IDAHO

State of Idaho

CHANGE ORDER - 01

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number:	PADD16200012
Account Number:	AC-1
Revision Number:	01
Change Order Date:	July 9, 2015
Service Start Date:	July 9, 2015
Service End Date:	March 31, 2017
Payment Method:	Invoice
Payment Terms:	NET30
Currency	USD
FOB Instruction:	Destination
Attachment(s):	**PADD16200012 Dell - Computer Equipment.pdf** :Signed PADD Document **ChangeLog.htm** :Purchase Order Change

Supplier

Amanda Hudson
DELL MARKETING LP
ONE DELL WAY RR8 BOX 8706
ROUND ROCK, TX 78682
Phone: 800 981-3355

Fax: 512 283-6161

Email: amanda_hudson@dell.com

Buyer Contact

Shawna West
Tel:208-332-1602
Fax: 208-327-7320
Shawna.West@adm.idaho.gov

Contract Number:

Bill To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Ship To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Instructions

PADD16200012 Change Order 1

This PADD is for Computer Equipment, Peripherals, and Related Services pursuant to NASPO ValuePoint (Formerly "WSCA" or "WSCA-NASPO") Master Price Agreement, Minnesota Agreement No. MNWNC-108. This administrative change is to attach the PADD document.

Original PADD: 07/09/15-03/31/17 $21,000,000.00

Change Order 1: 07/09/15-03/31/17 $0.00

Total PADD: $21,000,000.00

Items

Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total
	21	0	MON	$1,000,000.00	$21,000,000.00

Item Description #1

Change Order 1

Administrative Change - Attach PADD

Delivery Date: July 10, 2015
Shipping Method: Delivery
Shipping Instructions: Shipping instructions will be given by each Ordering Entity at the time of order.
Ship FOB: Destination
Attachment(s)
Special Instructions: Billing instructions will be given by each Ordering Entity at the time of order.

Sub-Total (USD)	$21,000,000.00
Estimated Tax (USD)	$0.00
TOTAL: (USD)	$21,000,000.00

Note: If there is a next to an item's unit price, that indicates that the price has been discounted.

Signature : Shawna West

Signed By : Shawna West

IDAHO

State of Idaho

Participating Addendum

Purchase Order Summary

Purchase Order Number:	PADD16200012
Account Number:	AC-1
Purchase Order Date:	July 8, 2015
Service Start Date:	July 9, 2015
Service End Date:	March 31, 2017
Payment Method:	Invoice
Payment Terms:	No Payment Terms specified
Currency	USD
FOB Instruction:	Destination
Attachment(s):	

Supplier

Amanda Hudson
DELL MARKETING LP
ONE DELL WAY RR8 BOX 8706
ROUND ROCK, TX 78682
Phone: 800 981-3355

Fax: 512 283-6161

Email: amanda_hudson@dell.com

Buyer Contact

Shawna West
Tel:208-332-1602
Fax: 208-327-7320
Shawna.West@adm.idaho.gov

Contract Number:

Bill To Address

DOP - Various State Agencies
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See Below for Details
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Various, Idaho 83702

Phone:	208-327-7465
Fax:	208-327-7320
Email:	purchasing@adm.idaho.gov
Mail Stop:	DOP - Various Locations

Ship To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone:	208-327-7465
Fax:	208-327-7320
Email:	purchasing@adm.idaho.gov
Mail Stop:	DOP - Various Locations

Instructions

NOTICE OF STATEWIDE CONTRACT (PADD) AWARD

This PADD is for Computer Equipment, Peripherals, and Related Services pursuant to NASPO ValuePoint (Formerly "WSCA" or "WSCA-NASPO") Master Price Agreement, Minnesota Agreement No. MNWNC-108. This PADD is for the benefit of State of Idaho agencies, institutions, and departments; as well as eligible political subdivisions or other "Public Agencies," as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the Ordering Entity will issue individual releases (delivery or purchase orders) against this Master Agreement on an as needed basis for a period of approximately 21 months, commencing July 9, 2015 and ending March 31, 2017, and will be coterminous with the Master Agreement and any extensions of the Master Agreement, unless extended, renewed, or terminated earlier.

PADD Title: Computer Equipment, Peripherals, and Related Services

PADD Usage Type: Mandatory Use

Public Agency Clause: Yes

PADD Administrator: Shawna West

Phone Number: 208-332-1602

Fax Number: 208-327-7320

Email: shawna.west@adm.idaho.gov

Contractor's Primary Contact: Amanda Hudson

Address: Dell Marketing LP, One Dell Way MS RR1-33, Round Rock, TX 78682

Phone Number: 301-345-1081

Email: amanda_hudson@dell.com

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING ENTITY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

QUANTITIES: The State of Idaho, Division of Purchasing, can only give an approximation of the monthly unit price and will not be held responsible for figures given in this document.

Items

Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total
	21	0	MON	$1,000,000.00	$21,000,000.00

Item Description #1

This Participating Addendum (PADD) covers the Computer Equipment, Peripherals, and Related Services contract issued by the State of Minnesota to Dell Marketing, L.P. (Master Agreement No. MNWNC-108), for use by State agencies and other entities located in the State.

Delivery Date: July 9, 2015

Shipping Method: Delivery

Shipping Instructions: Shipping instructions will be given by each Ordering Entity at the time of order.

Ship FOB: Destination

Attachment(s)

Special Instructions: Billing instructions will be given by each Ordering Entity at the time of order.

Sub-Total (USD)	$21,000,000.00
Estimated Tax (USD)	$0.00
TOTAL: (USD)	$21,000,000.00

Note: If there is a ⇩ next to an item's unit price, that indicates that the price has been discounted.

Signature : Shawna West

Signed By : Shawna West

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment, Peripherals, and Related Services
Administered by the State of Minnesota (hereinafter "Lead State")

Master Agreement No: MNWNC-108
Dell Marketing, L.P.
Dell Master Agreement No. WN91AGY
(hereinafter "Contractor")
And
The State of Idaho
Dell Contract Code WN11AGW
(hereinafter "State")

PADD 16200012

1. Scope: This Participating Addendum (PADD) covers the Computer Equipment, Peripherals, and Related Services contract issued by the State of Minnesota to Dell Marketing, L.P. (Master Agreement No. MNWNC-108), for use by State agencies and other entities located in the State.

The Contractor has been awarded Bands in the following categories:

Band 1: Desktop	Band 3: Tablet	Band 5: Storage
Band 2: Laptop	Band 4: Server	

Ruggedized equipment will be allowed in Bands 1-5.

2. Participation: Use of NASPO ValuePoint (formerly "WSCA" or "WSCA-NASPO") cooperative contracts by agencies, political subdivisions and other entities authorized by an individual state's statutes to use state contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official (in Idaho, the Administrator of the Division of Purchasing).

This PADD is for the benefit of State of Idaho agencies, institutions and departments; as well as eligible political subdivisions or other "Public Agencies," as defined by Idaho Code, Section 67-2327. The Public Agency placing an order (Ordering Entity) will issue individual releases (Orders) against this PADD on an as needed basis for the period noted in Section 4. "Public Agency" means any city or political subdivision of the state, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties; cities or any political subdivision created under the laws of the State of Idaho.

INDIVIDUAL CUSTOMER: Each Ordering Entity that places an Order under this PADD will be treated as if it is an Individual Customer. Except to the extent modified by this Participating Addendum, each Ordering Entity will be responsible to follow the terms and conditions of the Master Agreement; and will have the same rights and responsibilities for its purchases as the Lead State has in the Master Agreement. Each Ordering Entity will be responsible for its own charges, fees, and liabilities; and will have the same rights to any indemnity or to recover any costs allowed in the Master Agreement for its individual purchases.

3. Contractor Modifications or Additional Terms and Conditions to the Master Agreement:

3.1 Use of Purchasing-card is at time of order placement only, and not permitted for payment of invoices issued by Contractor.

3.2. Any assignment by Ordering Entity of its purchase order to a third-party financing company (other than Dell Financial Services, LLC) must be approved in advance in writing by Contractor, and in no case shall any such approval excuse Ordering Entity from its obligations hereunder.

3.3. Returns and Exchanges. Additional fees, including up to a 15% restocking fee, may apply and Ordering Entity will be notified if such fees apply upon Ordering Entity's request for return authorization (RMA).

3.4. Dispute Resolution. To the extent allowed by the applicable laws of the state of Idaho, Participating State and/or Ordering Entity and Contractor will attempt to resolve any Dispute through face-to-face negotiation with persons fully authorized to resolve the Dispute or through mediation utilizing a mediator agreed to by the parties, rather than through litigation. The existence or results of any negotiation or mediation will be treated as Confidential Information. Notwithstanding the foregoing, either party will have the right to seek from a state or federal court a temporary restraining order, preliminary injunction, or other equitable relief to preserve the status quo, prevent irreparable harm, avoid the expiration of any applicable limitations period, or preserve a superior position with respect to other creditors, although the merits of the underlying Dispute will be resolved in accordance with this paragraph. In the event the parties are unable to resolve the Dispute within thirty (30) days of notice of the Dispute to the other party, the parties shall be free to pursue all remedies available at law or in equity.

4. Term: This PADD will be effective July 1, 2015, or on the first day following final executed signatures, whichever is later, and will be coterminous with the Master Agreement and any extensions of the Master Agreement, unless extended, renewed or terminated earlier.

5. Configuration Dollar Limits: This PADD is not for the purchase of major hardware. The dollar limits identified below are based on a single computer configuration. This is not a restriction on the purchase of multiple configurations. The following configuration limits apply to this PADD:

ITEM	CONFIGURATION*
Storage	$500,000
Server	$500,000
Desktops	$10,000
Laptops	$10,000
Tablets	$5,000
Peripherals	$5,000
Services	No Limitation

*Configuration is defined as the combination of hardware and software components that make up the total functioning system. Software purchases are considered a part of the configuration limit of the equipment.

6. Restrictions: This PADD is restricted to purchases of computer hardware manufactured by Contractor. Each Ordering Entity may also purchase Contractor services required for installation, maintenance, and upgrade of the procured hardware. Additionally, each Ordering Entity may purchase Contractor offered peripherals compatible with the procured hardware. Purchases exclusively for software and printers will not be allowed via this PADD. Lease or rentals of equipment will also not be allowed via this PADD.

7. State Modifications or Additions to Master Agreement: Notwithstanding any provisions in the Master Agreement to the contrary, the following applies to this PADD:

7.1 Assignment: In accordance with Idaho Code 67-5726(1), no contract or order or any interest therein (i.e. this PADD or individual orders placed against this PADD) shall be transferred by the Contractor to whom such contract or order is given to any other party, without the approval in writing of the Administrator. Transfer of a contract without approval shall cause the annulment of the contract so transferred, at the option of the Administrator. All rights of action, however, for any breach of this PADD by the contracting parties are reserved by the Administrator. Notwithstanding the foregoing, subcontractors may be retained by Contractor from time to time in the ordinary course of business to perform CFI, warranty, break/fix, administrative and back office services who will not have access to Ordering Entity's confidential data other than billing and contact information and provided that Contractor shall remain responsible for the performance of its obligations under this Agreement.

7.2 Amendments: Amendments to the Master Agreement (including, but not limited to extensions, renewals, and modifications to the terms, conditions and pricing) will automatically be incorporated in this PADD unless the State elects not to incorporate an amendment by providing written notification to Contractor; which notice must be provided within 10 working days of the date of the amendment to the Master Agreement, in order to be effective. Failure to provide notice in accordance with this Section 7.2 will result in the Master Agreement amendment automatically being incorporated in this PADD.

7.3 Governing Law: Notwithstanding any provision to the contrary, the State's PADD and all orders issued under the PADD by Ordering Entities within the State shall be construed in accordance with and governed by the laws of the State. Any action to enforce the provisions of this PADD shall be brought in State district court in Ada County, Boise, Idaho. In the event any term of this PADD is held to be invalid or unenforceable by a court, the remaining terms of this PADD will remain in full force and effect. Except to the extent the provisions of the PADD are clearly inconsistent therewith, the PADD shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUCC).

7.4 Administrative Fee and Quarterly Usage Report:

The prices to be paid by the Ordering Entities shall be inclusive of a one and one quarter percent (1.25%) Administrative Fee (the State understands and agrees that Contractor will raise the negotiated Price Agreement prices by this amount). This additional percentage represents the Ordering Entity's contract usage administrative fee. On a quarterly basis, Contractor will remit to **State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075** an amount equal to one and one quarter percent (1.25%) of Contractor's net (sales minus credits) quarterly

Contract sales.

***For Example:** If the total of your net sales to Ordering Entities for one quarter = $10,000, you would remit $10,000 x 0.0125 = **$125** to the Division of Purchasing for that quarter, along with the required quarterly usage report.*

Contractor will furnish detailed usage reports on a quarterly basis to the Participating State in the form described Exhibit A. In ADDITION to quarterly detailed usage reports, Contractor must also submit a summary quarterly report of purchases made from the Contract utilizing the PADD SUMMARY USAGE REPORT FORM. A Summary Usage Report Form must be submitted for each quarter (enter "0" if no purchases were made during a quarter), and must include a breakdown of purchases by Entity Type (i.e. State Agency, Higher Education, K-12, City, County and 'other'), as provided on the Form.

Reporting Time Line (Fiscal Year Quarters)	Fee and Report Due
1st Quarter July 1 - Sept 30	October 31st
2nd Quarter Oct 1 - Dec 31	January 31st
3rd Quarter Jan 1 - Mar 31	April 30th
4th Quarter Apr 1 - Jun 30	July 31st

E-mail your completed Quarterly Summary Usage Reports to purchasing@adm.idaho.gov.

Mail your check, in the amount of the Quarterly Administrative Fee, to: **State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075**.

8. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	Amanda Hudson
Address	Dell Marketing LP, One Dell Way MS RR1-33, Round Rock, TX 78682
Telephone	301.345.1081
Fax	512.283.9092
E-mail	amanda_hudson@dell.com

State of Idaho

Name	Shawna West
Address	650 W. State St., B-15, P.O. Box 83720, Boise, ID 83720-0075
Telephone	208.332.1602
Fax	208.327.7465
E-mail	shawna.west@adm.idaho.gov

9. Partner Utilization: State authorized Value Added Resellers (VARS or "Resellers") and Agents are listed on the State of Idaho website, http://purchasing.idaho.gov/statewide_contracts.html. Contractor and State shall make determinations about which entities in the State of Idaho that the Contractor authorized

Reseller and Agents may support. Contractor authorized Resellers and Agents participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

9.1. Contractor authorized Resellers

a. Contractor authorized Resellers shall provide quotes, accept purchase orders, and accept payment from entities ordering under this Participating Addendum.

9.2. Contractor authorized Agents

a. Contractor authorized Agents are authorized to provide quotes, sales assistance, configuration guidance and ordering support for hardware, software and services available this Participating Addendum.
b. Contractor authorized Agents ARE NOT authorized to accept orders, purchase orders or payment from entities ordering under this Participating Addendum.

10. Applicable Terms: The State agrees to the terms of the Master Agreement only to the extent the terms are not in conflict with State law.

11. Orders: Any Order placed by an Ordering Entity for a Product or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement. All orders placed by Ordering Entities within the State must include the Participating State contract number: **PADD 16200012** as well as the Lead State Master Agreement No. **MNWNC-108**.

12. Order of Precedence:

12.1 The State's Participating Addendum ("PADD"); the State's PADD shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Minnesota NASPO ValuePoint Master Agreement;

12.2 Minnesota NASPO ValuePoint Master Agreement (includes negotiated Terms & Conditions);

12.3 The Solicitation including all Addendums; and,

12.4 Contract Vendor's response to the Solicitation.

13. Entire Agreement: This PADD and the Master Agreement No. MNWNC-108, together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written. 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 in Section 12, above. Contractor terms and conditions that apply 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 Contractor's response to the Solicitation, or terms listed or referenced on the Contractor's website, in the Contractor's quotation/sales order or in similar documents subsequently provided by the Contractor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

IN WITNESS WHEREOF, the parties execute this Participating Addendum.

Participating State: **IDAHO**	Contractor: **DELL MARKETING, L.P.**
By: Shawna West	By: Lauren Newberry
Name: Shawna West	Name: Lauren D. Newberry
Title: Buyer, Division of Purchasing	Title: Contracts Consultant
Date: 7/9/2015	Date: 7/9/2015

EXHIBIT A

Quarterly Usage Report

Quarterly Usage Reports shall be submitted in Microsoft Excel 97-03 format or an equivalent containing the following data fields. Fields with no data shall be left blank.

Field Name	COL #	Field Description	Data Type
VENDOR NAME	A	Name of Vendor	
VENDOR CONTRACT NUMBER	B	Lead State assigned contract number (using Lead State's numbering protocol)	Alpha Numeric
STATE	C	State postal abbreviation code (Alaska = AK, Missouri = MO, etc.)	Alpha Numeric
CUSTOMER TYPE (SEGMENT)	D	State Gov't, Education-K12, Education-HED, Local Gov't, Medical, Other - are acceptable segments. [determined by industrial practice for each contract - uniform for each contract]	Alpha Numeric
BILL TO NAME	E	Customer (agency) Bill to name	Alpha Numeric
BILL TO ADDRESS	F	Customer (agency) Bill to address	Alpha Numeric
BILL TO CITY	G	Customer (agency) Bill to city	Alpha Numeric
BILL TO ZIPCODE	H	Zip code in standard 5-4 format [standard 5 digits is acceptable, formatted as a zip code]	Alpha Numeric
SHIP TO NAME	I	Customer (agency) Ship to name	Alpha Numeric
SHIP TO ADDRESS	J	Customer (agency) Ship to address	Alpha Numeric
SHIP TO CITY	K	Customer (agency) Ship to city	Alpha Numeric
SHIP TO ZIPCODE	L	Zip code in standard 5-4 format [standard 5 digits is acceptable, formatted as a zip code]	Alpha Numeric
ORDER NUMBER	M	Vendor assigned order number	Alpha Numeric
CUSTOMER PO NUMBER	N	Customer provided Purchase Order Number	Alpha Numeric
CUSTOMER NUMBER	O	Vendor assigned account number for the purchasing entity	Alpha Numeric
ORDER TYPE	P	Sales order, Credit/Return, Upgrade/Downgrade, etc. [determined by industrial practice for each contract - uniform for each contract]	Alpha Numeric
PO DATE (ORDER DATE)	Q	(mm/dd/ccyy)	Numeric
SHIP DATE	R	(mm/dd/ccyy)	Numeric
INVOICE DATE	S	(mm/dd/ccyy)	Numeric
INVOICE NUMBER	T	Vendor assigned Invoice Number	Alpha Numeric
BAND NUMBER	U	Master Agreement Band Number	Numeric
CATEGORY CODE	V	Contract Vendor self defined field	Numeric
PRODUCT NUMBER	W	Product number of purchased product	Alpha Numeric
PRODUCT DESCRIPTION	X	Product description of purchased product	Alpha Numeric
UNSPSC	Y	Commodity-level code based on UNSPSC code rules	Alpha Numeric

Field Name	COL #	Field Description	Data Type
LIST PRICE/MSRP/CATALOG PRICE	Z	List Price - US Currency ($99999.999) [determined by industrial practice for each contract - uniform for each contract]	Numeric
IIST PRICE/MSRP/DATE	AA	(mm/dd/ccyy)	Alpha Numeric
DISCOUNT APPLIED	AB		Numeric
UNIT PRICE	AC	Unit Price - US Currency ($99999.999)	Numeric
QUANTITY	AD	Quantity Invoiced (99999.999)	Numeric
TOTAL PRICE	AE	Extended Price (unit price multiplied by the quantity invoiced) - US Currency ($999999999.999)	Numeric
NASPO ValuePoint ADMIN FEE	AF	Administrative Fee based on Total Price - US Currency ($999999.999)	Numeric
VAR/Reseller/Distributor	AG	If a VAR/Reseller/Distributor, name of VAR/Reseller/Distributor and state where located (may be a code with a cross reference sheet provided)	Alpha Numeric
Energy Star Compliant	AH	Yes = 1 No = 2 Energy Star Does not Apply = 0	Numeric
EPEAT Compliant	AI	Gold = 1 Silver = 2 Bronze = 3 EPEAT Does not Apply = 0	Numeric
PSP ID	AJ	Premium Savings Package Contract Vendor self defined field	Numeric
BYOD - Y/N	AK	If item was sold under a State's bring your own device program indicate yes and remove all non public information	Alpha Numeric
3RD PARTY PRODUCT Y/N	AL	If item sold is a third party product indicate yes.	Alpha Numeric