get help, and to maximize the speed and quality of our response. EMC's nine Global Technical Support Centers utilize sophisticated technology to remotely monitor and repair customers' EMC systems, and to ensure service requests are quickly routed to the right resource. If onsite dispatch is required, our support centers and logistics organization coordinate scheduling of resources and parts delivery. Online support tools enable customers to manage service requests, engage in support community forums, chat with technical support engineers, register products, and access diagnostic tools. Our unique EMC E-Lab™ tests multivendor infrastructures for interoperability to aid in ensuring optimal performance of a customer's IT environment.

Partnerships

Global partnerships with other technology leaders that leverage EMC infrastructure and intellectual property enable us to deliver innovative solutions. If a multivendor issue does arise, we have over 650 cooperative support agreements in place to share information and to aid in resolution of complex support and interoperability issues. We also have joint escalation centers with other leading technology vendors to ensure technical readiness and provide a dedicated escalation path.

EMC SUPPORT OPTIONS

EMC Support Options give customers access to the industry's leading customer support experience. Backed by the trusted expertise of our global network of support professionals, we use proven processes and innovative service tools to help customers achieve business objectives. We offer customers three clear choices—Basic, Enhanced, and Premium—to meet a range of application and business requirements. Customers can select the right EMC Support Option for their applications and information infrastructure to complement the needs and skills of their organization.

- Basic Support Option—Business hours support essentials, including technical support, delivery of replacement parts, rights to new software releases, and 24x7 access to online support resources.
- Enhanced Support Option—24x7 support for production environments, including around-the-clock technical support, next business day onsite response, proactive remote monitoring and resolution, and installation of non-customer replaceable units.
- Premium Support Option—Mission-critical support for fastest resolution, including 24x7 technical support and monitoring, priority onsite response for critical issues, installation of operating environment updates, and installation of all replacement parts.

Figure 11.   EMC Support Options

	BASIC Business Hours Support Essentials	ENHANCED 24x7 Support for Production Environments	PREMIUM Mission Critical Support for Fastest Resolution
Installation of operating environment updates			✓
24x7 remote monitoring and repair		✓	✓
Onsite response with parts installation		NBD*	24x7x4**
Replacement parts delivery	NBD	NBD	24x7x4**
Global technical support***	9x5	24x7	24x7
Rights to new releases of software	✓	✓	✓
24x7 access to online support tools	✓	✓	✓

* Non-CRU (customer replaceable units) only
** Severity 1 issues (severity 2 = within 12 hours, severity 3/4 = next business day)
*** See Service-Level Objectives table for detailed response objectives
This chart is provided for informational purposes only and shall not have any binding effect on EMC. The specific details of EMC's warranty and maintenance offerings are set forth on the applicable EMC website, currently located on the product notice page, and shall control in case of any discrepancy with the information on this page.

Please refer to *Table Item A.2 – Manufacturer Verification*, *Table Item A.3 – Third Party Products*, and *Table Item A.6 – Warranty and Maintenance* for further discussion of warranty and maintenance.

The following documents describe EMC support in greater detail. These documents are provided on the following 33 pages in sequential order in the PDF and printed versions.

- EMC Customer Support Guide
- EMC Customer Support Services
- EMC Select Products

Double-click the icons below in the Word version of this document to view these files.

EMC Customer-Support-Gu   EMC Customer Support Services.pdf   EMC Select Products.pdf

EMC CUSTOMER SUPPORT GUIDE

EMC²
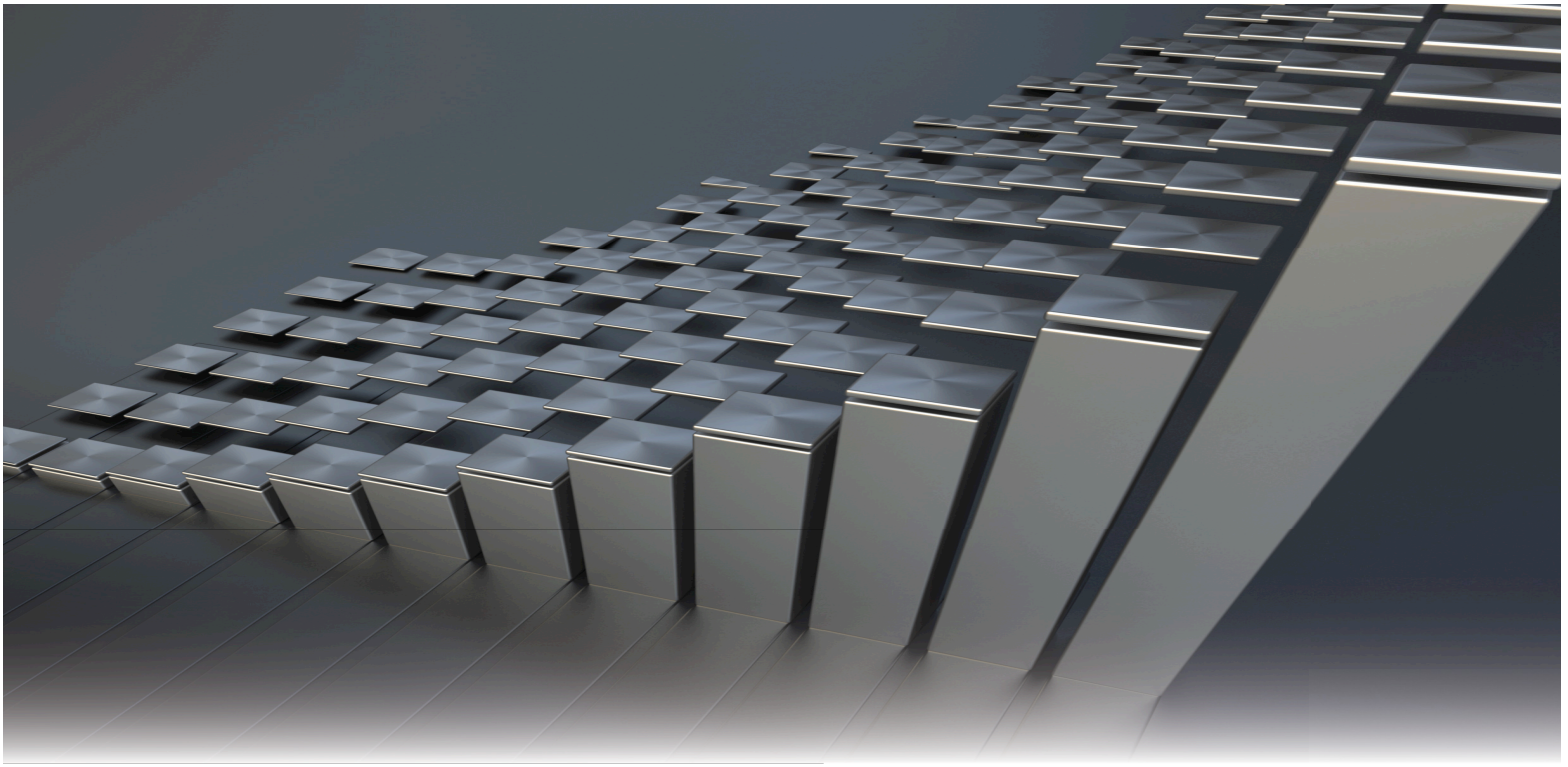
This guide in intended to cover all EMC products except those identified at the links below. Use the links below to access support information for RSA®, VMware®, and recent EMC acquisitions.

Product Line/Support Reference URL

RSA:

http://www.rsa.com/node.aspx?id=1264

VMware:

http://www.vmware.com/support

Recent EMC Acquisitions:
http://www.emc.com/contact-us/contact/support-contact-info-customers-acquisitions.htm

EMC products or services purchased from an authorized EMC reseller ("EMC Reseller") are governed solely by the agreement in place between you and the applicable reseller. The service and support terms in such agreement may vary from the service detailed in this Guide. Please contact your EMC Reseller directly for the details

WELCOME TO EMC CUSTOMER SUPPORT

Thank you for choosing EMC® products and services for your information infrastructure. EMC continues to lead the industry in virtualization, cloud computing, and big data technologies, and we are committed to helping you maximize the value of your EMC investment with comprehensive maintenance and support resources.

This commitment is evidenced by our agile support approach, which provides support through the channels you prefer—around the world, in multiple languages—and with the highest quality service. Examples include our new online support channels, such as multilingual Live Chat and our vibrant online support community, which quickly connect you to EMC's technical support personnel and peers around the world. Additionally, EMC's remote monitoring capabilities, including EMC Secure Remote Support, form a solid foundation that enables EMC to proactively diagnose and resolve technical issues with your EMC products.

These capabilities are backed by our technical support professionals located in regional support centers and local offices across the globe, our extensive network of EMC authorized service partners, and our collaborative coalitions to support virtualized environments. You will be assisted by the industry's most highly trained and skilled resources in physical and virtual information infrastructure technology and complex, heterogeneous environments.

Our number one goal is customer satisfaction. EMC Customer Support Services continues to raise the bar in support through the use of best-in-class business practices; attracting, developing, and managing highly qualified support-service engineers; and leveraging best-in-class tools, technologies, and processes to deliver outstanding, globally consistent service and support. Our commitment has resulted in consistently high customer satisfaction and industry-wide recognition from customers, partners, and analysts.

EMC is proud of the recognition we've received from independent industry groups, such as the Technology Services Industry Association (TSIA) and the Association of Support Professionals (ASP). We have been recognized in areas including mission-critical support, complex application support, best web support site, and best use of metrics and business intelligence. We have also achieved 12 years of Service Capability & Performance (SCP) Standards certification from Service Strategies, which acknowledges EMC's adherence to stringent performance standards and industry best practices.

This Guide will help you make the most of the extensive support resources and tools available to you. We welcome your comments and invite you to provide feedback to your account manager or an EMC Customer Support Service representative.

TABLE OF CONTENTS

1. GETTING STARTED: EMC CUSTOMER SUPPORT—CHECKLIST FOR SUCCESS

Use this checklist to confirm that you have the access, information, and tools you need to successfully manage your EMC products. These five easy steps will help you prepare.

ACCESS ONLINE SUPPORT TOOLS BY REGISTERING FOR THE EMC ONLINE SUPPORT SITE

The EMC Online Support site provides online access to numerous resources, including product documentation, software license activation, software downloads, self-help tools, Service Request (SR) creation and management, diagnostic tools, and technical support via **Live Chat**. The Online Support site is available to registered customers whose products are currently covered by an EMC warranty and/or maintenance contract. See Section 4 to learn more about the Online Support. Register now at http://support.emc.com.

Tip: Your EMC Online Support registration email will include your Site ID. Keep this information easily accessible for Service Request creation.

REGISTER YOUR EMC PRODUCTS

Immediately register your EMC products to speed up processing of your Service Requests. Please register your EMC software products to ensure EMC has accurate records of your product installation. You can register during product installation or access online registration tools anytime on the EMC Online Support site at: Home > Service Center > Product Registration & Licenses. If you need assistance with your EMC product registration, please follow the instructions in Section 4 of this document.

GET CONNECTED WITH EMC SECURE REMOTE SUPPORT

Leverage EMC Secure Remote Support (ESRS) capabilities for 24x7 monitoring and a proactive, preemptive approach to issue diagnosis and repair for supported products. Learn more about EMC Secure Remote Support capabilities and the options available to you in Section 5 of this Guide, and see the full list of ESRS-supported products at http://www.emc.com/collateral/software/data-sheet/h1948-secure-remote-supp-gateway-ds.pdf. To connect or to verify your connectivity status, open a Service Request or contact your local Service Manager.

UNDERSTAND EMC SUPPORT OPTIONS

For most EMC products, EMC offers the following three levels of support: Basic, Enhanced, and Premium. Knowing which Support Option applies to your product will help you take full advantage of available features. See Section 2 to learn more about Support Options or go to www.emc.com/products/warranty_maintenance. Contact your purchasing agent, your EMC sales representative, or if applicable, your EMC Reseller, if you need information on the Support Option covering your EMC product(s).

IMPROVE YOUR SKILLS WITH EMC EDUCATION SERVICES

Customers who invest in EMC education courses are typically more effective in leveraging the features of our products. EMC education courses also help customers when interacting with EMC's support organization by enabling you to more effectively define the symptoms of the issue. The return on this investment is almost immediate when you consider the cost of the education versus the cost of downtime. EMC Proven™ Professional Certification (described in Section 2) offers technology professionals the training to develop the knowledge, skills, and credentials to deploy and maintain EMC technology. To learn more, visit https://education.emc.com.

2. EMC SUPPORT AND EDUCATION SERVICES

2.1 EMC SUPPORT OPTIONS

For most products, EMC offers three Support Options: Basic, Enhanced, and Premium. Knowing the features associated with the Support Option for your EMC products will help you understand and use the available service components. Please visit http://www.emc.com/products/warranty_maintenance to learn more about EMC Support Options.

2.2 EMC PERSONALIZED SUPPORT SERVICES

EMC offers a variety of value-added support services to supplement your EMC Support Option, including those listed below. In some cases, these services may require a separate contract. To learn more, visit http://www.emc.com/support/personalized/index.htm.

- **Service Account Manager**—Coordinates support of your EMC information infrastructure, drives proactive support activities, and accelerates problem management for the most complex EMC information environments
- **Technical Account Manager**—Provides a technically-oriented service and support contact, focused on a specific technology area within the EMC portfolio
- **Designated Support Engineer**—Provides a designated product-focused support expert who has in-depth knowledge of your EMC product environment
- **Software Upgrade Service**—Offloads the preparation, delivery, and post-work associated with upgrades for selected customer upgradeable EMC software products
- **Secure Select Support**—Addresses high security requirements with remote technical support provided by U.S. citizens located on U.S. soil
- **Extended Support Service**—Continues essential break/fix and technical support for selected EMC products after standard warranty and maintenance coverage are no longer available
- **Part Retention Service**—Protects your sensitive data and enables operation of a more secure data center by retaining key EMC hardware components

If your support requirements change, or should you be interested in purchasing one of the EMC Personalized Support Services, contact your EMC sales representative, EMC maintenance renewal account manager, or if applicable, your EMC Reseller to discuss available options. Renewal contacts are posted at http://www.emc.com/support/purchase-renew-upgrade.htm and in Section 8 of this guide.

2.3 EMC EDUCATION SERVICES

EMC Education Services delivers world-class training and certification in information storage and management to help you get the most from your EMC investment, and offers comprehensive learning paths, certifications, flexible learning modes, and purchase options to meet your specific needs.

Make Education Planning Easy

Learning paths are structured road maps of courses that help you develop a thorough understanding of your selected technologies. They offer a gradual introduction of complex technologies and challenging concepts, from Associate through Expert levels.

Our comprehensive learning paths are conveniently aligned to EMC Proven Professional certifications. If you choose to take the next step, you already have the knowledge and access to the supporting study materials to prepare for the EMC Proven Professional exam. Free practice tests are available online for all EMC Proven Professional exams.

Maximize Your Investment in Training and Skills Development

EMC Proven Professional is the leading certification program in the information storage and management industry. It offers a role-based series of courses and exams that cover the full range of EMC's hardware, software, and solutions. In addition to three levels of technical learning and certification, EMC Proven Professional also includes an "open" curriculum focused on technology concepts and principles applicable to any vendor environment. This is ideal for companies and organizations planning to implement private cloud or provide cloud-based IT services.

For up-to-date information on the EMC Proven Professional certification program, please visit http://education.emc.com/Certification.

Flexible Learning Modes

EMC Education Services offers a highly "blended" approach to learning, providing several training modalities to meet the needs of each individual learning style. Some curriculum is offered in more than one way. Choose from:

- **Hands-on Lab/Workshop-oriented Instructor-led Training (ILT)**
- **Video Instructor-led Training (VILT)—**Providing ILT experience in a modular DVD format
- **Online Instructor-led Training (Online ILT)—**Eliminates your need for traveling
- **e-Learning—**Ideal for gaining or refreshing product/technology feature knowledge

Flexible Purchase Options

We offer several convenient methods to purchase training from EMC Education Services. Purchase options are aligned with how many people require training, whether you or your teams are preparing for EMC Proven Professional certification, or whether the eight or more employees on your team require the same class.

- For individual development planning, consider ValuePaks, Video ValuePaks, and Subscriptions
- For organizational development planning, consider Training Units and Onsite engagements

To learn more, visit https://education.emc.com

3. EMC CUSTOMER SUPPORT POLICIES

3.1 SERVICE REQUEST SEVERITY LEVEL DEFINITIONS

When you open a Service Request, you will be prompted to assign the Severity Level based on the technical and business impact of the issue. Severity Level categories (1-4) are detailed in the table below, along with examples of associated business situations. EMC Customer Support will help you validate the Severity Level you select. Severity Levels can be adjusted at any time during issue resolution if the business impact of the Service Request changes. The Severity Levels detailed in the table below are provided for information purposes only. For the most current EMC Severity Level definitions please refer to the following website:
http://www.emc.com/support/emc-product-warranty-maintenance-use-rights.htm.

SEVERITY LEVEL	DEFINITION	EXAMPLES
1	**Critical:** Severe problem preventing customer or workgroup from performing critical business functions	• Production data corruption (data loss, data unavailable) • Production system crash or hang • Production systems significantly impacted, such as severe performance degradation • Production system and/or data is at high risk of potential loss or interruption • Production system workaround is required immediately • Time-critical production cutover impacted
2	**High:** Customer or workgroup able to perform job function, but performance of job function is degraded or severely limited	• Production system adversely impacted • Non-production data corruption (data loss, data unavailable) • Non-production system crash or hang • Non-production system and/or data is at high risk of potential loss or interruption • Non-production system workaround is required immediately • Development system(s) is/are inoperative
3	**Medium**: Customer or workgroup performance of job function is largely unaffected	• Production or development system has encountered a non-critical problem or defect and/or questions have arisen on product use
4	**Request:** Minimal system impact; includes feature requests and other non-critical questions	• No customer business impact • Requests for enhancements

Severity Level 1 Service Requests require resources from your organization to work in cooperation with EMC Customer Support. If the necessary and appropriate level of customer engagement is not maintained by the customer during the resolution of a Severity Level 1 Service Request, EMC may reclassify the Service Request as a Severity Level 2.

3.2 SERVICE LEVEL OBJECTIVES

Service level objectives describe the typical timeframe for EMC's response to Service Requests submitted online using the EMC Online Support site or by telephone. The response objectives are based on your Support Option and the assigned Severity Level of the specific Service Request. These response objectives provide a framework for setting mutual expectations during the Service Request process. For more information on the initial technical response objectives associated with the Support Option on your EMC products, please refer to the applicable Support Option (i.e., Premium, Enhanced, Basic) at: www.emc.com/products/warranty_maintenance.

3.3 BUSINESS HOURS AND BUSINESS DAYS DEFINITION

"Business Days" means EMC's generally accepted days of operation per week at the applicable product's approved installation site as reflected in EMC's records, excluding holidays that are generally recognized by local government and commercial entities, and/or observed by the local EMC entity. "Business Hours" means the time period between 8:00 a.m. and 5:00 p.m. on each Business Day.

3.4 SUPPORT CONTACTS

Support contacts are your organization's primary interface to EMC Customer Support and must have a basic understanding of, and expertise in, the tasks related to administering infrastructure technology—such as operating systems, application servers, and databases. There are two types of support contacts:

• **Administrative Contact**—The Administrative Contact for your company is the person responsible for the allocation of Authorized Support Contacts to represent your organization. The Administrative Contact, a non-technical role in the relationship, is authorized to escalate Service Requests and may also be designated as an Authorized Support Contact.

• **Authorized Support Contact**—Authorized Support Contacts are technical contacts responsible for reading, understanding, and following operating instructions and procedures in EMC technical documentation. They are also responsible for opening and managing Service Requests. Authorized Support Contacts must be able to follow procedures and recommendations provided by EMC Customer Support during Service Request management and resolution.

Note: EMC reserves the right to require that a customer remove anyone from the list of Authorized Support Contacts if we determine that they do not meet the eligibility requirements as determined by EMC or otherwise defined in the governing support agreement.

3.5 CUSTOMER-PERFORMED TASKS

Depending on the Support Option you select, some service activities may be defined as Customer-Performed Tasks (CPTs), including product installation, software upgrades, rebooting of components, replacing designated components, and executing diagnostic commands.

EMC will provide replacement parts if determined by EMC as being required for Service Request resolution. Replacement parts are designated as either Customer Replaceable Units (CRUs) or EMC replaceable parts. Your EMC Support Option defines who is responsible to perform the installation of replacement parts and the timeframe during which EMC will ship the replacement part(s) to you.

Parts designated as CRUs are designed for customer replacement using EMC documented processes and EMC-provided tools. These can be found on the product-specific **Support by Product** pages on the EMC Online Support site (https://support.emc.com/products). To expedite your CRU service, please have your Customer Site ID, Faulted Part Number, Serial Number, Shipping, and Contact Information when you contact EMC Customer Support.

The CRUs and CPTs for your product are listed in the EMC warranty and maintenance table at www.emc.com/products/warranty_maintenance.

If you experience difficulty replacing a CRU or the replacement part is not functioning properly, please contact EMC Customer Support (See Section 9: "Contact Summary Information") and ask to have the original Service Request reopened. You will need to provide the original Service Request number.

3.5.1 Drive Replacement Utility for EMC VNX®, EMC CLARiiON®, and EMC Celerra®

The Drive Replacement Utility (DRU) must be run to determine if your drive is eligible for customer replacement. The DRU is a feature of EMC Unisphere™ Service Manager (USM), which is downloadable from the EMC Online Support site (Downloads). Please follow the instructions in Section 4 of this guide to search the **Downloads** section for your specific EMC product and access USM. To expedite the drive replacement, you should run the DRU prior to submitting a Service Request for a suspected drive failure regardless of the Support Option associated with the storage platform in question. If you do not run the DRU prior to calling EMC, an EMC Customer Support technician will provide remote assistance with the DRU installation and execution.

If the DRU determines the drive to be customer replaceable and you have an Enhanced or Basic Support Option, EMC will ship the applicable part to you for your replacement. If you have a Premium Support Option, you have the option of replacing the customer-replaceable drives yourself.

If the DRU determines that the drive is not customer-replaceable, or that due to the condition of the drive, it should not be replaced by a customer, EMC will dispatch a field engineer in accordance with your selected Support Option schedule and subject to the terms set forth in Section 3.5.2 of this guide.

3.5.2 Chargeable Service Events

If you have a Basic or Enhanced Support Option, EMC will charge you for the labor time and travel expense to install customer-replaceable units (CRUs), or to assist with service activities defined as CPTs in several instances, including:

Customer Refusal to Run the DRU—If a customer does not run the DRU or cannot run the DRU to determine if the drive needs to be replaced and/or is customer-replaceable, EMC will dispatch a field engineer to determine if the drive needs replacement, and if so, to perform the replacement at your expense.

Failure to Respond—If you fail to respond to EMC Customer Support's calls/emails or fail to confirm shipment details for replacement parts after three (3) contact attempts or within twenty-four (24) hours from EMC's initial attempt to contact you (whichever occurs first), EMC will dispatch a field engineer at your expense to replace the failed part.

Replacement of a CRU or Performance of a Service Activity—If you request EMC to perform the service activity—either part replacement or other service event that is not included in your Support Option—EMC will dispatch a field engineer at your expense to perform the service activity.

3.5.3 Replacement Parts Delivery

When EMC determines that Service Request resolution requires a hardware component to be replaced (known as a "replacement part"), your replacement part will be delivered based on the Support Option covering the affected EMC equipment. To find the service-level objectives for the delivery of replacement parts on systems covered by the EMC Support Options, please view the service briefs located at:

www.emc.com/products/warranty_maintenance.

3.5.4 Customer-Replaceable Unit Part Return

Once your replacement part has been ordered, you will receive an email notification with replacement information and return instructions. You should return the replaced part to EMC within five (5) Business Days from when you receive a replacement CRU component (5-10 Business Days for customers located outside of the U.S.) as stated on the EMC Online Support site (Service Center > "Warranty & Returns" > "Return a Part") and in the instructions included with your return shipping materials. It is the responsibility of the customer to return to EMC all replaced parts (including CRUs) using the return shipping materials supplied to you.

Be sure to record the returning serial number(s), part number(s), and carrier waybill information in the event of a return discrepancy.

All parts are the property of EMC unless you have separately contracted with EMC to retain replaced parts.

Per EMC's standard terms and conditions, you will be responsible to pay EMC's then-current spare part list price of any parts or CRU parts you fail to timely return. You are responsible for removing all information from any replaced parts, or any other items that you release to EMC as a trade-in or for disposal, before you release them. EMC is not responsible for any information contained on such items. If you want to secure the data on such replacement parts, please contact your EMC Sales Representative or EMC Reseller and request a quote for EMC's then-current parts retention or data erasure service, which is separately available for purchase.

3.6 EMC PRODUCT SUPPORT LIFECYCLE

EMC Product Support Availability

EMC's Product Support lifecycle is geared toward providing a predictable product lifecycle experience to help customers effectively manage their technology investments with deployment and upgrade plans. Our product lifecycle policy specifies the support duration (referred to as the "Primary Support" period) and End-of-Primary-Support (EOPS) date for most EMC products. It is EMC's intention, subject to change at EMC's discretion, to offer product support coverage under EMC's standard product maintenance terms and conditions during a product's Primary Support period. Once a product reaches its EOPS date, EMC may, at its discretion, make Extended Support available for certain software releases or hardware models. When available, Extended Support enables customers needing additional time to migrate to a currently supported software release or hardware models to receive limited support from EMC on their older, unsupported software release or hardware model.

Additional information on EMC's support lifecycle policy and Extended Support for EMC hardware and software products can be found on the specific EMC product page, located by searching within the **Support by Product** section of the EMC Online Support site. This information is subject to change at EMC's discretion.

Primary Support*	Extended Support**
Primary support begins when a product is Generally Available (GA).	Extended support may be available for certain EMC software products and hardware models, at EMC's discretion.
For some EMC software products that are independent of EMC hardware releases, it is EMC's intention, subject to change at EMC's discretion, to support the current (Rev "N") and immediately prior software release (Rev "N minus 1") for the period of three (3) years from the release's GA date. EMC endeavors to publish the applicable EOPS date(s) at GA. This three-year period is referred to as the Primary Support period for the applicable release.	Extended Support, when available, is generally sold in six- (6) month increments and consists of a reduced level of support. Specific terms and conditions for Extended Support will vary by product.
For some EMC hardware products, it is EMC's intention, subject to change at EMC's discretion, to make available EMC's standard support for the period of five (5) years after the applicable End-of-Life (EOL) date of the hardware. The EOL date refers to the date that EMC has discontinued a model number of EMC hardware or software as a product offering, and has removed such model number from EMC's pricing/quoting systems.	Extended Support requires a current EMC maintenance contract to be in place for the associated product.
For some platform software products, it is EMC's intention to support the current and immediately prior software release for a period that is coterminous with the related hardware.	

*Certain terms, limitations and exclusions apply to EMC's support lifecycle policy. In some cases, resolution of an issue may be addressed by requiring a move to a more recent release.

**If Extended Support is not available or purchased, End-of-Service Life (EOSL) of a product occurs on the End-of-Primary-Support date.

EMC End-of-Service Life Notification

EMC endeavors to give customers notice of a product's End of Service Life to enable them to plan for the retirement of their EMC products. This provides customers with the opportunity to smoothly transition to a more advanced and/or currently supported EMC product. Additional information on EOPS and EOSL dates for EMC products can be found by searching for the specific EMC product within the **Support by Product** section of the EMC Online Support site.

3.7 DEFINING SUPPORTED ENVIRONMENTS

EMC will support EMC products operating in "supported environments" as determined through EMC's E-Lab™ testing and documented on EMC's E-Lab Interoperability Navigator. If your environment is not supported (e.g., has an outdated version of third-party vendor software), you will need to move to a supported environment so EMC can proceed with the problem resolution process for the EMC products in your environment.

Interoperability information is available on the EMC Online Support site. Instructions on how to access the EMC Online Support site is included in Section 4 of this Guide.

4. EMC ONLINE SUPPORT

4.1 OVERVIEW OF THE EMC ONLINE SUPPORT SITE

The EMC Online Support site is a password-protected customer portal that provides access to a suite of tools and content that enable you to quickly resolve technical questions and issues related to EMC products.

We encourage you to take full advantage of these resources in order to get the most from EMC's products and to work more effectively with EMC Customer Support.

The EMC Online Support site is at: https://support.emc.com

4.2 EMC ONLINE SUPPORT SITE—KEY FEATURES AND TOOLS

There are many features and tools on the EMC Online Support site to help you quickly resolve technical questions and issues related to EMC products. It provides a unique experience that is fast, personal, and social—thereby enabling you to get the most relevant information you need for support of your EMC products, and to access technical experts worldwide. Some of the key features and tools available to you on the EMC Online Support site include:

Search—Integrated search and filtering capabilities accelerate troubleshooting and help you resolve your issue as quickly as possible. You can focus your search by typing in a specific product name (such as "VNX" or "Greenplum®") and you can select a specific resource to search such as "knowledgebase," "documentation," "forums," and "downloads." The most relevant results are displayed based on your selection criteria. Display features let you easily refine or expand your search results to find what you need.

Support by Product—Support by Product is your one-stop shop for all support-related information on a given EMC product. The most current EMC product content is dynamically presented within this single location. From the Support by Product landing page, you can search for a product or select from "My Products" or "Recently Visited Products" to quickly access product specific search, downloads, training, how-to videos, documentation, getting-started guides, technical advisories, white papers, tools, and Support Community Forum discussions.

Support Community—The EMC Support Community is a fast and easy way to get the information you need to support your EMC products. In the Support Community, you can participate in product-focused, peer-to-peer support forums in order to exchange ideas, technical knowledge, and expertise with thousands of other EMC customers, partners, and technical experts from around the world. See Section 4.4 of this Guide for more details on the EMC Support Community.

Downloads—The Downloads feature helps you manage your software products and entitlements online. Here you can search for a product or select from "My Products" or "Recently Visited Products" to quickly access product-specific downloads.

Service Center—This section of the EMC Online Support site is a centralized location where you can engage EMC Customer Support and manage your EMC Service Requests. Service Center quickly directs you to common tasks such as product registration, license management, Service Request creation and management, and administration of your company information including site details and contacts. From the Service Center you can also get quick access to site-wide Service Request history as well as support contract information (including the status of product warranty and support coverage).

Live Chat—EMC's Live Chat is the preferred method for most EMC customers to get quick, direct access to EMC technical support experts. Live Chat expedites troubleshooting by eliminating telephone hold times and the need for EMC to call you back. It is the fastest support communication channel to initiate EMC Service Requests of any severity for both technical and non-technical issues.

Additional Product and Support Tools—Additional Product and Support Tools are accessible through Online Support to help you simplify common support tasks and take advantage of the ease of use and serviceability of your EMC products. Examples of such tools include the EMC Power Calculator, troubleshooting flowcharts, Visio stencils for environment diagrams, grab utilities for collecting host information, Procedure Generator utilities, and much more.

Online Support also provides direct access to EMC's comprehensive E-Lab interoperability information and best practices on hardware, software, and competing products. You can identify successful configurations from EMC customers and EMC engineering, and search for the latest EMC product issues. Current information on general availability, new releases, and end-of-life information for EMC hardware and software products is also available.

4.3 GETTING STARTED WITH THE EMC ONLINE SUPPORT SITE

To register for the EMC Online Support site, follow these steps:

1. Go to https://support.emc.com and click **Register Here.**

2. Follow the online registration steps, making sure to fill in all required fields, including your business email address.

3. Once your registration is processed, you will receive an email confirmation. This email will contain your access authorization and additional information regarding completion of your registration and initial log in.

During your first visit to the EMC Online Support site, we recommend you review your Preferences, including your contact information, to ensure all of the information is correct and up to date. Click on the Preferences link to get started. EMC Customer Support uses your contact information when we need to contact you so be sure to periodically check and update your information.

Also, be sure to visit the "Tips and Hints" section. Here you will be able to view important documents and videos providing an overview of the site, as well as important tips to help you be successful with your online support experience.

4.4 EMC SUPPORT COMMUNITY

Once you are registered for the EMC Online Support site, you can use the same login credentials to access the EMC Support Community Forums to engage in discussions and post content. The first time you access the Support Community, you will be prompted to create a screen name (UserID).

You can access the EMC Support Community in the following ways:

Web Search—You can use public search engines to find content in the EMC Support Community Forums for most products. When you access content from a public web search result, the Support Community will open with the selected item displayed. You will be in read-only mode. Login if you want to post content or engage in discussions.

Direct Navigation—You can access the Support Community directly at http://forums.emc.com in which case the Support Community will open in read-only mode. You can freely navigate through the community to view content but will need to login if you want to post content or engage in discussions.

Online Support Site—From the Online Support site, you can access product-specific discussion threads from the respective Support by Product pages or from the Community section. From the Community section, you can either use the Search function, or navigate from the list of Support Forums. When you access the Support Community from the Online Support site, you will automatically be logged in with the ability to post content and engage in discussions.

For more information, including setting up your user profile, creating content, and engaging with others visit https://community.emc.com/community/support/help within the EMC Support Community forum.

4.5 EMC SUPPORT APP

The EMC Support App provides fast, easy, and secure mobile access to view and track services requests (SRs) anytime, anywhere, complementing our new Online Support site. Real time synchronization ensures you get up-to-date information. Visit the EMC Support App page at http://www.emc.com/apps/support-mobile.htm for a full description and links to available downloads and resources.

5. USING EMC SECURE REMOTE SUPPORT (ESRS)

5.1 BENEFITS OF CONNECTIVITY WITH EMC

At the heart of EMC's industry-leading customer service is the ability to quickly respond to warnings and notifications generated by your EMC system(s). After establishing a secure connection, the EMC Customer Support team can gather diagnostic data, conduct tests, and remotely repair or adjust your EMC system(s). Connectivity with EMC provides a proactive, preemptive approach to error and issue diagnosis and repair, and rapid escalation policies for prompt issue resolution for supported products on a 24x7 basis (excluding periodic maintenance or network unavailability).
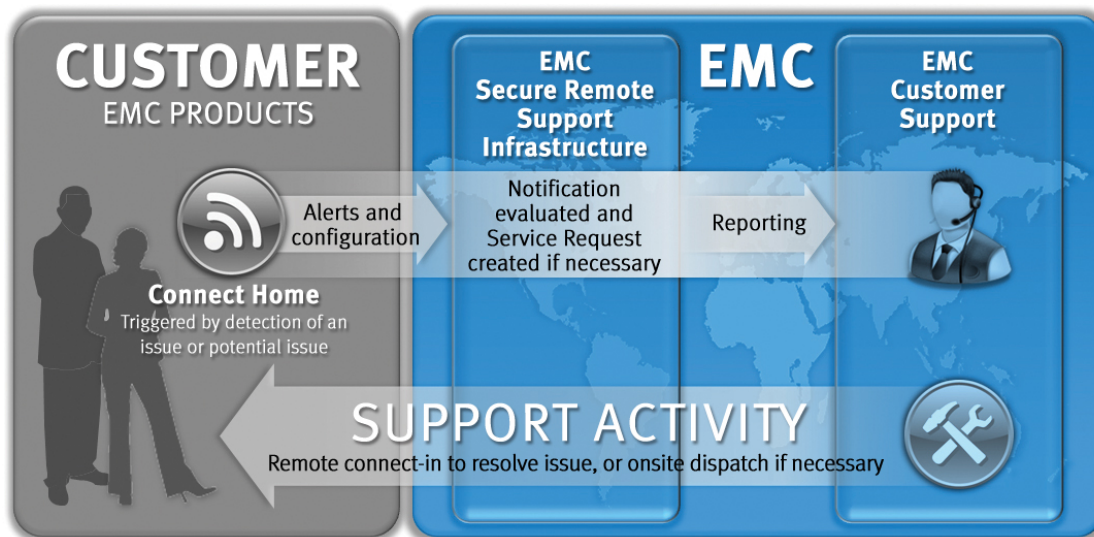
5.2 OVERVIEW OF ESRS

ESRS is a secure, IP-based, distributed customer service support system, and is EMC's preferred method of connectivity. Depending upon the EMC product set, the ESRS application resides on a dedicated server or directly on the EMC system or management station. The connection between the customer and EMC includes robust security features, such as Advanced Encryption Standard (AES) 256-bit encryption, SSL/TLS authentication, RSA digital certificates, and a customer-managed access policy as of the date of publication of this Guide. ESRS offers a single access point to consolidate remote support that eliminates the need for modems and telephone line costs. Learn more about ESRS at: http://www.emc.com/support/emc-secure-remote-support.htm.

5.3 ALTERNATIVE CONNECTIVITY OPTIONS

While ESRS is EMC's preferred connectivity option, EMC also currently supports connectivity via modem, WebEx, or email as alternative options.

Modem—This option uses a standard telephone line or operates with a PBX. In the event of an error or event outside of EMC's defined set of tolerances, EMC systems automatically dial the EMC Customer Support Center. The EMC Customer Support Center then dials back into your system to diagnose and repair the issue. Monitoring software runs in the background on your storage system using minimal processing power.

WebEx—This option is designed to enable faster issue resolution via "live" diagnostics. WebEx remote computer and application sharing allows the EMC Customer Support Center to provide an interactive session for error diagnosis and issue resolution.

Email—This option notifies the EMC Customer Support Center via one-way email, which eliminates the need for an active telephone line. For troubleshooting, EMC support engineers must dial back into your system, which requires the use of ESRS or WebEx.

5.4 LACK OF CONNECTIVITY

To enable an optimal support experience, EMC recommends you establish an ESRS connection between your EMC platforms and EMC's technical support center. Or, you may choose one of the alternative connectivity options mentioned in Section 5.3 of this Guide.

Please note that EMC may assess a surcharge in accordance with EMC's then-current standard rates if the customer chooses *not* to establish and maintain remote connectivity with EMC using EMC's remote support features.

6. SERVICE REQUEST RESOLUTION PROCESS

When opening a Service Request, we recommend you use EMC Online Support. Leveraging this interface enables you to:

- Save your contact and site information to expedite Service Request initiation
- Submit the issue description and its impact in your own words
- Add stored environment configurations to your Service Request
- Attach useful files to aid in issue diagnosis
- Set up notifications so you will automatically receive status updates
- View Service Request status and submit updates

Prompt resolution of your technical issues and questions requires your active participation with EMC Customer Support. This section provides process and best-practices information that can accelerate issue resolution and enhance your support experience.

6.1 CREATING A SERVICE REQUEST

Your resource for opening a Service Request is the EMC Online Support site (https://support.emc.com). Instructions on how to access the EMC Online Support site are located in Section 4 of this guide. We highly recommend you review that section *first* before creating an EMC Service Request.

Within the EMC Online Support site, there are many different ways you can initiate a Service Request. No matter what method you choose, you will need the following information available when you open a Service Request.

Customer Information:

- Your EMC Site ID or company name and address where the product is installed
- Your name, phone number, and email address

Product Information:

- For EMC systems: Serial number and product name
- For EMC software: Host ID or product name and product version

Issue/Question information:

- Description of the issue or question, including specific information such as symptoms and frequency of error condition
- Diagnostic information, such as error messages, error logs, traces, and diagnostics. Product-specific diagnostic tools are available on the EMC Online Support site homepage (Product and Support Tools).
- Environmental information, such as operating system, networking components, and software running when the issue occurred. Maintaining your system environment information on the EMC Online Support site can eliminate this step in the data collection process.
- Environment changes: possible issue sources such as hardware, software, and network changes and upgrades; introduction of new applications or processes into the system environment; and recent configuration changes

Once a completed Service Request is received by EMC, you will be provided a Service Request number and, if opened by telephone, the anticipated callback time based on the Severity Level and your EMC Support Option. See Section 3.1 for Severity Level descriptions.

Tip: Saving your host information on the EMC Online Support site will speed the creation of your next Service Request.

Tip: If enabled, EMC Secure Remote Support may have already detected and reported your error condition to EMC. You can easily check by viewing your open Service Requests on the EMC Online Support site.

6.2 ISSUE ANALYSIS

EMC Customer Support will review the information provided and investigate solutions for your Service Request. Our first step in the issue resolution process is the triage and assignment of your Service Request to a technical support engineer.

Your engagement with EMC's technical support engineer is required to assist with prompt resolution. We may need to contact you for additional information concerning your Service Request and to assist in issue diagnosis with the use of diagnostic tools. Your participation in the Service Request process includes adherence to time commitments for issue analysis activities and the provision of up-to-date contact information to EMC Customer Support.

Throughout the issue analysis and diagnostic process, EMC Customer Support will endeavor to keep you informed of the status.

6.3 MULTI-VENDOR SUPPORT

Tip: Use the E-Lab Issue Tracker on the EMC Online Support site to get an up-to-date status and information on issues reported by customers, partners, or EMC employees that could impact your operations.

EMC understands that a multi-vendor environment may be one element of your information infrastructure. To enable seamless initiation of your Service Requests in a multi-vendor environment, EMC has Cooperative Support Agreements (CSAs) in place with hundreds of other information technology vendors, including leading application, database, and information management providers.

Once your Service Request has been identified as requiring engagement from one of our cooperative support partners, your EMC technical support engineer may engage the other vendor(s) on your behalf to initiate the Service Request. These formalized processes between EMC and our cooperative support partners are intended to help facilitate a faster, more coordinated response. **You may need to provide EMC with information to expedite coordination with the cooperative support partner(s) that EMC is engaging on your behalf.** EMC may first request that you open a Service Request directly with the vendor, and then provide EMC with the case information and any call troubleshooting details. In all cases, if it is determined that the issue resides with the other vendor, that vendor will have sole responsibility for the diagnosis and resolution of your issue.

6.4 ISSUE RESOLUTION PROCESS

A variety of factors can contribute to hardware and software issues. The EMC Customer Support staff strives to provide a timely response to such issues that may include providing you with information, workarounds, configuration changes, software fixes, or replacement of parts or components. The following provides additional details regarding software fixes and parts replacements.

6.4.1 Software Issue Resolution

The preferred delivery mechanism for software fixes is a Service Pack or product enhancement releases that represent the most complete and current version of the product. These are available for software products covered by a current EMC maintenance contract from the **Downloads** section of the EMC Online Support site.

Requests for new fixes—In the event of a product defect being determined by EMC Customer Support, an incident will be opened by EMC Customer Support with the EMC product engineering team. This defect may be escalated, if determined appropriate by EMC, based on the Severity Level of the incident.

- **Severity Level 1 Defects** are prioritized and may (at EMC's discretion) result in the delivery of a patch/hotfix if a reasonable workaround cannot be identified. Note: hotfixes and patches have a limited lifespan and support duration. They are intended for short-term use only.

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- **Severity Level 2 Defects** are typically prioritized for correction in the next Service Pack.
- **Severity Level 3 and 4 Defects** are reviewed for correction to be included in future product release cycles, as deemed appropriate by EMC.

6.4.2 Hardware Resolution and Onsite Resources

Most hardware Service Requests are identified, diagnosed, and resolved remotely using EMC Secure Remote Support tools and technology (See Section 5 for information concerning EMC Secure Remote Support). If your Service Request requires parts replacement or additional hardware diagnostics that cannot be performed remotely, it will be escalated to a field engineer. Note: you must have a Support Option that includes Onsite Support (Premium or Enhanced Support Option). The field engineer may perform additional remote diagnostics prior to contacting you to schedule an onsite visit. These diagnostics can help determine whether parts or troubleshooting tools may be required to address your issue once the field engineer is onsite.

6.4.2.1 Scheduling the Onsite Visit

The field engineer will contact you to schedule the repair in accordance with the response objectives set forth in your EMC Support Option. Non-urgent service visits will be scheduled during Business Hours (as defined in Section 3.3 of this document). When parts are required, your field engineer will endeavor to plan the visit to coincide with the part delivery or bring the required parts with him/her. You or a member of your staff must be onsite unless you have arranged access privileges for EMC in advance.

6.4.2.2 Resolution Process

Once onsite, the field engineer will engage with your team and EMC Customer Support to diagnose and resolve the issue, which may include ordering additional parts. If the repair requires system downtime, the field engineer will work with you to schedule downtime or a return visit during scheduled downtime. Additional onsite and/or remote resources may be required to resolve the Service Request.

6.5 SERVICE REQUEST CLOSURE

The active participation between you and EMC Customer Support extends to Service Request closure. After EMC provides a resolution recommendation to your Service Request, we will engage you to verify that the response has addressed your reported issue. If EMC Customer Support is unable to contact you after three (3) contact attempts over a one (1) week period, we will independently close the Service Request. Your Service Request will be available on the EMC Online Support site and will reflect these updates. If you feel the issue is not resolved, you have the opportunity to reopen the original Service Request within ten (10) days.

6.6 SERVICE REQUEST RESPONSE EXAMPLE

Following is an example of the Service Request process for a customer with an Enhanced Support Option, who is opening a Service Request regarding **a single** disk drive failure (Severity Level 3).

THURSDAY	
6:00 p.m. local time	Customer logs a Service Request after running the Drive Replacement Utility (DRU), which indicates a drive needs to be replaced by the customer.
7:00 p.m. local time	EMC customer service technician reviews Service Request and DRU output and identifies the replacement part required. Replacement part is ordered.
MONDAY	
8:00am – 5:00pm local time	Part arrives.

For more information on EMC's next-business-day shipping details, please review Section 3.5.3 of this Guide.

6.7 SCOPE OF EMC CUSTOMER SUPPORT

EMC Customer Support provides warranty, maintenance, and support related assistance for Service Requests related to EMC products. For questions or inquiries outside the scope of warranty or maintenance, please see the contact list below.

INQUIRY TOPIC	RESOURCE
Issue isolated to non-EMC product	Please contact your product vendor's support organization directly.
Performance tuning, capacity planning, application development	Contact your EMC sales representative or EMC service manager.
Software license key activation	License key assistance is available on the EMC Online Support site at Service Center > Product Registration & Licenses.
Installation and upgrade assistance when not included in your EMC product purchase or your EMC Support Option	Contact your EMC sales representative or EMC service manager.

6.8 EMC CUSTOMER SATISFACTION SURVEYS

EMC periodically conducts customer surveys to measure customer satisfaction. As an EMC customer, you may receive two different surveys—the Global Customer Satisfaction (CSAT) Survey and the Services Transaction Survey (STS). If you are invited to participate in the EMC customer survey, please respond so your valuable feedback can contribute to our improvement efforts.

6.8.1 Share Your Support Experience on ECN

Another way you can provide feedback on your EMC support experience is on the EMC Community Network (ECN). Within the Support Community, we have created a forum called "Your Support Experience." This forum is intended to provide information about EMC Customer Support Services, as well as to serve as an outlet for you to voice your feedback on EMC's performance during any of your service events. Your assessments and suggestions will be carefully reviewed as we continually strive to improve Customer Support Services at EMC.

https://community.emc.com/community/support/your_support_experience

7. ESCALATING A SERVICE REQUEST

You can request Service Request escalation for a variety of reasons, including:

• You are not satisfied with the progress of your Service Request

• The business impact of your Service Request has changed

7.1 REQUESTING ESCALATION

You can escalate a Service Request at any time either by speaking directly with the technical support engineer assigned to your Service Request or by requesting to speak with the manager on duty. For Severity Level 1 Service Requests, we highly recommend that you contact EMC Customer Support by telephone for escalations (Please refer to the contact information in Section 9). This will expedite getting your request to the appropriate EMC resource(s).

For Service Requests that involve the dispatch of onsite support, you can discuss your concerns with the assigned field engineer. Your field engineer can engage the field service manager to evaluate the situation and determine next steps. If your field engineer is not available, call EMC Customer Support and your escalation call will be directed to your field service manager.

7.2 ESCALATION PROCESS

Once an escalation request has been made, the manager on duty will evaluate the situation and determine the appropriate resources to assign. Typically, a Customer Support Manager with experience in the type of situation being encountered will be assigned as the primary point of contact for the issue and will coordinate with all parties involved. The Customer Support Manager will set up a conference call with the appropriate parties to outline the action plan and begin troubleshooting the situation. The EMC Customer Action Committee is made aware of all escalations and the current status on a daily basis. The Customer Action Committee is a cross-functional team of EMC Customer Support management, Engineering, and Corporate Quality. They will work with the Customer Support Manager and technical support engineers to engage the appropriate resources, facilitate communication, and develop an action plan to expedite EMC's response. If you have an EMC Service Account Manager or EMC Designated Support Engineer, they will be engaged as part of the Customer Action Committee.

As the escalation is initiated, the assigned technical support engineer and Customer Support Manager will work with you to determine an appropriate communication plan, including communication mode (email, phone call, or reoccurring conference call), frequency, and required attendees for all updates. Customer Action Committee members may attend scheduled conference calls if EMC deems it necessary to coordinate a resolution.

If you are concerned with the current state of an escalation, or the situation has changed, please inform your assigned technical support engineer or the Customer Support Manager on duty immediately. He/she will inform the management team, who will decide upon next steps and/or additional resources, which may be required (if any) to address the situation.

8. RENEWAL OF CUSTOMER MAINTENANCE AGREEMENTS

We recommend annual reevaluation of your maintenance and support coverage and a review of available Support Options to determine whether your coverage meets your current business requirements.

8.1 FREQUENTLY ASKED QUESTIONS RELATED TO MAINTENANCE AGREEMENTS

I have recently purchased EMC software and EMC maintenance to cover this software. When does the maintenance period begin?

For most of EMC's software products, software-related maintenance that is ordered at the same time as the license for such software commences on the date of shipment of the physical media or electronic availability of the software, and continues for the period specified on the EMC quote. Renewals of software maintenance typically commence and expire in accordance with the dates on the applicable EMC quote.

How can I determine the EMC Support Option for my product?

The first place to start is with your purchasing agent to advise on the EMC Support Option. If he/she does not know which EMC Support Option applies, your EMC sales representative or EMC Reseller should have a copy of the product or maintenance renewal quote that references the applicable EMC Support Option for your EMC product.

Whom should I contact if I am interested in renewing or upgrading my support?

EMC Maintenance Renewal account managers are available to assist you and can be contacted using the email addresses in Section 8.2.

What happens if I let my EMC maintenance lapse?

If you wish to reinstate EMC maintenance for an EMC product that is not under a current maintenance contract, then such reinstatement is subject to both (i) the amount EMC would have normally charged had EMC maintenance been in effect during the period of the lapse, and (ii) a reinstatement/recertification fee at EMC's then-current Time and Materials rates and conditions. We encourage you to maintain active maintenance coverage to secure your investment in EMC products.

8.2 MAINTENANCE RENEWAL ACCOUNT MANAGERS

For more details regarding any EMC Support Option, please contact EMC Maintenance Renewals. To facilitate effective and efficient processing, our Maintenance Renewal account managers are aligned by geography and product categories as outlined below.

INFORMATION INTELLIGENCE GROUP SOFTWARE	**AMERICAS**	
	IIG_IS_Renewals@emc.com	Content Management Products, excluding ApplicationXtender
	IIG_IS_Renewals_AX@emc.com	ApplicationXtender
	ASIA PACIFIC	
	IIG_APJ_Renewals@emc.com	All Content Management Products
	EUROPE, MIDDLE EAST, AND AFRICA	
	IIG_EMEA_Renewals@emc.com	All Content Management Products
ALL OTHER EMC HARDWARE AND SOFTWARE	MaintenanceRenewals@emc.com	

9. CONTACT SUMMARY INFORMATION

There are various channels for contacting EMC Customer Support:

EMC ONLINE SUPPORT

(http://support.emc.com)

LIVE CHAT (AVAILABLE ON THE EMC ONLINE SUPPORT SITE)

•   For quick answers to technical and support questions

SERVICE CENTER ON THE EMC ONLINE SUPPORT SITE

•   For Service Request creation and management

•   For site account management

•   For product enhancement requests

•   For assistance with registration of EMC "Customer-installable" equipment platforms

TELEPHONE (EXCEPT FOR LICENSING OR INSTALL BASE MANAGEMENT ISSUES RELATED TO EMC CONTENT MANAGEMENT, ARCHIVING, AND BACKUP AND RECOVERY SOFTWARE; SEE BELOW)

•   United States: 1-800-782-4362 (1-800-SVC-4EMC)

•   Canada: 1-800-543-4782 (1-800-543-4SVC)

•   Worldwide: +1-508-497-7901

•   Local country support numbers:

    http://www.emc.com/contact-us/contact-us.esp

TELEPHONE (FOR LICENSING OR INSTALL BASE MANAGEMENT ISSUES RELATED TO EMC CONTENT MANAGEMENT, ARCHIVING, AND BACKUP AND RECOVERY SOFTWARE)

•   Americas and Australia: +1 408-566-2000, option 3, option 2

    If Reception answers, please request the "Licensing Department"

•   Europe, Middle East, and Africa: +353 (0) 21-487-9862

•   Asia: +353 (0) 21-487-9883

RECENT EMC ACQUISITIONS

•   http://www.emc.com/contact-us/contact/support-contact-info-customers-acquisitions.htm

EMC believes the information in this publication is accurate as of its publication date.

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www.EMC.com

EMC²

CUSTOMER SUPPORT SERVICES

Providing support your way.
Any time. Any channel. Anywhere.

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EMC CUSTOMER SUPPORT SERVICES: A UNIQUE BLEND OF PEOPLE, PROCESS, TECHNOLOGY, AND PARTNERSHIPS

We are committed to customer support. Our global network of support professionals and authorized partners is working around the clock to deliver the resources, knowledge, and expertise you need—whenever, wherever, and however you need them.

PEOPLE

We have more than 7,000 support professionals in over 620 service locations throughout more than 150 countries—all trained and certified in EMC information infrastructure technology, spanning both physical and virtual IT environments. EMC customer support engineers have an average of eight years of experience with multiple industry certifications, and many have achieved EMC® Proven™ Professional certification—the highest technical certification in the industry.

PROCESS

If you contact us with a service request, we follow the same proven processes around the globe to ensure a consistent support experience. We utilize a comprehensive knowledgebase of technical best practices to help provide fast answers. If your case requires additional follow-up, you have the option to define the severity level of each incident in order to drive the required response. Our escalation management teams coordinate resources, set action plans, and track progress to resolution. If necessary, our comprehensive root-cause analysis provides a detailed description of the issue to avoid future incidents. In addition, we regularly seek customer feedback and use voice-of-the-customer metrics to continuously improve your support experience and provide proactive service.

TECHNOLOGY

Technology is infused into every step of the support process to make it fast and easy to get help, and to maximize the speed and quality of our response. Our nine Global Technical Support Centers utilize sophisticated technology to remotely monitor and repair your EMC systems, and to ensure service requests are quickly routed to the right resource. If onsite dispatch is required, our support centers and logistics organization coordinate scheduling of resources and parts delivery. Online support tools enable you to manage service requests, engage in support community forums, chat with technical support engineers, register products, and access diagnostic tools. Our unique EMC E-Lab™ tests multivendor infrastructures for interoperability to ensure optimal performance of your IT environment.

PARTNERSHIPS

Global partnerships with other technology leaders that leverage EMC infrastructure and intellectual property enable us to deliver innovative joint solutions. If a multivendor issue does arise, we have over 650 cooperative support agreements in place to share information and quickly resolve complex support and interoperability issues. We also have joint escalation centers with other leading technology vendors to ensure technical readiness and provide a dedicated escalation path. Our experience with the Virtual Computing Environment (VCE)—a collaboration between VMware®, Cisco, and EMC—has amplified EMC's expertise in virtualization, networking, and converged infrastructure.

EMC SUPPORT OPTIONS

EMC Support Options are your access to the industry's leading customer support experience. Backed by the trusted expertise of our global network of support professionals, we use proven processes and innovative service tools to help you achieve business objectives. We offer you three clear choices—Basic, Enhanced, and Premium—to meet a range of application and business requirements. Select the right EMC Support Option for your applications and information infrastructure to complement the needs and skills of your organization.

Basic Support Option—Business hours support essentials, including technical support, delivery of replacement parts, rights to new software releases, and 24x7 access to online support resources.

Enhanced Support Option—24x7 support for production environments, including around-the-clock technical support, next business day onsite response, proactive remote monitoring and resolution, and installation of non-customer replaceable units.

Premium Support Option—Mission-critical support for fastest resolution, including 24x7 technical support and monitoring, priority onsite response for critical issues, installation of operating environment updates, and installation of all replacement parts.

	BASIC Business Hours Support Essentials	ENHANCED 24x7 Support for Production Environments	PREMIUM Mission Critical Support for Fastest Resolution
Installation of operating environment updates			✔
24x7 remote monitoring and repair		✔	✔
Onsite response with parts installation		NBD*	24x7x4**
Replacement parts delivery	NBD	NBD	24x7x4**
Global technical support***	9x5	24x7	24x7
Rights to new releases of software	✔	✔	✔
24x7 access to online support tools	✔	✔	✔

* Non-CRU (customer replaceable units) only
** Severity 1 issues (severity 2 = within 12 hours, severity 3/4 = next business day)
*** See Service-Level Objectives table for detailed response objectives

This chart is provided for informational purposes only and shall not have any binding effect on EMC. The specific details of EMC's warranty and maintenance offerings are set forth on the applicable EMC website, currently located on the product notice page, and shall control in case of any discrepancy with the information on this page.

SERVICE-LEVEL OBJECTIVES (SLO)

	Severity 1: Critical	Severity 2: High	Severity 3: Medium	Severity 4: Request
Basic	Remote SLO: 2 hours (9x5)	Remote SLO: 4 hours (9x5)	Remote SLO: 8 hours (9x5)	Remote SLO: 12 hours (9x5)
Enhanced	Remote SLO: 1 hour (24x7) Onsite SLO: NBD	Remote SLO: 3 hours (24x7) Onsite SLO: NBD	Remote SLO: 4 hours (9x5) Onsite SLO: NBD	Remote SLO: 10 hours (9x5) Onsite SLO: NBD
Premium	Remote SLO: 30 minutes (24x7) Onsite SLO: 4 hours (24x7)	Remote SLO: 2 hours (24x7) Onsite SLO: Within 12 hours (24x7)	Remote SLO: 3 hours (9x5) Onsite SLO: NBD	Remote SLO: 8 hours (9x5) Onsite SLO: NBD

Onsite SLO is for hardware and appliances only (customer location must meet radius requirements)
NBD = Next Business Day

Features not included in your EMC Support Option are available for purchase:

Time and Materials (T&M) provides the option to purchase EMC support services for activities that are not included in your EMC warranty or maintenance agreement.

Service Event Packs address service events through a flexible, streamlined procurement process without having to open a new purchase order for each event.

T&M and Service Event Packs are available for activities such as:

• Installation of new software releases
• Installation of replacement parts
• Onsite troubleshooting

SUPPORT OPTION FEATURES

Each feature within the EMC Support Options portfolio provides a clear and distinct value proposition for your organization. Descriptions of these features are included below:

Installation of operating environment updates—Our team of upgrade experts will install all of your operating environment software updates. This feature is available with Premium Support.

24x7 remote monitoring and repair—Sophisticated remote support technology securely monitors your EMC systems and enables remote issue resolution before your business is impacted. This feature is available with Premium and Enhanced Support.

Onsite response with parts installation—Onsite dispatch as needed for parts installation. This feature is available for all parts with Premium Support (four hour objective for severity 1, within 12 hours for severity 2, and next business day for severity 3 and 4), and non-CRU (customer replaceable unit) parts with Enhanced Support (next business day). To meet service-level objectives, you must be located within a 100 mile/160 km radius and in the same country as an EMC service location.

Replacement parts delivery—If a part needs to be replaced for any reason, we will provide replacement parts that have undergone the same rigorous testing process as brand new EMC systems. This feature is available with Premium Support (four-hour objective for severity 1, within 12 hours for severity 2, and next business day for severity 3 and 4), and Enhanced or Basic Support (next business day). To meet service-level objectives, you must be located within a 100 mile/160 km radius and in the same country as an EMC service location.

Global technical support—You have the ability to engage with us in a wide variety of languages through any channel: online chat, web, or telephone. This feature is available on a 24x7 basis with Premium and Enhanced Support, and a 9x5 basis with Basic Support.

Rights to new releases of software—We will provide new software releases with improved features and important fixes to address your evolving business needs.

24x7 access to online support tools—Online support tools provide fast access to information on EMC products and services:

• Search EMC's technical and support knowledge repository to quickly get the information you need
• Connect with EMC users and experts through Support Community Forums
• Register software, obtain license keys, and download product enhancements, patches, and upgrades
• Gain access to the EMC E-Lab for interoperability and product lifecycle information
• Engage live chat agents for the fastest response to technical and support questions
• View and track your service requests anytime, anywhere with the EMC Support App

EMC PERSONALIZED SUPPORT SERVICES

EMC Personalized Support Services can be added to the product warranty or Support Option to tailor your EMC support experience. Many of EMC's Personalized Support Services provide a single point of contact who is familiar with your environment and will help you reach business and operational objectives. With these advanced offerings, you can choose benefits such as an increased focus on a particular product or technology, a single point of contact to manage service requests, and additional features that align with your unique requirements.

Service	Description
Service Account Manager (SAM)	Coordinates support of your EMC information infrastructure, drives proactive support activities, and accelerates problem management for the most complex EMC information environments
Technical Account Manager (TAM)	Provides a technically-oriented service and support contact, focused on a specific technology area within the EMC portfolio
Designated Support Engineer (DSE)	Provides a designated product-focused support expert who has in-depth knowledge of your EMC product environment
Software Upgrade Service	Offloads the preparation, delivery, and post-work associated with upgrades for selected customer upgradeable EMC software products
Secure Select Support	Addresses high security requirements with remote technical support provided by U.S. citizens located on U.S. soil
Extended Support Service	Continues essential break/fix and technical support for selected EMC products after standard warranty and maintenance coverage are no longer available
Part Retention Service	Protects your sensitive data and enables operation of a more secure data center by retaining key EMC hardware components

We recommend annual re-evaluation of your maintenance and support coverage to determine whether your coverage meets your current business and application requirements. If you have questions about renewing your maintenance agreement, please contact us at:

MaintenanceRenewals@emc.com.

Please refer to the EMC Product Warranty and Maintenance Table on EMC.com to determine which Warranty and Support Options are available for specific EMC products.

LOOK TO EMC GLOBAL SERVICES TO DELIVER RESULTS

EMC Global Services provides the strategic guidance and technology expertise organizations need to address their business and information infrastructure challenges and derive the maximum value from their information assets and investments. We are committed to exceptional total customer experience through service excellence. Our 15,000+ professional and support service experts worldwide, plus a global network of alliances and partners, leverage proven methodologies, industry best practices, and experience and knowledge derived from EMC's 33-year information-centric heritage to address the full spectrum of customer needs across the information lifecycle: strategize, advise, architect, implement, manage, and support.

CONTACT US

To learn more about EMC Customer Support Services, visit: www.emc.com/support, or contact your local EMC representative.

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EMC SELECT PRODUCTS

The table below sets forth the manufacturer's website address for the applicable EMC® Select Product. Information on warranty, maintenance, and other related information is available directly from these websites.

No warranty is provided by EMC on EMC Select Products. EMC Select Products are warranted solely by the applicable manufacturer.

EMC SELECT PRODUCT AND WEBSITE INFORMATION

Acuo-Tech	http://www.acuotech.com/index.php/company/support
AFORE Solutions	http://www.aforesolutions.com/resources/support/
Agfa	http://www.agfahealthcare.com/global/en/main/landing/index.jsp
Aspera	http://asperasoft.com/en/support_sections
ATTO Tech	http://attotech.com/support/index.html
Axxana	http://www.axxana.com/SUPPORT
Beach Street Consulting	http://www.beachstreet.net/
Brocade	http://www.brocade.com/services-support/returns-warranties/index.page
BRT, Inc.	http://www.brtsi.com/drupal/?q=contact_brt
BTM	http://www.btmsoftware.eu/Support/
Carahsoft	http://www.carahsoft.com/emc/index.php
Ciena	http://www.ciena.com/support.htm?src=nav%20
Courion	http://support.courion.com/
CVISION	http://www.cvisiontech.com/support/general/submit-a-ticket.html?lang=eng
Datadobi	http://www.datadobi.com/support
Emulex	http://www.emulex.com/support/support.jsp
EnChoice	http://www.enchoice.com/Support/Overview.aspx
Euroscript	http://www.euroscript.com/global/en/128.html
fluid Operations	http://www.fluidops.com/support/
Image Access	http://www.imageaccess.us/index.php?lang=en&page=SupportContact
Informatica	http://www.informatica.com/support
J4Care	http://www.j4care.com/J4Care/Contact
Kroll Ontrack	http://www.krollontrack.com/support/
Lenovo / EMC	http://support.lenovo.com/en_US/
Merge	http://www.merge.com/Support.aspx
Metalogix	http://metalogix.com/Support/Product-Support.aspx#ContactSupport

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Northern Parklife	http://www.northern.net/en/Training--Support/Overview/
NTP Software	http://www.ntpsoftware.com/support/default.aspx
Panduit	http://www.panduit.com
Precise	http://precise.com/support/
Predixion	http://www.predixionsoftware.com/predixion/SupportTraining.aspx
Prime Recognition	http://www.primerec.com/support.htm
QLogic	https://support.qlogic.com/app/home
Reveille Software	http://www.reveillesoftware.com/emcpartners/index.php
Riverbed	http://www.riverbed.com/us/support/
SDL	http://www.sdl.com/en/language-technology/support/
ServiceMesh	http://www.servicemesh.com/services-and-support/
Seven10	http://seven10storage.com/support/
Silver Peak	http://www.silver-peak.com/Support/index.asp
Spectra Logic	http://www.spectralogic.com/index.cfm?fuseaction=support.showContentAndGrandchildren&CatID=233&src=header
SunGard	http://www.sungardas.com/Company/ContactUs/Pages/ContactUs.aspx
Syncplicity LLC	http://www.syncplicity.com/support
TeraMedica	http://www.teramedica.com/services/technical-support
Varonis	http://www.varonis.com/services/support/index.html
Vello Systems	http://vellosystems.com/services/
Virtual Instruments	http://www.virtualinstruments.com/support
VMware	http://www.vmware.com/support/

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RSA CUSTOMER SERVICE

EMC's Security Division, RSA, is committed to delivering high-quality products and support to our customers and partners. Across 11 countries, RSA's 15 global support locations, staffed by over 220 employees, can enhance customers' security solution with a comprehensive support plan that provides important security alerts, valuable upgrades, and access to expert advice. RSA provides the resources customers need to quickly and proactively resolve product-related issues and questions for business continuity.

Support Plans

- Basic. This value-based option is ideal for non-mission-critical environments where business-hours remote support meets customers' needs. With Basic Support, customers are in complete control of onsite service execution from installation to software upgrades. RSA Customer Support professionals will help customers troubleshoot their problems and provide customers with patches and updates. As with all service levels, customers can report problems, troubleshoot and get online help around the clock through SecurCare Online. Plan features include: patch, maintenance, and major releases of software at NO ADDITIONAL CHARGE; 24x7 access to RSA SecurCare Online (separate registration required); and Technical telephone support from 8 a.m. to 5 p.m. customer local time, Monday through Friday (except RSA-designated company holidays). Note: Basic Support is not available for all RSA products.
- Enhanced. Enhanced Support delivers 24x7 around-the-clock remote support and access to RSA's global network of support centers for troubleshooting. Leverage our Secure Remote Support to ensure customers issues are proactively managed in our Global Support Centers. Plan features include all the above, PLUS Technical telephone support 24 x 7 x 365.
- Personalized. RSA Personalized Support Options are designed to complement RSA service contracts with access to technical experts any time, day, or night, and provide customers with a strategic personalized support relationship. With RSA Personalized Support Options, organizations can enjoy a support relationship with RSA that encompasses the entire product life cycle - from initial product integration to ongoing implementation.

RSA SecurCare Online (SCOL)

RSA SCOL is the e-support system that provides with unlimited access to a wealth of resources on the Web, 24 hours a day. This easy-to-use, secure system is a fast, intuitive way to manage cases, locate technical support solutions, download current patches and bug fixes, access complete online documentation and more. RSA SecurCare Online offers State of Utah access to the same knowledge-base as the RSA Technical Support team, ensuring that customers can gain high quality, practical solutions to real-world problems. Moreover, with the ability to download free patches and security fixes, customers will dramatically reduce the time and cost of maintaining their security solution for maximum protection.

Escalation

In the event that a case needs to be escalated, our senior technical staff is ready and available to quickly bring the issue to closure. A manager is assigned to every escalation to oversee the case from a holistic viewpoint. The manager is responsible for evaluating the situation, facilitating the issue at a global level, and acting as an advocate on customers' behalf. RSA uses a "24x7x365 follow-the-sun" process to hand off cases among our customer support centers, ensuring that a customer's case is worked on around the clock.

- Standard non customized Training

EMC offers a broad range of standard non-customized training, from VMware server virtualization integration, to EMC storage platforms, to data deduplication, to ITIL that will increase the productivity of customers IT infrastructure team.

TRAINING DELIVERY MODES

The key advantage of blended learning is flexibility. Choose the learning mode that best fits customers learning style, time constraints, and budget.

- Video Instructor-Led Training (Video ILT)—Top-instructor-delivered, Instructor-Led Training (ILT), delivered online, on-demand in streaming format, with an intuitive navigation menu. Lecture content, lab exercises, and student materials are identical to the ILT.
- Instructor-Led Training (ILT)—Traditional classroom training, with hands-on labs or case-studies, delivered at one of our many training centers worldwide, by a highly qualified EMC instructor.
- Online Instructor-Led Training (Online ILT)—A real-time interactive training experience where students participate online to access the instructor-led virtual classroom. Lecture, discussion, questions and answers, and lab exercises make this a rich and flexible training experience.
- e-Learning—Self-paced training, generally one to three hours which can be accessed directly over the Internet or downloaded to customers PC for use at customers convenience. Also includes downloadable and printable student guides that can be taken anywhere, anytime.

- Installation/de-installation

There are two ways in which the hardware product is packed and shipped. It is shipped completely installed and cabled in an EMC cabinet or it is shipped in multiple boxes for installation into a customer-provided cabinet.

Although the bulk of EMC software and hardware systems are customer installable and de-installable, EMC recommends that these tasks be performed by someone who has a general background in information technology. Prior training is not required for customer installable items

EMC offers a variety of for-fee installation and implementation services designed to assist customers in putting their products into production as quickly and efficiently as possible. The

same is true of de-installation, which can often be done by the customer but is available from EMC.

- Support

EMC support is a comprehensive offering which includes far more than break-fix services. The EMC Customer Support Portal is available at http://support.emc.com and provides a variety of support tools.

From this portal a customer can open a service request or enter into a live chat with a customer service representative. In addition a customer can use the Forums to tap into EMC technical experts' knowledge and experience as they share the latest relevant services and support knowledge. Using the People Directory, a customer can identify and network with industry and EMC peers of similar backgrounds and/or interests.

The Customer Support Forum includes access to information on a given product. It also offers topical white papers, "How To" documents, and informative notes to assist customers with becoming more effective at accomplishing their goals. Additionally, common tools and utilities are available that customers can use with their system, such as EMC Secure Remote Support (ESRS).

Please see *Table Item C.4 – Equipment and Services Overview* / Warranty - Break Fix – Non-Warranty for more information on EMC support services.

- Migration

EMC offers a variety of data migration for fee services. EMC also provides customers with a series of tools to use and Best Practices guides to follow that enable customers to maximize their return on investment in EMC technologies and increases the speed to deployment of solutions supporting business initiatives.

Examples of data migration guides specifying EMC Best Practices are:

- Migrating Data from an EMC CLARiiON Array to a VNX Platform using SAN Copy - http://www.emc.com/collateral/hardware/white-papers/h8173-migrating-clariion-vnx-san-copy-wp.pdf
- Data Migration Considerations: A Customer Engineering Residency – Best Practices Planning – http://www.emc.com/collateral/hardware/white-papers/data-migration-considerations-wp-ldv.pdf

EMC successfully migrates over 1 petabyte every month, and we are continuously enhancing our migration tools and resources to help customers plan and execute even the most complex technology and data migrations. EMC offers a range of service offerings to address very simple fixed price migrations or those which are customized and ultra complex.

EMC Migration Services deliver:

- Reduced risk and minimal system downtime during data and system migration.
- Minimized impact to service levels during upgrades.
- Early system success and time to value.

The process for performing a data migration is similar to other IT projects in that extensive planning follows a structured methodology. The phases that EMC would go through are:

- Phase 0: Assessment
- Phase 1: Planning and Design
- Phase 2: Change Control
- Phase 3: Migration execution
- Phase 4: Post-migration review

• System and Server Configuration

EMC provides service offerings that include the planning, design, configuration, and testing of an IT infrastructure. Such services would include the storage system hardware, storage and file-sharing protocols, networking (SAN, IP or FCOE) and switch configuration and successfully establishing system and server connectivity. In addition, system and server software installation is available for EMC host-based software.

EMC can provide robust and comprehensive services for all aspects of the implementation with which our products are related.

• Rack and Stack Configuration

EMC designs products for ease of use including rack and stack configuration. Many EMC hardware products are customer-installable and can successfully be racked and stacked utilizing the series of guides, instruction booklets and primers to assist customers in successfully installing those products purchased.

EMC offers a variety of for-fee installation and implementation services which include rack and stack services. These offerings are designed to assist customers in putting their products into production as quickly and efficiently as possible.

• Maintenance

EMC maintenance support includes comprehensive offerings that not only include how to fix a problem ("break-fix") but also provides tools for optimization of the product. These tools are available on the EMC Customer Support Portal at http://support.emc.com.

The EMC Customer Support Portal is your home base for managing and engaging with EMC support. This is a site where a customer can view and manage service requests. Historical insight of issues can lead to training opportunities or suggestions of additional functionality that might preclude future problems.

The My Support area of the Portal is a customizable support experience featuring proactive notifications based on the customer's environment and install base. EMC utilizes information about the customer site to provide notifications regarding product updates and fixes targeted specifically to the customer's infrastructure.

In the Downloads area of the Portal a customer can access downloads of their EMC products. This area allows a customer to get software updates, patches and tools and utilities that can fix issues or add new functionality to existing hardware and software.

Please see *Table Item C.4 – Equipment and Services Overview* / Warranty - Break Fix – Non-Warranty for more information on EMC Maintenance and Support.

- Custom Service Solutions

EMC PERSONALIZED SUPPORT SERVICES

EMC Personalized Support Services can be added to the product warranty or Support Option to tailor customers' EMC support experience. Many of EMC's Personalized Support Services provide a single point of contact familiar with customers' environment and who will help customers reach business and operational objectives. With these advanced offerings, customers can choose benefits such as an increased focus on a particular product or technology, a single point of contact to manage service requests, and additional features that align with customers' unique requirements.

Figure 12. EMC Personalized Support Services

Service Account Manager (SAM)	Coordinates support of your EMC information infrastructure, drives proactive support activities, and accelerates problem management for the most complex EMC information environments
Technical Account Manager (TAM)	Provides a technically-oriented service and support contact, focused on a specific technology area within the EMC portfolio
Designated Support Engineer (DSE)	Provides a designated product-focused support expert who has in-depth knowledge of your EMC product environment
Software Upgrade Service	Offloads the preparation, delivery, and post-work associated with upgrades for selected customer upgradeable EMC software products
Secure Select Support	Addresses high security requirements with remote technical support provided by U.S. citizens located on U.S. soil
Extended Support Service	Continues essential break/fix and technical support for selected EMC products after standard warranty and maintenance coverage are no longer available
Part Retention Service	Protects your sensitive data and enables operation of a more secure data center by retaining key EMC hardware components

- Recycling/disposal

EMC aims to meet the highest standards of environmental stewardship, maximize the economic value of returned products, and effectively manage risks associated with product end-of-life processes. Our global eWaste program looks to improve management of eWaste worldwide, both within EMC and externally, through partnerships and innovation. We offer product take-back to all of our customers to help ensure products are recycled or disposed of responsibly and in compliance with the law.

Please see *Table Item B.1 – Environmentally Preferable Purchasing Commitment* / End of Life Management for further information on EMC recycling policies.

-       Training and Certification

EMC Proven Professional is a structured competency-recognition program based on EMC's core technology or concepts and principles of technology in information storage and management.

Proven Professional Certification is the de facto learning framework used by EMC employees, our partners and customers to build and maintain technical knowledge and skills.

CERTIFICATIONS AND SPECIALTY COMBINATIONS

There are seven role-based tracks in the EMC Proven Professional program from which to choose. Within these specific tracks, customers will find multiple specialties from which to choose.

1. Cloud Architect (EMCCA)
2. Data Center Architect (EMCDCA)
3. Technology Architect (EMCTA)
4. Implementation Engineer (EMCIE)
5. Platform Engineer (EMCPE)
6. Application Developer (EMCApD)
7. System Administrator (EMCSyA)

PROGRAM STRUCTURE FOR CERTIFICATIONS

Most tracks and specialties have a three-tiered structure.

- Associate – Base concepts and principles of storage technology
- Specialist – Advanced level content in specific technologies, solutions or job role methodologies
- Expert – Highest level content on EMC solutions with Non-EMC Technology (Microsoft, Oracle, etc)

EMC Proven Professional certification has distinguished itself in two important ways. First, it is role-based, such as Technology Architect, Implementation Engineer, etc. While common elements and similarities exist for each job role, there are also clear distinctions between each role in performing specific duties required in an IT organization. EMC Education Services addresses this broad range of learning requirements through its modularized curriculum to suit an individual's learning needs.

Second, Proven Professional not only includes certifications that focus on specific EMC technologies, but also has introduced a layer that focuses on information storage technologies, processes, and practices. The program requires all certified individuals to demonstrate an understanding of information storage concepts and principles.

-       Other Services available as allowed in the solicitation

EMC offers a full suite of IT services for each stage of the technology deployment lifecycle:

- Assessment Services

- Design and Implementation Services
- Optimization and Validation Services
- Migration Services

Government organizations at all levels—federal, state, and local—are facing budget and resource constraints as they struggle to meet the mandates of an increasing number of efficiency and cost-savings initiatives. Whether shifting to a "cloud first" policy, reducing the number of data centers, or ensuring continuity of operations, customers will need to align IT and mission objectives.

EMC Consulting uses field-tested tools, proven methodologies, and best practices gained from engagements across both public and private sectors. With experience in delivering IT transformation projects to customers around the globe, we provide guidance on ways to modernize and streamline government IT infrastructure.

State agencies, like their federal counterparts, are facing pressure to modernize and streamline their IT infrastructure even as their budgets are reduced. They are increasingly following the lead of federal organizations to update assets and applications and consider which can be consolidated and potentially moved to alternate processing locations.

EMC Consulting helps state agencies make this transition. We work with customers to navigate an increasing number of mandates, higher transaction volumes, and overburdened and aging information assets.

Ensure business resilience with secure and compliant business processes, applications, information, and infrastructures. EMC Consulting combines industry expertise with business continuity and security capabilities to help organizations ensure governance, minimize risk, and demonstrate compliance.

Some areas of strong EMC expertise are:

- Assured Availability
- Business Continuity
- Fraud and Identity Management
- Governance, Risk, and Compliance
- Information Governance
- Managed Availability Services
- Mobile Device Security
- Backup, Recovery, and Archive Consulting

Table Item C.5 – References

Submit five (5) examples of current or previous states or other larger governmental entities and/or large educational institutions that have or are currently receiving similar products and services to those proposed by the Responder for this solicitation. List any contracts where the responder has been awarded a statewide price agreement for computer equipment by a central purchasing authority. These must be for Contracts that have been in place during the past three years. The information required in response to this specification should include the name and telephone number of the Contract Administrator, the dollar value of the Contract, plus the effective dates of the contract(s). The State reserves the right to contact these entities.

EMC Response:

Table 7. References

Reference – Contract #	Contract Administrator Name	Phone #	Contract $ Value	Contract Effective Dates
1.State of South Carolina – 5400002642	Sam Hanvey, CPPB Shanvey@itmo.sc.gov	(803) 896-5235	$14M Annually	October 4, 2013 – October 3, 2016
2. State of New York – PT60953	James Patrick - CPPB James.Patrick@ogs.ny.gov	(518)-408-1026	$17M Annually	March 05, 2004 - February 10, 2014
3. National PEPPM Purchasing Coop – PEPPM 2011	David Manney dmanney@peppm.org	(570) 523-1155 x2174	$3.6M Annually	January 1, 2011 – December 31, 2013
4. State of Florida – 250-000-09-1	David Bennett David.Bennett@dms.myflorida.com	(850) 921-4072	$13.5M Annually	September 8, 2008 – September 7, 2014
5. State of Mississippi – EPL 3658	Tina ONeal Tina.ONeal@its.ms.gov	(601) 432-8162	$3M Annually	July 1, 2011 – June 30, 2014

Table Item C.6 – Customer Satisfaction

Describe success in customer satisfaction. This could include current customer satisfaction statistics or survey results concerning the quality of the Products and services offered.

EMC Response:

Understanding and anticipating customer needs has been the keystone of EMC's success. Not only do we deliver products that meet customers' needs, but we also deliver them in a way that can help their journey to sustainability. Driving our efforts is the Total Customer Experience (TCE).

TOTAL CUSTOMER EXPERIENCE

Our TCE operating model is a company-wide commitment to exceed customer expectations for quality, service, innovation and interaction. One way this model comes to life is through the extensive Voice of The Customer survey which evaluates our entire relationship with customers. We use these findings to establish initiatives in critical areas, prioritize projects, and identify metrics and goals that are important to our customers. Within the survey, we explicitly request customers' views on sustainability concerns to ensure their voices are integrated into our strategy and programs.

A DISCIPLINED APPROACH TO CUSTOMER SATISFACTION

The EMC Customer Quality organization integrates the Total Customer Experience (TCE) program with programs such as Voice of the Customer and Six Sigma. The result is a disciplined approach to identifying and improving those aspects of our operations that matter most to our customers. This approach includes:

- Formal listening. Each quarter, EMC conducts three customer surveys: one geared to customer executives, a second for direct users of EMC products and services, and a third that gauges EMC performance against competitors. Responses to open-ended questions provide insights into what really matters to the customer. A "customer loyalty score" quantifies changes in the customer experience over time.
- Investing in what matters to government customers. The surveys identify internal processes that have the highest impact on the customer and measure customer satisfaction with processes and sub-processes. The survey data is mined to develop initiatives that tie customer priorities to specific goals and actions within business divisions.
- Delivering and measuring results. EMC established metrics to gauge success and measure executive performance. On a quarterly basis, the information garnered from listening to customers is brought to an Executive Summit. The most pressing customer issues are assigned to relevant business units in the form of specific quarterly goals.

CUSTOMER FORUMS

The Information Technology (IT) Leadership Council – formerly EMC Customer Council – is EMC's premier program to help customers accelerate their IT transformation. It helps EMC to share vision, validate strategy, and foster continuous engagement with EMC's most important constituents – our customers. In recent years EMC has hosted more than 100 IT leaders from around the globe to participate in unique peer-to-peer workshops. Customers have the opportunities to chart their IT strategy, understand EMC's architectural vision, engage with their peers and EMC executives, and deepen their relationship with EMC.

EMC COMMUNITY NETWORK

The EMC Community Network (ECN) on EMC.com launched in 2008 and continues to evolve as we head into 2014. The site is a social network that links stakeholders – our employees, customers and partners – who have common interests in collaborating and innovating on everything from EMC products to public sector industry practices. Members can find and share ideas through blogs, social networking tools and RSS feeds – providing a direct connection to our leaders, experts and products teams. More than 200,000 people have registered as members.

EXECUTIVE BRIEFING PROGRAM

EMC founded the worldwide Executive Briefing Program in 1994 and has since hosted more than 30,000 individual customer briefings across the globe. The briefings are designed to bring EMC government customers together with executives and experts, in order to encourage multi-way discussions about industry-leading technology and strategy. The meetings are catered to specific customer needs and market.

SECTION 3 D. RESPONSE REQUIREMENTS: CUSTOMER SUPPORT AND MASTER AGREEMENT MANAGEMENT

Confirm the responder meets, understands and will comply with the requirement by checking YES. Mandatory Requirements are indicated with "M" need to be checked yes. Describe FULLY and provide detail how the proposal satisfies each item.

Table D Indicating Compliance

D	RESPONSE REQUIREMENTS: CUSTOMER SUPPORT AND MASTER AGREEMENT MANAGEMENT	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
1	**ORDERING AND PAYMENT PROCESS.** The ordering and payment process for Products or Services is to be defined in the Participating Addendum. This process may be unique to each State.		YES ☒ NO ☐
2	**SALES SUPPORT TRAINING.** Detail how the responder will train sales staff and partners to ensure they are well versed in the terms and conditions of the WSCA-NASPO Master Agreement. Detail a remedy plan for sales staff and partners who do not comply with Master Agreement terms and conditions.	M	YES ☒ NO ☐
3	**CONTRACTING PERSONNEL.** Responder must provide contracting personnel to assist states with the completing and processing Participating Addenda. Experience has shown that an adequate number of trained contracting personnel are key to the success of a Master Agreement. Detail how many personnel will be dedicated to provide support to States in securing Participating Addendums with contracting personnel who understand the cooperative purchasing concepts and challenges of signing participating addendums with States who have a variety of additional terms and conditions. Detail how the Contract personnel are chosen and provided training.	M	YES ☒ NO ☐
4	**PRIMARY ACCOUNT REPRESENTATIVE.** Responders must provide a Primary Account Representative to work with the WSCA-NASPO Master Agreement Administrator on all aspects of the Master Agreement. This account representative is responsible for the performance of the Master Agreement and must provide timely response to all requests from WSCA-NASPO Master Agreement Administrator and Participating State. Detail how the account representative is chosen and provided training.	M	YES ☒ NO ☐

D	RESPONSE REQUIREMENTS: CUSTOMER SUPPORT AND MASTER AGREEMENT MANAGEMENT	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	NAME: Kristine French		
	TELEPHONE #: Direct: 916-797-7044 Toll Free: 877-598-4915 -option 2		
	EMAIL ADDRESS: Kristine.French@emc.com		
5	**COMPLAINT RESOLUTION.** Responders must thoroughly describe their procedures for addressing and resolving customer problems and complaints regarding service, equipment, or billing. Include timelines and escalation process.	M	YES ☒ NO ☐
6	**REPORTING.** Describe how Contract Vendor adheres to reporting requirements as stated in the Terms and Conditions and ensure accurate reporting to each State. The goals of reporting include: 1) Summary Reporting to calculate Administrative Fees to WSCA-NASPO and as required by Participating Entities 2) Detailed Product Reporting to manage contract to WSCA-NASPO and as required by Participating Entities Participating States may require additional reporting requirements and will address through their Participating Addendum. Responders must identify below a primary contact responsible for providing the mandatory usage reports	M	YES ☒ NO ☐
	NAME: Tiffany Pabst		
	TELEPHONE #: 916-797-6588		
	EMAIL ADDRESS: Tiffany.Pabst@emc.com		
7	**COMMERCIAL OFF THE SHELF AND OPERATING SYSTEM SOFTWARE**. Upon request the Software License Agreement is to be presented to the ordering agency at the time of quote. Provide updated releases of licenses originally purchased through the entire contract term if applicable. Provide details regarding operating system and maintenance updates on products sold and detail process to communicate updates to users.	**M**	YES ☒ NO ☐

D	RESPONSE REQUIREMENTS: CUSTOMER SUPPORT AND MASTER AGREEMENT MANAGEMENT	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
8	**WEBSITE.** Describe commitment to maintaining a website in adherence to the items provided below.Contract Vendors shall develop and maintain a URL to a web site specific to the awarded Master Agreement that MAY provide: • Copy of Solicitation & Response • Signed Master Agreement • Signed Participating Addendums • Designated Baseline price list (MSRP, List, Education) • Product and Service Schedule (PSS) • Product specifications, pricing, and configuration aids for the major product categories proposed that can be used to obtain an on-line quote, • Online ordering capability with the ability to remember multiple ship to locations if applicable to product • Service options, service agreements • Contact information for order placement, service concerns (warranty and maintenance), problem reporting, and billing concerns • Sales representatives for participating entities • Purchase order tracking • Links to environmental certification, including but not limited to take-back/recycling programs, EPEAT, Energy Star, etc. • Information on accessibility and accessible products If elements of the website require a secure log-in, Responder to provide listing of item that would require a secure sign-in option e.g. reprinting of invoices, or purchase order tracking. THE REQUESTED WCAG VPAT APPLIES TO THE RESPONDER'S WEBSITE TO BE OFFERED UNDER THE CONTRACT. Responder to provide completed VPAT forms found in the FORMS section of the RFP. The Master Agreement website shall offer twenty-four (24) hours per day, seven (7) days per week availability, except for regularly scheduled maintenance times. The website must be separate from the Contract Vendor's commercially available (i.e., public) on-line catalog and ordering systems. No other items or pricing may be shown on the website without written approval from the Lead State	M	YES ☒ NO ☐

D	RESPONSE REQUIREMENTS: CUSTOMER SUPPORT AND MASTER AGREEMENT MANAGEMENT	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	Within 30 calendar days of Master Agreement award, the Contract Vendor must provide a sample URL of the Master Agreement webpage to the Lead State for review and approval. The Lead State will review and determine acceptability of the website format and data. If the information is determined to be unacceptable or incorrect, the Contract Vendor will have 15 calendar days to provide revisions to the Lead State. Once the website is approved, the Contract Vendor may not make material changes to the website without notifying the Lead State and receiving written approval of the changes.		
9	**EMARKETCENTER.** The Contractor agrees to cooperate with WSCA-NASPO and SciQuest (and any authorized agent or successor entity to SciQuest) with uploading a hosted catalog or integrating a punchout site. Review the eMarket Center requirements provided on next page and confirm adherence.	M	YES ☒ NO ☐
10	**IMPLEMENTATION PLAN AND MARKETING METHODOLOGY**. Describe a thorough implementation rollout plan for the first year as part of the proposal. At a minimum, the response should include a description of the methodology (mailings, meetings, seminars, press releases, personal contacts) proposed, estimated dates and location of activities, including tasks to be performed and the timeframe for the completion of each task. Include sample rollout and follow-up marketing materials with their proposals. Responders are reminded that once a statewide participating addendum is in place, nearly every governmental entity, public school and university within the state may use the Contract Vendor's Master Agreement.		YES ☒ NO ☐
11	**ECOMMERCE.** Thoroughly describe the ability or commitment to accept and process purchase orders electronically, as well as online payment via a purchase card. The ability to provide electronic funds transfer and/or a seamless electronic interface to governmental accounting systems should be thoroughly described.		YES ☒ NO ☐
12	**EMPLOYEE PURCHASE PROGRAM:** Employee purchase programs are within the scope of this procurement. If provided for by an Entity's Participating Addendum, the Contractor may offer discounted products, within the scope of the contract, to employees of that WSCA participating entity as Individual Liable (IL) accounts ("Employee Purchase Program"). This may include, but not limited to Bring Your Own Devise (BYOD) programs. All terms and conditions, related to the Employee Purchase Program will be detailed in the entities Participating Addendum.		YES ☒ NO ☐

Table Item D.1 – Ordering and Payment Process

The ordering and payment process for Products or Services is to be defined in the Participating Addendum. This process may be unique to each State.

EMC Response:

EMC understands that the ordering and payment process for Products or Services is to be defined in the Participating Addendum. This process may be unique to each State.

Table Item D.2 – Sales Support Training

Detail how the responder will train sales staff and partners to ensure they are well versed in the terms and conditions of the WSCA-NASPO Master Agreement. Detail a remedy plan for sales staff and partners who do not comply with Master Agreement terms and conditions.

EMC Response:

EMC has developed a comprehensive WSCA-NASPO contract training course and will modify it to include changes for the new contract. EMC will give this training course on a quarterly basis to all approved EMC WSCA-NASPO VARs and EMC Account Managers to ensure they are well-versed in the terms and conditions of the WSCA-NASPO Master Agreement. This training course will detail a remedy plan for sales staff of EMC and EMC's Partners who do not comply with Master Agreement terms and conditions.

For EMC VARs:

1. The VAR, the EMC Account Manager and the EMC VAR Manager will be notified of the non-compliance.
2. An appropriate remedy will be conveyed to the VAR and a deadline for remedy.
3. A follow-up with the VAR on the deadline will be performed.
4. Should a VAR have a second violation or fail to remedy the first violation, they may be terminated from the contract.

For EMC Account Managers:

1. The EMC Account Manager and the EMC District Manager will be notified of the non-compliance.
2. The appropriate remedy will be conveyed to the Account Manager and the District Manager with a deadline for the remedy.
3. A follow-up will occur with the District Manager to ensure the deadline has been met.
4. Should the Account Manager have a second violation or fail to remedy the first violation, they may be removed from the account.

Table Item D.3 – Contracting Personnel

CONTRACTING PERSONNEL. Responder must provide contracting personnel to assist states with the completing and processing Participating Addenda. Experience has shown that an adequate number of trained contracting personnel are key to the success of a Master Agreement. Detail how many personnel will be dedicated to provide support to States in securing Participating Addendums with contracting personnel who understand the cooperative purchasing concepts and challenges of signing participating addendums with States who have a variety of additional terms and conditions. Detail how the Contract personnel are chosen and provided training.

EMC Response:

Detail how many personnel will be dedicated to provide support to States in securing Participating Addendums with contracting personnel who understand the cooperative purchasing concepts and challenges of signing participating addendums with States who have a variety of additional terms and conditions.

EMC's Strategic Contracts Program Office (SCPO), managed by Ms. Pamela Kunhart, resides within the State, Local Government and Education (SLED) organization of EMC and will manage and administer the WSCA-NASPO Master Agreement and all Participating Addenda. Please see the Figure below indicating the EMC WSCA-NASPO Program Office Organization.

Figure 13.   EMC WSCA-NASPO Program Office Organization
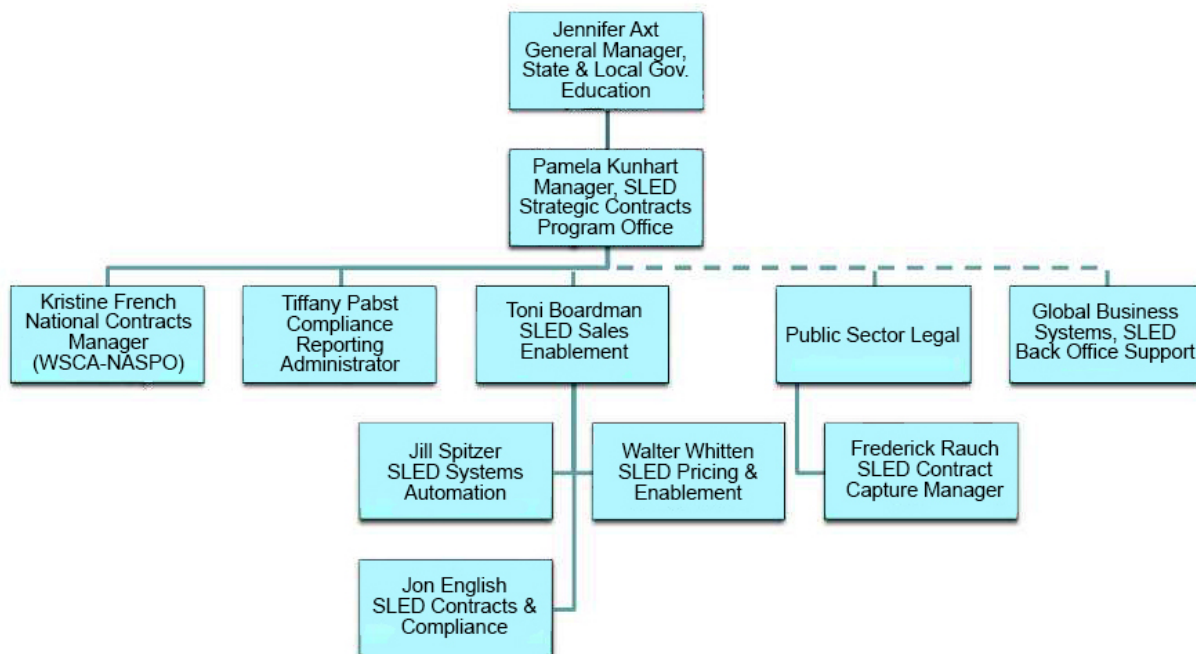
Dotted Line depicts indirect reports

On Ms. Kunhart's team are two persons dedicated to the WSCA-NASPO contract. Kristine French, WSCA-NASPO Contract Manager, will be dedicated to administering the WSCA-NASPO Computer Equipment Contract and will ensure WSCA-NASPO contract compliance at all times. Ms. French has 17 years experience managing and administering Public Sector Contracts. Ms. French will have the authority to enforce the scope of work, restrictions, and terms and conditions of the resulting contract. She thoroughly understands the Participating Addendum process as she was instrumental in negotiating the WSCA-NASPO 2009-2014

Master Agreement Extension with approximately 30 states and various local entities. She has also participated in negotiations of new Participating Addenda during her role as WSCA-NASPO Contract Manager at EMC.

Assisting the WSCA-NASPO Contracts Manager is Tiffany Pabst, a dedicated Compliance Reporting Administrator, tracking all orders, organizing any ad hoc report requests, and filing all required reports. She aids in managing the VAR Approval process and provides training for EMC Account Managers and EMC approved WSCA-NASPO VARs. Ms. Pabst utilizes the EMC Global Business Systems organization to compile compliance reports and assist with various other back office functions.

In addition to the dedicated personnel, Frederick Rauch, Contract Capture Manager, brings 25 years' experience in Public Sector Information Technology Contracting and assists the SCPO with contractual inquiries; and Toni Boardman's team located at corporate headquarters in Boston, assists with PSS updates, product categorization, pricing verification, back-office support, and compliance system automation. The EMC Public Sector legal team directly supports the WSCA-NASPO Computer Equipment Master Agreement by providing legal support for negotiating terms and conditions for the Master Agreement as well as Participating Addenda.. Our Global Business Systems team provides support for compliance reporting collection and processing.

Detail how the Contract personnel are chosen and provided training.

These contract personnel were chosen based on their State and Local Government contract experience and their experience in the vendor marketplace. Personnel are required to take annual SLED ethics training and are required to attend several conferences and seminars on public sector contracting each year.

Table Item D.4 – Primary Account Representative

Responders must provide a Primary Account Representative to work with the WSCA-NASPO Master Agreement Administrator on all aspects of the Master Agreement. This account representative is responsible for the performance of the Master Agreement and must provide timely response to all requests from WSCA-NASPO Master Agreement Administrator and Participating State. Detail how the account representative is chosen and provided training.

NAME:	
TELEPHONE #:	
EMAIL ADDRESS:	

EMC Response:

NAME:	Kristine French
TELEPHONE #:	Direct: 916-797-7044 Toll Free: 877-598-4915 -option 2
EMAIL ADDRESS:	Kristine.French@emc.com

Detail how the account representative is chosen and provided training.

The Account Representative has been chosen based on her State and Local Government contract experience and her experience in the vendor marketplace. The Account Representative is required to take annual SLED ethics training and is asked to attend several conferences and seminars on public sector contracting each year.

Table Item D.5 – Complaint Resolution

Responders must thoroughly describe their procedures for addressing and resolving customer problems and complaints regarding service, equipment, or billing. Include timelines and escalation process.

EMC Response:

EMC ISSUE MANAGEMENT PLAN

Issue Management is the process of identification, analysis, resolution, reporting, and escalation of issues. The process enables the ability to create strategies to effectively address potential barriers to success.

An issue is a major problem, opportunity, dispute, concern, situation, or something to be decided that will impede the progress or successful completion of a project and requires immediate resolution. An issue management plan defines activities and business rules to manage and control issues that arise during the project/contract term.

Risk and issues are not the same. Because risks are future events that can be assumed or anticipated in a project, they require different types of assessment and management. Because issues have already occurred, they must be acknowledged and dealt with immediately. Once identified and implemented, resolution(s) to any issue have the potential to impact the scope, schedule, quality, or cost.

The Issue Management process brings visibility and accountability as to how they are acted upon and resolved in a timely manner. Analysis of the issue provides data and understanding for a more informed decision. Recording and reviewing issues prevents forgetting about issues that could adversely impact the project/contract.

Effective management always requires the proactive and timely identification of issues and seeks to resolve these issues expeditiously.

EMC's Issue Management Plan is designed to:

- outline the recommended approach for identifying issues and tracking the progress, documentation, and resolution of those issues;
- facilitate attention to key issues impacting the program/contract;
- ensure all stakeholders are informed and, if applicable, participate in the resolution;
- create an audit trail of discussions and resolutions of program/contract issues.

The following table describes the categories and rules to manage issues.

Table 8.   EMC Issue Management Plan

Category	Rules
Priority Categories	Issues will be categorized into three levels of importance (Urgent, High, Medium, and Low) based on their impact to the goals, objectives, scope, schedule, and budget. Use the following guidelines to prioritize the issue: • Urgent – "The project/contract cannot move forward until this issue is resolved". • High – "The project/contract will not be able to move forward if this issue is not resolved by the due date". • Medium – "The issue may prevent the project/contract from moving forward in the near future". • Low – "This issue is not preventing the project/contract from moving forward" submitter have decided to postpone addressing the issue to a later time. • Closed – the manager and issue submitter have validated and accepted the resolution and no longer consider the issue open.
Status Categories	Issues will be maintained in the Issue Log and will follow predefined statuses. The issue status should only be modified by the Manager after consultation with the assigned Owner. The following guidelines assign a status to the issue: • Open – the initial status assigned when a new issue has been identified and added to the log; typically, this status is used when an owner has not been assigned or the work has not yet started. • In Process – an owner has been assigned and has started working on the issue. • Resolved – the owner has identified a solution to the issue and has taken corrective action to resolve. • Reopened – an issue was previously categorized Resolved, Deferred, or Closed but has been identified again as a continuing issue. • Deferred – the manager, owner, and issue submitter have decided to postpone addressing the issue to a later time. • Closed – the manager and issue submitter have validated and accepted the resolution and no longer consider the issue open.
Escalation Rules	Issues will be escalated to the SLED SCPO Manager or the SLED General Manager for review and final resolution based on their priority level and potential impact to the project/contract. The following criteria will be used in escalating issues to the SLED SCPO Manager: • All high priority issues that are past their target completion dates. • Issues which are beyond the authority of an individual project and require a consensus decision. • Owner of the issue is not clear or cannot be established. • Inability to secure the resources needed to resolve the issue. • Issues which are not being properly addressed and may impede the progress of the project. • All issues that impact the project/contract scope, budget, and schedule.

Category	Rules
	• The following criteria will be used in escalating issues to the SLED General Manager: • Issues that could materially impact the project/contract scope, budget, and schedule.
Monitoring Frequency and Escalation Timeframes	Issues will be reviewed on a weekly basis. If time does not allow reviewing all issues, the following criteria will be used to determine which issues are reviewed: • All Urgent and High priority issues. • All issues that are past their Target Completion Date. • All Issues that have Target Completion Dates within the next month. • All remaining issues. Upon notification of an issue it will be automatically classified as High, Medium, and Low. • Issues classified as High will be resolved within 2 days. If the issue remains unresolved it will be escalated to the next level. If not resolved within 2 additional days, it will again be escalated to the highest level until it is determined resolved. • Issues classified as Medium will be resolved within 5 working days. If the issue remains unresolved it will be escalated to the next level. If not resolved within 3 additional days, it will again be escalated to the highest level until it is determined resolved. • Issues classified as Low will be resolved within 7 working days. If the issue remains unresolved it will be escalated to the next level. If not resolved within 4 additional days, it will again be escalated to the highest level until it is determined resolved.

The table below contains the contact information for the SCPO key personnel for the Escalation Management Plan.

Table 9.   EMC SCPO Key Personnel Contact Information

Name	Role	Phone	Email
Jennifer Axt	SLED General Manager	(916) 797-6569	Jennifer.Axt@emc.com
Pamela Kunhart	SCPO Manager	(916) 797-7052	Pamela.Kunhart@emc.com
Kristine French	WSCA-NASPO Contract Manager	(916) 797-7044	Kristine.French@emc.com

Table Item D.6 – Reporting

Describe how Contract Vendor adheres to reporting requirements as stated in the Terms and Conditions and ensure accurate reporting to each State. The goals of reporting include:

1) Summary Reporting to calculate Administrative Fees to WSCA-NASPO and as required by Participating Entities

2) Detailed Product Reporting to manage contract to WSCA-NASPO and as required by Participating Entities

Participating States may require additional reporting requirements and will address through their Participating Addendum. Responders must identify below a primary contact responsible for providing the mandatory usage reports

NAME:	
TELEPHONE #:	
EMAIL ADDRESS:	

EMC Response:

EMC has a Compliance Reporting System (CRS) for Public Sector contracts. Each transaction for a State government, Local government, or Education entity must be flagged and a contract vehicle must be identified before the order is placed. When the contract vehicle for the order is identified, the ordering system enforces the maximum pricing allowed on that contract for each item. This contract pricing enforcement is the same whether EMC places the order direct or a VAR places the order.

Each month EMC VARs authorized to sell via the WSCA-NASPO contract are required to submit detailed usage reports to the Compliance Reporting Administrator (CRA), Tiffany Pabst. The CRA then verifies each itemized sales transaction against the Purchase Order and the invoice and compiles a sales report to be sent, per the requirement, to WSCA-NASPO and the appropriate Participating Entities. The system creates summary reports utilized to calculated WSCA-NASPO fees as well as individual Participating Entity fees. The CRS has robust reporting capability and can produce detail product reports to aid WSCA-NASPO and Participating Entities in managing the contract.

The Table below identifies the primary contact responsible for providing the mandatory usage reports.

Table 10.   Primary Contact Information for Mandatory Usage Report

NAME:	Tiffany Pabst
TELEPHONE #:	916-797-6588
EMAIL ADDRESS:	Tiffany.Pabst@emc.com

Table Item D.7 – Commerical Off the Shelf and Operating System Software

Upon request the Software License Agreement is to be presented to the ordering agency at the time of quote. Provide updated releases of licenses originally purchased through the entire contract term if applicable. Provide details regarding operating system and maintenance updates on products sold and detail process to communicate updates to users.

EMC Response:

EMC provides a wide selection of Commercial Off the Shelf Software, which complies with the requirement. Such products may offer significant savings in procurement, development, and maintenance.

Provide updated releases of licenses originally purchased through the entire contract term if applicable.

EMC's Software License Agreement can be provided upon request at the time of the quote. As required, EMC can provide updated Software Releases through the entire term of the contract, if applicable. Software Release means any subsequent version of software after initial delivery of software. Software Releases will be made available for Software under a current maintenance agreement.

Provide details regarding operating system and maintenance updates on products sold and detail process to communicate updates to users.

Software Releases, as well as product fix and upgrade information, are available on the customer support portal located at http://support.emc.com. Customers under a current maintenance agreement can be notified via email or post for normal updates regarding General Availability (GA) announcements alerting of new Software Release versions and EMC Technical Advisories (ETA) alerting of known issues with Software Releases. Field Change Orders (FCO) are also sent for urgent Software Updates. EMC Customer Support will proactively contact customers under a current maintenance agreement on a priority basis to alert of the FCO release and to schedule the upgrade.

Table Item D.8 – Website

Describe commitment to maintaining a website in adherence to the items provided below.Contract

Vendors shall develop and maintain a URL to a web site specific to the awarded Master Agreement that MAY provide:

- Copy of Solicitation & Response
- Signed Master Agreement
- Signed Participating Addendums
- Designated Baseline price list (MSRP, List, Education)
- Product and Service Schedule (PSS)
- Product specifications, pricing, and configuration aids for the major product categories proposed that can be used to obtain an on-line quote,
- Online ordering capability with the ability to remember multiple ship to locations if applicable to product
- Service options, service agreements
- Contact information for order placement, service concerns (warranty and maintenance), problem reporting, and billing concerns

- Sales representatives for participating entities
- Purchase order tracking
- Links to environmental certification, including but not limited to take-back/recycling programs, EPEAT, Energy Star, etc.
- Information on accessibility and accessible products

If elements of the website require a secure log-in, Responder to provide listing of item that would require a secure sign-in option e.g. reprinting of invoices, or purchase order tracking.

THE REQUESTED WCAG VPAT APPLIES TO THE RESPONDER'S WEBSITE TO BE OFFERED UNDER THE CONTRACT. Responder to provide completed VPAT forms found in the FORMS section of the RFP.

The Master Agreement website shall offer twenty-four (24) hours per day, seven (7) days per week availability, except for regularly scheduled maintenance times. The website must be separate from the Contract Vendor's commercially available (i.e., public) on-line catalog and ordering systems. No other items or pricing may be shown on the website without written approval from the Lead State

Within 30 calendar days of Master Agreement award, the Contract Vendor must provide a sample URL of the Master Agreement webpage to the Lead State for review and approval. The Lead State will review and determine acceptability of the website format and data. If the information is determined to be unacceptable or incorrect, the Contract Vendor will have 15 calendar days to provide revisions to the Lead State. Once the website is approved, the Contract Vendor may not make material changes to the website without notifying the Lead State and receiving written approval of the changes.

EMC Response:

EMC will develop and maintain a website dedicated for this WSCA-NASPO contract, much in the same way it has maintained a website for the WSCA-NASPO 2009-2014 Computer Equipment and PC contract. This website will provide:

- Copy of Solicitation & Response
- Signed Master Agreement
- Signed Participating Addendums
- Designated Baseline price list (MSRP List)
- Product and Service Schedule (PSS) for each State
- Contact information for order placement, service concerns (warranty and maintenance), problem reporting, and billing concerns
- Sales representatives for participating entities
- Links to environmental certification, including but not limited to take-back/recycling programs, EPEAT, Energy Star, etc.
- List of approved Value Added Resellers (VAR) for each participating entity

In addition, this website may provide:

- Product specifications, pricing, and configuration aids for the major product categories proposed that can be used to obtain an on-line quote,

- Online ordering capability with the ability to remember multiple ship to locations if applicable to product
- Service options, service agreements
- Purchase order tracking
- Information on accessibility and accessible products

No areas of EMC's WSCA-NASPO website will require a secure login.

EMC understands that the WCAG VPAT included in this response applies to the website being offered under this contract. We are providing the completed *VPAT Web Content Accessibility Guidelines 2.0 Level AA Form* in Section 2 D.

EMC's WSCA-NASPO website will offer twenty-four (24) hours per day, seven (7) days per week availability, except for regularly scheduled maintenance times. The website will be separate from EMC's commercially available (i.e., public) on-line catalog and ordering systems. EMC understand that no other items or pricing may be shown on the website without written approval from the Lead State.

Within 30 calendar days of Master Agreement award, EMC will provide a sample URL of the Master Agreement web page to the Lead State for review and approval. EMC understands the Lead State will review and determine acceptability of the website format and data. If the information is determined to be unacceptable or incorrect, EMC will have 15 calendar days to provide revisions to the Lead State. Once the website is approved, EMC may not make material changes to the website without notifying the Lead State and receiving written approval of the changes.

Table Item D.9 – eMarket Center

The Contractor agrees to cooperate with WSCA-NASPO and SciQuest (and any authorized agent or successor entity to SciQuest) with uploading a hosted catalog or integrating a punchout site. Review the eMarket Center requirements provided on next page and confirm adherence.

EMC Response:

EMC has reviewed the eMarket Center Requirements in the RFP and EMC agrees to cooperate with WSCA/NASPO and SciQuest (and any authorized agent or successor entity to SciQuest) with uploading a hosted catalog or integrating a punchout site.

Storage products are a complicated purchase and cannot be accomplished without the aid of an EMC sales representative or customer service representative. Per the requirements in Section D9 of the RFP and Question 100 of Addendum 5 and upon request from the WSCA-NASPO, EMC agrees to work with WSCA-NASPO to create a centralized set of detailed instructions that the end user can follow to contact EMC and create an end-user configuration. If required, EMC will join the SciQuest supplier network and will use the SciQuest Supplier Portal to import the EMC catalog and pricing. EMC agrees to receive orders through electronic delivery such as fax and will confirm receipt of any purchase order within 24 hours either by phone or email.

Table Item D.10 – Implementation Plan and Marketing Methodology

Describe a thorough implementation rollout plan for the first year as part of the proposal. At a minimum, the response should include a description of the methodology (mailings, meetings, seminars, press releases, personal contacts) proposed, estimated dates and location of activities, including tasks to be performed and the timeframe for the completion of each task. Include sample rollout and follow-up marketing materials with their proposals. Responders are reminded that once a statewide participating addendum is in place, nearly every governmental entity, public school and university within the state may use the Contract Vendor's Master Agreement.

EMC Response:

Describe a thorough implementation rollout plan for the first year as part of the proposal. At a minimum, the response should include a description of the methodology (mailings, meetings, seminars, press releases, personal contacts) proposed, estimated dates and location of activities, including tasks to be performed and the timeframe for the completion of each task.

EMC will market the National WSCA-NASPO contract directly to buyers and VARs with a full rollout plan of these activities:

1. Online Promotion
   a. EMC WSCA-NASPO website
   b. Product-specific educational webinars
2. Collateral
   a. Printed data sheet
   b. Electronic brochure (PDF downloadable version on website)
   c. Signs for use at trade shows
3. Trade Shows and Industry Events
   a. EMC participated in over 48 industry events in 2013. Events included GTC SW, W and East; CCISDA, MISAC and NACo; Digital Government Conferences, and more. For the life of the contract, EMC will continue to appropriately represent the EMC WSCA-NASPO contract at industry events.
   b. Over two dozen speaking engagements per calendar year will be scheduled.
   c. Major sponsorships at NASCIO and NASTD will be provided.
   d. C-level sponsorships and exhibits such as CA and NY CIO Academy exhibits and CIO Breakfasts will be provided.
4. Advertising
   a. Print: Government Technology Magazine, NASCIO and conference-specific hard-copy handouts
   b. Online: Government Technology/Navigator website, Digital Communities, TechWire, partner.emc.com
   c. eNewsletter Advertisement with Digital Communities
   d. Thought Leadership Supplements with Government Technology and Public CIO

We will execute these WSCA-NASPO marketing activities throughout the year in an effort to keep awareness high. On the following two pages of the PDF and printed versions is a Gantt chart of planned activities that we will conduct starting September 1, 2014.

WSCA Marketing Rollout by Month

	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15
Awareness and Seller Readiness												
Announcement to EMC and Partner Sales Teams	■											
Social Media Kit for Partners	■											
emc.com/emcwsca	■	■	■	■	■	■	■	■	■	■	■	■
partner.emc.com	■	■	■	■	■	■	■	■	■	■	■	■
emc.com/EMCPublicSector	■	■	■	■	■	■	■	■	■	■	■	■
EMCPublicSector Twitter & Facebook Updates	■	■	■	■	■	■	■	■	■	■	■	■
SLED News	■	■	■	■	■	■	■	■	■	■	■	■
New EMC WSCA Brochure (hard copy and online)	■											
New EMC WSCA Signs	■											
Advertisement in Gov Tech Magazine		■						■				
National SLED Conferences												
NASCIO Annual		■										
ISM APHSA		■										
re:Public			■									
TechAmerica: Beyond the Beltway							■					
NASPO								■				
NASCIO Mid-Year									■			
EMC World 2014								■				
NASTD Annual										■		
NACo											■	
ESRI International User Conference											■	
Industry Partner Summit												■
Eastern SLED Conferences												
GTC East	■											
MA Digital Government Summit		■										
NYC Tech Forum			■									
NY CIO Academy								■				
NASTD East									■			
Central SLED Conferences												
Ohio Digital Government Summit	■											
Michigan Digital Government Summit	■											
Illinois Digital Government Summit	■											
Wisconsin Digital Government Summit				■								
NASTD MidWest								■				
Missouri Digital Government Summit										■		
Minnesota Digital Government Summit												■

WSCA Marketing Rollout by Month (Cont)

	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15
Mid-Atlantic and Southern SLED Conferences												
COVITS	█											
Georgia Digital Government Summit		█										
Pennsylvania Digital Government Summit				█								
NASTD South							█					
Florida Digital Government Summit									█			
Tennessee Digital Government Summit									█			
Maryland Digital Government Summit										█		
North Carolina Digital Government Summit												█
Texas SLED Conferences												
Texas CIO Academy		█										
TAGITM								█				
GTC Southwest									█			
Western SLED Conferences												
LA County Digital Government Summit	█											
Pacific NW Digital Government Summit		█										
CCISDA Fall		█										
MISAC		█										
Hawaii Digital Government Summit			█									
CA CIO Academy						█						
CCISDA Spring							█					
Oregon Digital Government Summit									█			
Arizona Digital Government Summit									█			
NASTD West										█		
GTC West												█

v2. Oct 24, 2013

For more information: Contact Lynn.Marquedant@emc.com

Double-click the icon below in the Word version of this document to view this file.

2014 EMC WSCA
Marketing Gantt Char

Include sample rollout and follow-up marketing materials with their proposals.

EMC will also provide marketing kits to its EMC WSCA-NASPO authorized VARs to help them promote the WSCA-NASPO Participating Addenda (PAs). The kits will includes sample tweets, a link to the PA for that State, and a sample press release for the VAR to customize and publish.

A sample data sheet and poster appear on the following three (3) pages in the PDF and printed versions. Double-click the icons below in the Word version of this document to view these files.

2013
EMC_WSCA-NASPO D

EMC_WSCA-NASPO2
013_poster_SLG_20x

PROCUREMENT MADE SIMPLE WITH THE WSCA/NASPO COOPERATIVE AGREEMENT

Master Price Agreement #B27161

WHAT IS WSCA/NASPO?

WSCA/NASPO is a National IT procurement vehicle for the Public Sector. WSCA/NASPO contracts establish competitively bid Master Price Agreements (MPA) providing the best possible value for Public Sector Customers. These customers include State and Local Government as well as Higher Education and K-12. Quality, Performance, Delivery, Warranty, Service, as well as Insurance and standardized Terms and Conditions are already established and contained in the agreements. See www.aboutwsca.com for additional information.

EMC AND WSCA-NASPO

EMC, the industry leader in data storage products, offers its entire catalog of world-class data storage products, SAN Infrastructure products and backup, recovery and archive solutions, and services. Mandatory minimum discounts are offered within product categories.

Visit http://www.emc.com/emcwsca/index.htm to view the EMC WSCA-NASPO Master Price Agreement, Price List, Pricing Discount Matrix, as well as current Participating Entities and EMC Partners.

EMC—WSCA/NASPO APPROVED BUSINESS PARTNERS

EMC is focused on ensuring that our reseller partners deliver best-in-class EMC products and solutions to meet the breadth and depth of customer IT challenges. The EMC Partner Program is designed to foster customer satisfaction. Partners utilize EMC's comprehensive advanced sales and technical craning to obtain the competencies needed to architect and sell end-to-end solutions.

EMC Business Partner training is focused by product category. Training and Development are critical components of the Business Partner Program. It's crucial for partners to develop the sales and technical skills necessary to be successful in the marketplace, and the Business Partner Program includes a clear path. For new partners, EMC provides free training through the Business Enablement Center.

EMC²

EMC WSCA Participating Addenda Holders

100+ RESELLER AND AGENT PARTNERS NATIONWIDE

http://www.emc.com/emcwsca/index.htm
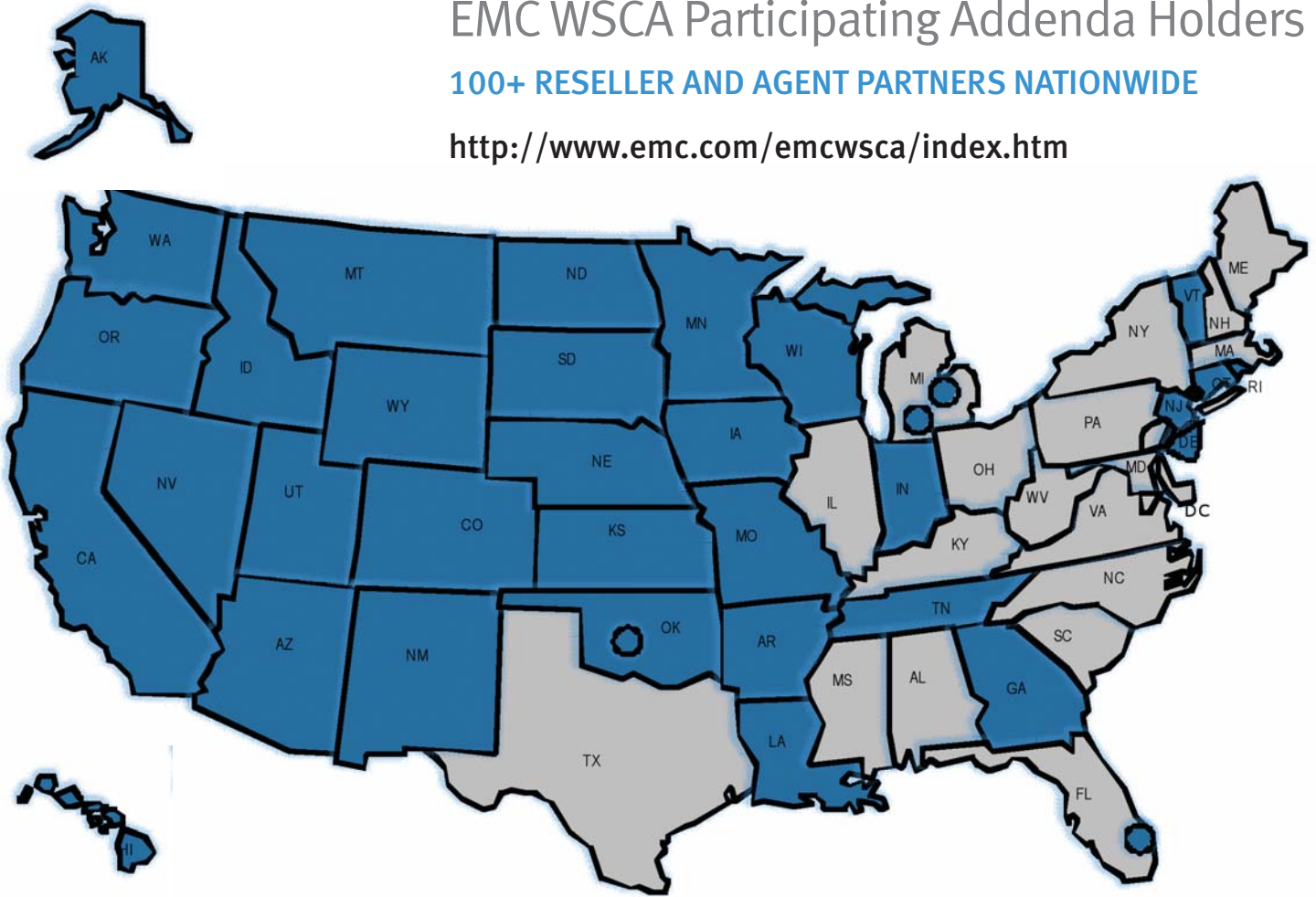
■ **WSCA PARTICIPATING ADDENDA HOLDERS**

CONTACT US

EMCWSCA@emc.com
www.emc.com/EMCWSCA

ABOUT EMC

EMC is a leader in enabling governments, educational institutions and service providers to transform their operations and deliver information technology as a service (ITaaS). Our differentiated value stems from our sustained and substantial investment in research and development, a cumulative investment of $16.5 billion since 2003. To strengthen our core business and extend our market to new areas, EMC has invested $17 billion in acquisitions over the same period and has integrated more than 70 technology companies. EMC ranks 139 in the Fortune 500 and had reported revenues of $21.7 billion in 2012, the largest revenue year in EMC's 34-year history.

EMC²®

WSCA-NASPO
COOPERATIVE PURCHASING
ORGANIZATION

www.emc.com/emcwsca

EMC PRODUCTS
ON WSCA-NASPO CONTRACT #B27161

Providing storage solutions to States, Local Government and Public Education

EMC²

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Table Item D.11 – eCommerce

Thoroughly describe the ability or commitment to accept and process purchase orders electronically, as well as online payment via a purchase card. The ability to provide electronic funds transfer and/or a seamless electronic interface to governmental accounting systems should be thoroughly described.

EMC Response:

EMC has the ability to accept purchase orders via Facsimile or email and can accept online payment via a purchase card. EMC can accept electronic funds transfer. At this time, EMC does not have the capability for a seamless electronic interface to governmental accounting systems. EMC is constantly upgrading and modernizing systems and should the capability ever be developed, EMC would immediately offer it for this contract.

Table Item D.12 – Employee Purchase Program

Employee purchase programs are within the scope of this procurement. If provided for by an Entity's Participating Addendum, the Contractor may offer discounted products, within the scope of the contract, to employees of that WSCA participating entity as Individual Liable (IL) accounts ("Employee Purchase Program"). This may include, but not limited to Bring Your Own Devise (BYOD) programs. All terms and conditions, related to the Employee Purchase Program will be detailed in the entities Participating Addendum.

EMC Response:

The storage products offered by EMC by their nature do not lend themselves to an Employee Purchase Program; however EMC will review requests received from Participating Entities to determine the feasibility of offering an Employee Purchase Program. EMC does not currently offer discounted products, within the scope of this contract, to employees of Participating Entity as Individual Liable (IL) accounts ("Employee Purchase Program").

SECTION 4 COST PROPOSAL

EMC Response:

The Cost Proposal has been provided separately identified and sealed as required.

SECTION 5 EVALUATION PROCESS

EMC Response:

EMC acknowledges that we have read, understood and will comply with the contents of this Section.

SECTION 6 ATTACHMENTS

EMC Response:

EMC acknowledges that we have read, understood and will comply with the contents of this Section, with exceptions to the proposed Master Agreement Terms and Conditions as reflected in the *Terms, Conditions and Specifications Exception Form* of our proposal.