STATE OF CALIFORNIA

DEPARTMENT OF GENERAL SERVICES – PROCUREMENT DIVISION (DGS/PD)

FORM 42

AUTHORIZATION TO EXCEED MONETARY LIMITS

FORM 42 NUMBER:	20150505
TOTAL $ VALUE:	$285,274.53
DESCRIPTION:	Dell Servers and associated equipment
DATE:	5/5/2015
AGENCY BILL CODE:	043506
AGENCY ORDER#:	14IT-1132
AGENCY:	Department of Justice
SUPPLIER:	Dell One Dell Way Round Rock, TX 78682
REASON:	Server failure after power outage
BUYER NAME:	Quinn, Bernard
BUYER EMAIL:	Bernard.quinn@dgs.ca.gov
TELEPHONE #:	916-617-3663

5/5/15 DGS/PD BUYER SIGNATURE/DATE	5/5/15 DGS/PD APPROVAL SIGNATURE/DATE
Bernie Quinn PRINT DGS/PD BUYER NAME	Haydee Giusti PRINT DGS/PD APPROVER NAME

STATE OF CALIFORNIA - GENERAL SERVICES PROCUREMENT DIVISION

PURCHASING AUTHORITY PURCHASE ORDER

STD. 65 (REV. 7/2003)

CONTRACT REGISTRATION NUMBER	AGENCY ORDER NUMBER	AMENDMENT NO.
	14IT-1132	
SUPPLIER: The numbers identified above MUST be shown on Invoice & Packing Slip.	DATE 05/05/2015	PAGE 1 OF PAGE 11

SHIP TO
Department of Justice
1001 W. Cutting Boulevard
Richmond, CA 94804
Attn: Carrol Brown
(510) 620-3541

BILL TO
Department of Justice
1001 W. Cutting Boulevard
Richmond, CA 94804
Attn: Invoice Clerk
(510) 620-3300

AGENCY BILLING CODE: 043506

PURCHASING AUTHORITY NUMBER: Form 42 # 20150505

LEVERAGED PROCUREMENT AGREEMENT NO.: WSCA B27160

TO SUPPLIER ADDRESS (Type or Print Legibly)
Dell
One Dell Way
Round Rock, TX 78682

INFORMATION TECHNOLOGY PROJECT IDENTIFICATION NUMBER: DMCP

AGENCY OR BUYER INFORMATION

AGENCY TRACKING/REQUISITION NUMBER (Optional): 14-649.3-0005

AGENCY NAME: Justice

CONTACT NAME: Laura Margowski

CONTACT E-MAIL ADDRESS: laura.margowski@doj.ca.gov

CONTACT PHONE NUMBER: (916) 227-7432

CONTACT FAX NUMBER: (916) 227-2707

SUPPLIER CONTACT NAME: Merick Nelson

SUPPLIER PHONE NUMBER: (512) 513-9175

SUPPLIER FAX NUMBER: (512) 283-3384

SUPPLIER E-MAIL ADDRESS: Merick_Nelson@dell.com

PAYMENT TERMS: Net 45

CERTIFICATION NUMBER:

☐ Certified Small Business ☐ Certified Microbusiness EXPIRATION DATE

☐ Certified DVBE EXPIRATION DATE

REQUIRED DELIVERY DATE

SHIPPING INSTRUCTIONS ☑ F.O.B. Destination FRT. PPD ☐ F.O.B. Destination FRT. PPD/ADD Freight not to exceed cost stated on P.O. ☐ F.O.B. ORIGIN CITY OF ORIGIN STATE ZIP CODE

ITEM NUMBER	QUANTITY	UNIT	COMMODITY CODE or PRODUCT CODE or SERVICES ID NUMBER	RECYCLED PRODUCT	PRODUCT OR SERVICES DESCRIPTION	UNIT PRICE	EXTENSION TOTAL
			Purchase incl. 3 yr		Storage Area Network (SAN) upgrades to the existing SAN		0.00
			extended warranty.		environment at Richmond's Jan Bashinski DNA Laboratory		0.00
1	1	EA			Dell SC4020 Compellent Storage Array (DLA82397)	65,699.73	65,699.73
					See attached Dell quote #707009706 for product specs.		0.00
2	1	EA			Dell SC4020 Compellent Storage Array (DLA82397)	65,699.73	65,699.73
					See attached Dell quote #707009708 for product specs.		0.00
3	1	EA			Dell PowerEdge R730 Servers, Brocade Switches, and	137,362.63	137,362.63
			Est. Term Date:		PowerVault TL4000 Tape Library		0.00
			5/11/15 - 5/10/18		See attached Dell quote #707043794 for product specs.		0.00
			(based on delivery)		OC Breakdown: 4462 = $190,327.59, 4353 = $94,946.94		0.00

TERMS AND CONDITIONS

A-1 ☐ General Provisions are incorporated herein by reference to:
☐ Form GSPD - 401Non-IT Commodities (revision date _____) OR ☐ Form GSPD - 401IT (revision date _____)
☐ ATTACHED OR ☐ Published at website: www.dgs.ca.gov/pd

A-2 ☑ This order is issued under a Department of General Services (DGS) Leveraged Procurement Agreement (LPA). Terms and Conditions set forth in that agreement (LPA number referenced in the block titled Leveraged Procurement Agreement No.) are incorporated herein by reference as if set forth in full text.

B ☐ Agency Special Provisions are attached and titled _____.

C ☑ Any other attachments, such as specifications, Statement of Work, or Information Technology Model Language Modules, are identified in the product or services description area or on continuation pages.

PROCUREMENT METHOD ☐ COMPETITIVE: Solicitation Number (if applicable) _____

☑ LEVERAGED ☐ DVBE / SMALL BUSINESS [GC 14838.5(a)] ☐ NON-COMPETITIVELY BID ☑ EXEMPT

TAXABLE SUBTOTAL	173,815.15
TAX RATE 9.500% SALES TAX	16,512.44
* INSTALLATION	
* SHIPPING/ FREIGHT	
* OTHER NON-TAXABLE	94,946.94
GRAND TOTAL	285,274.53

*** NOTE: If there are variable charges for Installation, Shipping or Freight, or Other Non-Taxable Services, detail per line item and enter total here.**

PROGRAM / CATEGORY (Code and Title)	FUND TITLE	VERIFIED NO STATE SURPLUS AVAILABLE	PAID BY CAL-CARD
99	General	☑ YES ☐ NO	☐ YES ☑ NO

ITEM	CHAPTER	STATUTE	FISCAL YEAR	OBJECT OF EXPENDITURE (CODE AND TITLE)
0820-001-0001	25	2014	14/15	649.3 / 4462, 4353

☑ O.E. ☐ EQ.

CERTIFICATION AND APPROVAL OF EXECUTIVE OFFICER

I HEREBY CERTIFY, on personal knowledge, that this order for purchasing the items specified above is issued in accordance with the procedure prescribed by law governing the purchase of such items for the State of California; and that all such legal requirements have been fully complied with.

AUTHORIZING NAME (Print or Type): Nancy Mar

TITLE: Manager, ITCPU

AUTHORIZING SIGNATURE

UNENCUMBERED REMAINDER AFTER POSTING THIS ORDER TO ALLOTMENT EXPENDITURE LEDGER

ADJUSTMENT INCREASING ENCUMBRANCES

ADJUSTMENT DECREASING ENCUMBRANCES

CERTIFIED CORRECT (SIGNATURE)

DISTRIBUTION: Copy 1 - Supplier; Copy 2 - DGS Procurement; Copy 3 - Packing Slip; Copies 4–6 - Agency Procurement File

QUOTATION

Quote #:	707009706
Customer #:	134159361
Contract #:	WN99ABZ
CustomerAgreement #:	WSCA B27160
Quote Date:	05/04/2015
Customer Name:	CA DEPT OF JUSTICE

Date: 5/4/2015

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

Sales Professional Information

SALES REP:	IRENE CANTU	**PHONE:**	1800 - 6958133
Email Address:	Merick_Nelson@DELL.com	**Phone Ext:**	68584

GROUP: 1 QUANTITY: 1 SYSTEM PRICE: $34,767.04 GROUP TOTAL: $34,767.04

Description	Quantity
SC4020 8Gb Fibre Channel - 8ports (210-ACLX)	1
Thank you choosing Dell. For tech support, visit http://www.compellent.com/Support-Services.aspx or call 1-866 (931-7307)	1
Dell Hardware Limited Warranty Initial Year (973-8834)	1
Dell Hardware Limited Warranty Extended Year(s) (973-8835)	1
Dell Compellent Copilot: 7x24 HW / SW Tech Support and Assistance , 3 Year (976-1797)	1
Dell Compellent Copilot: Next Business Day Onsite Service After Problem Diagnosis, Initial Year (976-1800)	1
Dell Compellent Copilot: Next Business Day Onsite Service After Problem Diagnosis, 2 Year Extended (976-1801)	1
Installation and Implementation of a Dell Compellent SC4xxx Storage Array, up to 4 hosts (975-2971)	1
US Order (332-1286)	1
LC-LC Optical Cable, 1M (470-AAYD)	8
SC4020 Storage Center Software Bundle, Base 48 License (632-BBCM)	1
SC4020 Storage Center Software Performance Bundle, Base 48 License (632-BBCK)	1
Implementation of Remote Instant Replay for Dell Storage SC4xxx Series, Add-on (975-2991)	1
Implementation of Replay Manager for Dell Storage SC4xxx Series, up to 4 hosts (975-2992)	1
Software Support, 7X24, Storage Center Software Base Bundle License, 3 Year (976-1810)	1
3 Year, Remote Data Protection Bundle Base License (Supports up to 48 drives) - Optional (976-1820)	1
SHIP,SC4020,DAO (340-AIZT)	1
6-Pack, Dell 300GB, SAS, 6Gb, 2.5", 15K, HDD (400-ADOI)	4
Info SKU - No Hard Drive (400-ACPB)	1
Jumper Cord, 12A,2M,C13,C14 (TW/APCC countries except ANZ, EU), 2 Pcs (450-ADHH)	1
(*)	1

GROUP: 2 QUANTITY: 1 SYSTEM PRICE: $18,478.47 GROUP TOTAL: $18,478.47

Description	Quantity
Compellent SC200 Enclosure (add-on enclosure) (225-3873)	1
US / Canada Shipment - SC200 (331-9142)	1
ReadyRails II Static Rails for 4-post Racks (770-BBCM)	1
Thank you choosing Dell. For tech support, visit http://www.compellent.com/Support-Services.aspx or call 1-866 (931-7307)	1
Dell Hardware Limited Warranty Initial Year (968-0652)	1
Dell Hardware Limited Warranty Extended Year(s) (968-0653)	1
Dell Compellent Copilot: Next Business Day Onsite Service After Problem Diagnosis, Initial Year (972-5336)	1
Dell Compellent Copilot: Next Business Day Onsite Service After Problem Diagnosis, 2 Year Extended (972-5337)	1
Dell Compellent Copilot: 7x24 HW / SW Tech Support and Assistance , 3 Year (972-5340)	1
HARDWARE INSTALL INCLUDED IN SAN/DAS IMP/INST BUNDLE (984-4327)	1
SC200, 4TB NL SAS 6Gb, 7.2K, 3.5 HDD (342-5836)	12
6Gb Mini-SAS to Mini-SAS Cable, 2M, Qty 2 (331-9146)	1
C13 to C14, PDU Style, 10 AMP, 6.5 Feet (2m), Power Cord, Qty2 (331-7993)	1
(*)	1

GROUP: 3 QUANTITY: 1 SYSTEM PRICE: $12,454.22 GROUP TOTAL: $12,454.22

Description	Quantity
Compellent SC200 Enclosure (add-on enclosure) (225-3873)	1
US / Canada Shipment - SC200 (331-9142)	1
ReadyRails II Static Rails for 4-post Racks (770-BBCM)	1
Thank you choosing Dell. For tech support, visit http://www.compellent.com/Support-Services.aspx or call 1-866 (931-7307)	1
Dell Hardware Limited Warranty Initial Year (968-0652)	1
Dell Hardware Limited Warranty Extended Year(s) (968-0653)	1
Dell Compellent Copilot: Next Business Day Onsite Service After Problem Diagnosis, Initial Year (972-5336)	1
Dell Compellent Copilot: Next Business Day Onsite Service After Problem Diagnosis, 2 Year Extended (972-5337)	1
Dell Compellent Copilot: 7x24 HW / SW Tech Support and Assistance , 3 Year (972-5340)	1
HARDWARE INSTALL INCLUDED IN SAN/DAS IMP/INST BUNDLE (984-4327)	1
SC200, 4TB NL SAS 6Gb, 7.2K, 3.5 HDD (342-5836)	7
SC200, 3.5 SAS, Drive Filler, Blank (342-5204)	5
6Gb Mini-SAS to Mini-SAS Cable, 2M, Qty 2 (331-9146)	1
C13 to C14, PDU Style, 10 AMP, 6.5 Feet (2m), Power Cord, Qty2 (331-7993)	1
(*)	1

COMMENT

dla82397

DLA82397
DLA82397

***Total Purchase Price:**	**$69,434.63**
Product Subtotal:	$65,699.73
Tax:	$3,734.90
Shipping & Handling:	$0.00
State Environmental Fee:	$0.00
Shipping Method:	NEXT DAY

(Amount denoted in $)*

Order this quote easily online through your Premier page, or if you do not have Premier, using Quote to Order

Statement of Conditions
The information in this document is believed to be accurate. However, Dell assumes no responsibility for inaccuracies, errors, or omissions, and shall not be liable for direct, indirect, special, incidental, or consequential damages resulting from any such error or omission. Dell is not responsible for pricing or other errors, and reserves the right to cancel orders arising from such errors.
Dell may make changes to this proposal including changes or updates to the products and services described, including pricing, without notice or obligation.

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This quote is valid for 30 days unless otherwise stated. Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request:

If this purchase is for your internal use only: Dell's Commercial Terms of Sale (www.dell.com/CTS), which incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (www.dell.com/warrantyterms).

If this purchase is intended for resale: Dell's Reseller Terms of Sale (www.dell.com/resellerterms).

If this purchase includes services: in addition to the foregoing applicable terms, Dell's Service Terms (www.dell.com/servicecontracts/global).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Additional Terms for Public Customers
If you are a department, agency, division, or office of any district, state, county or municipal government within the United States ("Public Customer"), the following terms ("Public Customer Terms") apply in addition to the foregoing terms: A. If any portion of the foregoing terms and conditions (or any terms referenced therein) is prohibited by law, such portion shall not apply to you. Notwithstanding anything to the contrary, the End User License Agreements shall take precedence in all conflicts relevant to your use of any software. B. By placing your order, you confirm that (1) you are a contracting officer or other authorized representative of Public Customer with authority to bind the Public Customer to these terms and conditions, and (2) you have read and agree to be bound by these terms and conditions.

Pricing, Taxes, and Additional Information
All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on your "Ship To" address, and for software downloads is based on your "Bill To" address. Please indicate any

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Dell Compellent Copilot: Next Business Day Onsite Service After Problem Diagnosis, Initial Year (976-1800)	1
Dell Compellent Copilot: Next Business Day Onsite Service After Problem Diagnosis, 2 Year Extended (976-1801)	1
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US Order (332-1286)	1
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Implementation of Replay Manager for Dell Storage SC4xxx Series, up to 4 hosts (975-2992)	1
Software Support, 7X24, Storage Center Software Base Bundle License, 3 Year (976-1810)	1
3 Year, Remote Data Protection Bundle Base License (Supports up to 48 drives) - Optional (976-1820)	1
SHIP,SC4020,DAO (340-AIZT)	1
6-Pack, Dell 300GB, SAS, 6Gb, 2.5", 15K, HDD (400-ADOI)	4
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6Gb Mini-SAS to Mini-SAS Cable, 2M, Qty 2 (331-9146)	1
C13 to C14, PDU Style, 10 AMP, 6.5 Feet (2m), Power Cord, Qty2 (331-7993)	1
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COMMENT

dla82397

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	(Amount denoted in $)*

Order this quote easily online through your Premier page, or if you do not have Premier, using Quote to Order

Statement of Conditions
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If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Additional Terms for Public Customers

If you are a department, agency, division, or office of any district, state, county or municipal government within the United States ("Public Customer"), the following terms ("Public Customer Terms") apply in addition to the foregoing terms: A. If any portion of the foregoing terms and conditions (or any terms referenced therein) is prohibited by law, such portion shall not apply to you. Notwithstanding anything to the contrary, the End User License Agreements shall take precedence in all conflicts relevant to your use of any software. B. By placing your order, you confirm that (1) you are a contracting officer or other authorized representative of Public Customer with authority to bind the Public Customer to these terms and conditions, and (2) you have read and agree to be bound by these terms and conditions.

Pricing, Taxes, and Additional Information

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QUOTATION

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Sales Professional Information

SALES REP:	IRENE CANTU	**PHONE:**	1800 - 6958133
Email Address:	Merick_Nelson@DELL.com	**Phone Ext:**	68584

GROUP: 1 QUANTITY: 5 SYSTEM PRICE: $13,657.85 GROUP TOTAL: $68,289.25

Description	Quantity
PowerEdge R730 Server (210-ACXU)	5
PowerEdge Server FIPS TPM (461-AACZ)	5
PowerEdge R730/R730xd Motherboard (591-BBCH)	5
Thank you for choosing Dell ProSupport Plus. For tech support, visit http://www.dell.com/contactdell (951-2015)	5
Dell Hardware Limited Warranty Plus On Site Service (976-8706)	5
ProSupport Plus: 7x24 HW/SW Tech Support and Assistance, 3 Year (976-8725)	5
ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Year (976-8726)	5
On-Site Installation Declined (900-9997)	5
US Order (332-1286)	5
PowerEdge R730 Shipping (340-AKKB)	5
R730/xd PCIe Riser 2, Center (330-BBCO)	5
R730 PCIe Riser 3, Left (330-BBCQ)	5
R730/xd PCIe Riser 1, Right (330-BBCR)	5
Intel Ethernet I350 QP 1Gb Server Adapter, Low Profile (540-BBHX)	5
Emulex LPE12002 Dual Channel 8Gb PCIe Host Bus Adapter, Low Profile (406-BBEY)	10
Intel Ethernet i350 QP 1Gb Network Daughter Card (540-BBCB)	5
iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise (385-BBHO)	5
OpenManage Essentials, Server Configuration Management (634-BBWU)	5
Chassis with up to 8, 2.5" Hard Drives (350-BBEN)	5
Quick Sync Bezel (350-BBEQ)	5
Performance BIOS Settings (384-BBBL)	5
RAID 1 for H330/H730/H730P (2 HDDs or SSDs) (780-BBJU)	5
PERC H730 Integrated RAID Controller, 1GB Cache (405-AAEG)	5
Intel Xeon E5-2650 v3 2.3GHz,25M Cache,9.60GT/s QPI,Turbo,HT,10C/20T (105W) Max Mem 2133MHz (338-BFFF)	5

Upgrade to Two Intel Xeon E5-2650 v3 2.3GHz,25M Cache,9.60GT/s

QPI,Turbo,HT,10C/20T (105W) (374-BBGM)	5
16GB RDIMM, 2133 MT/s, Dual Rank, x4 Data Width (370-ABUG)	80
2133MT/s RDIMMs (370-ABUF)	5
Performance Optimized (370-AAIP)	5
300GB 15K RPM SAS 6Gbps 2.5in Hot-plug Hard Drive,13G (400-AEEH)	10
Electronic System Documentation and OpenManage DVD Kit, PowerEdge R730/xd (631-AAJG)	5
DVD ROM, SATA, INTERNAL (429-AAPU)	5
ReadyRails Sliding Rails With Cable Management Arm (770-BBBR)	5
Dual, Hot-plug, Redundant Power Supply (1+1), 750W (450-ADWS)	5
NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America (450-AALV)	10
No Operating System (619-ABVR)	5
No Media Required (421-5736)	5
DIMM Blanks for System with 2 Processors (370-ABWE)	5
Standard Heatsink for PowerEdge R730/R730xd (374-BBHM)	5
Standard Heatsink for PowerEdge R730/R730xd (374-BBHM)	5

GROUP: 2 QUANTITY: 4 SYSTEM PRICE: $6,876.10 GROUP TOTAL: $27,504.40

Description	Quantity
Brocade 6505, 12-24 Port FC16 Switch, Includes 12x 8Gb SFPs (225-3538)	4
Thank you for choosing Dell ProSupport Plus. For tech support, visit http://www.dell.com/contactdell (951-2015)	4
ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year (953-0107)	4
ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Year Extended (953-0113)	4
ProSupport Plus: 7x24 HW/SW Tech Support and Assistance, 3Year (953-0134)	4
Dell Hardware Limited Warranty Initial Year (992-8084)	4
Dell Hardware Limited Warranty Extended Year(s) (992-8094)	4
On-Site Installation Declined (900-9997)	4
Declined Remote Consulting Service (973-2426)	4
Brocade 6510 Fixed Rack Mount Rails (318-1761)	4

GROUP: 3 QUANTITY: 1 SYSTEM PRICE: $19,991.39 GROUP TOTAL: $19,991.39

Description	Quantity
PowerVault TL4000 Tape Library, 4U, 48 Slot, 1 to 4 Drives (225-4566)	1
Thank you for choosing Dell ProSupport Plus. For tech support, visit http://www.dell.com/contactdell (951-2015)	1
ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Year Extended (951-4971)	1
ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year (951-4975)	1
ProSupport Plus: 7x24 HW/SW Tech Support and Assistance, 3 Year (951-4987)	1
Dell Hardware Warranty Plus OnSite Service Initial YR (985-9487)	1
Dell Hardware Warranty, Extended Year(s) (985-9488)	1

Remote Configuration of a DellPowerVault Tape Library (to s chedule, email US_Remote_Services@dell.com) (986-3347)	1
Declined Remote Consulting Service (973-2426)	1
LTO-6 Media 10 PK (342-5574)	1
LTO6 Tape Labels 1 - 60 (412-1107)	1
Documentation and Shipping (340-AKUK)	1
LTO-6 FC Tape Drive (445-BBBM)	4

GROUP: 4 QUANTITY: 3 SYSTEM PRICE: $7,192.53 GROUP TOTAL: $21,577.59

Description	Quantity
300 8-16-24 Port FC8 Switch (225-2324)	3
Sliding Rack Rails for Brocade 300 Switch (331-5019)	3
Thank you choosing Dell ProSupport. For tech support, visit http://www.dell.com/support or call 1-800- 945-3355 (989-3439)	3
Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Year Extended (989-7432)	3
ProSupport : 7x24 HW / SW Tech Support and Assistance , 3 Year (989-7512)	3
Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year (990-0270)	3
Dell Hardware Limited Warranty Plus On Site Service Initial Year (991-5747)	3
Dell Hardware Limited Warranty Plus On Site Service Extended Year (991-5898)	3
MISSION CRITICAL PACKAGE: Enhanced Services, 3 Year (991-5938)	3
Hardware Installation IncludedIn SAN/DAS Implementation Installation (981-9069)	3
Declined Remote Consulting Service (973-2426)	3
Brocade 300 8 Port FC8 Upgrade, License and SFPs (331-4736)	6

***Total Purchase Price:**	**$146,405.27**
Product Subtotal:	$137,362.63
Tax:	$9,042.64
Shipping & Handling:	$0.00
State Environmental Fee:	$0.00
Shipping Method:	LTL 5 DAY OR LESS
	(Amount denoted in $)*

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

SUPPLIER INSTRUCTIONS

1. **INVOICES:** Unless otherwise specified, original invoices shall be sent to the "Bill To" address on the face of this document. Invoices shall be submitted in triplicate and shall include:

   - Contract registration number *(if applicable)*,
   - Agency order number,
   - Item number,
   - Services or Product ID number,
   - Unit price,
   - Extended item price, and
   - Invoice total amount.

   State sales tax, installation cost, shipping/freight costs, and/or other non-taxable costs shall be itemized separately and added to each invoice as applicable.

2. **REQUIRED PAYMENT DATE:** Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed invoices not more than 45 days after (a) the date of acceptance of goods or performance of services; or (b) receipt of an undisputed invoice — whichever is later.

3. **SHIPPING INSTRUCTIONS:** When the Purchase Order or contract allows prepaid/add transportation charges, submit original receipted expense bills if freight charges are over $50.00. All shipments shall be F.O.B. Destination Freight Prepaid unless otherwise specified. All orders **MUST** include a copy of the packing slip inside the carton **AND** a copy securely attached to the **OUTSIDE** of the shipping carton.

PO 14IT-1132 Cost Breakdown
SAN Upgrades for Richmond's Jan Bashinski DNA Laboratory

Quote #707009706

Subtotal	$ 65,699.73
Taxable Subtotal	$ 39,314.74
Non-Taxable Subtotal	$ 26,384.99
Tax	$ 3,734.90
Total	$ 69,434.63

Quote #707009708

Subtotal	$ 65,699.73
Taxable Subtotal	$ 39,314.74
Non-Taxable Subtotal	$ 26,384.99
Tax	$ 3,734.90
Total	$ 69,434.63

Quote #707043794

Subtotal	$ 137,362.63
Taxable Subtotal	$ 95,185.68
Non-Taxable Subtotal	$ 42,176.95
Tax	$ 9,042.64
Total	$ 146,405.27

PO 14IT-1132 Totals	
Taxable Subtotal	$ 173,815.15
Non-Taxable Subtotal	$ 94,946.94
Tax	$ 16,512.44
Grand Total	**$ 285,274.53**

Object Code Breakdown	
4462	$ 190,327.59
4353	$ 94,946.94

Quinn, Bernard@DGS

From: Zubeidi, Marty@DGS
Sent: Tuesday, May 05, 2015 7:19 AM
To: Quinn, Bernard@DGS
Subject: FW: REQUEST FOR EMERGENCY FORM 42 WAIVER
Attachments: ITPRF-1059 Dell Quotes.pdf

Ms. Marty Zubeidi
Senior EDP Acquisition Specialist
Procurement Division
One Time Acquisitions (OTA)
(916) 617-3647 (telephone)

From: Diana LaRue [mailto:Diana.LaRue@doj.ca.gov]
Sent: Monday, May 04, 2015 3:11 PM
To: Zubeidi, Marty@DGS
Subject: REQUEST FOR EMERGENCY FORM 42 WAIVER

Hi Marty,

Per our conversation, the DOJ is requesting an emergency Form 42 waiver for the products listed in the attached Dell Quote.

Background: The Information Technology Contracts and Procurement Unit (ITCPU) received a Purchase Requisition Form on March 30, 2015, from our DNA Laboratory in Richmond to purchase the Storage Area Network (SAN) equipment listed in the attached quote to upgrade our existing SAN environment. Existing SAN has reached its end of life cycle and can no longer support the growing amount of electronic data being generated by various programs.

It was ITCPU's intent to purchase the equipment via five different mandatory contracts, and we are in the process of obtaining offers and working with the various contract vendors on "off spec" equipment. Once that process is complete, we would still need to get DGS approval to purchase the off-spec items. However, our customer has requested an emergency purchase.

Prior to this purchase becoming an emergency, the plan was to separate the equipment into the following purchase orders:

Description	Vendor	State Contract
Dell Servers	TIG	SC 1-09-70-03C
Brocade Switches	Kovarus	SC 1-13-70-14A
Dell Storage	TIG	SC 1-13-70-10A
Dell Tape Libraries	TIG	SC 1-13-70-13
Dell Tape Library Consumables	Dell	WSCA B27160

Justification for Emergency Purchase:

Electrical maintenance was performed on our primary laboratory building on April 25th. The property management company did not appropriately shut down the building Uninterruptible Power Supply (UPS) prior to allowing PG&E to power things down. The necessary maintenance was performed and, when power was restored, the UPS came back up in internal bypass mode. The property management's engineer assessed the situation and gave the go ahead for our IT staff to begin bringing up our equipment. An hour+ in, the building UPS dropped the electrical load, and all of our equipment (but for one server not yet powered up) went dark. Network and servers were not ultimately restored until the following day.

On Tuesday April 28th we suffered the failure of three hard drives of enclose 0 of the primary SAN. Unbeknownst to us at the time, the storage processor had been damaged and control of SAN was flipping back and forth between the two controller servers, with our normal real-time replication to the backup SAN in the other building compromised. Replacement drives were ordered, and at that time we were told such drives are limited. A fourth one failed on Wednesday April 29th. We shut down the SAN on Friday May 1st to replace the storage processor, at which time the full extent of the problem became apparent. The primary and backup SAN are now out of sync and we have lost data from the primary system, which remains unstable and suffered two more drive failures today (for a total of six of 12 in that enclosure). We will be transitioning to the backup SAN this week, at which point we no longer have any system redundancy. Once we are on the backup SAN we no longer have disk-to-disk replication and the tape backups normally start Friday afternoon and don't conclude until Tuesday, so we have a bottleneck there. We run the risk of losing days' worth or work or having data we need access to for day-to-day operations be inaccessible.

The SAN houses four network drives that serve the following:

1) Mission-critical DNA profile data (genetic analyzer files) from both convicted offenders and felony arrestees, including archives of previously analyzed data back to 2007.
2) The network backup for work on staff C; drives
3) Contains all other shared files, including technical procedures in editing, scheduling information, operational information and administrative files, etc.
4) Contained IT-Specific information, including network applications and electronic downloads of software, installation files, etc. This drive is currently corrupted and not retrievable.

It is urgent that we purchase this equipment ASAP. The coordination with all of the above contracts/vendors, processing of multiple purchase orders at year-end adds addition time that we can't risk. Please consider this request. Call me if you need further information.

Diana La Rue
Department of Justice
IT Contracts and Procurement Unit
(916) 227-2711

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