Idaho Division of Purchasing

Renewal

Purchase Order Name: Computer Equipment, Peripherals, & Related

Services- Dell

Contract Number: PADD16200012 **Parties:** State of Idaho

DELL MARKETING LP

This Renewal Value: 1,000,000.00 USD

Total Contract Value: 81,680,000.00 USD

 Start Date:
 8/1/2022 12:00 AM

 End Date:
 2/28/2023 11:59 PM

Contract Managers: Quinn Shea; quinn.shea@adm.idaho.gov

Instructions

PADD16200012, Computer Equipment, Peripherals, & Related Services- Dell (the "Contract") is extended for the time period, as provided above. All of the terms and conditions contained in the Contract shall remain in effect, except expressly modified herein. Contractor's signed Amendment 4 to PADD16200012 is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Dell Marketing LPAmanda Hudson

+1 800-981-3355 amanda_hudson@dell.com

Signature signed By: Quinn Shea 6/21/2022

Idaho Division of Purchasing

Renewal

Purchase Order Name: Computer Equipment, Peripherals, & Related

Services- Dell

Contract Number: PADD16200012 **Parties:** State of Idaho

DELL MARKETING LP

This Renewal Value: 14,000,000.00 USD

Total Contract Value: 80,680,000.00 USD

Start Date: 8/1/2021 12:00 AM 7/31/2022 11:59 PM

Contract Managers: Quinn Shea; quinn.shea@adm.idaho.gov

Instructions

PADD16200012, Computer Equipment, Peripherals, & Related Services- Dell (the "Contract") is extended for the time period, as provided above. All of the terms and conditions contained in the Contract shall remain in effect, except expressly modified herein. Contractor's signed Amendment 3 to PADD16200012 is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Dell Marketing LPAmanda Hudson

+1 800-981-3355 amanda_hudson@dell.com

BIII 10 Address	Ship to Address	
As detailed in sourcing event or contract instructions	As detailed in sourcing event or contract instructions	
Payment Details Payment Terms: Net 30		
Special Instructions: n/a Internal Comments: n/a		

Signature signed By: Quinn Shea



STATE OF MINNESOTA

Office of State Procurement 112 Administration Building 50 Sherburne Avenue St. Paul, MN 55155 Voice: 651.296.2600

Fax: 651.297.3996



May 7, 2021

Alyssa Sayles Dell Marketing L.P. One Dell Way Mailstop RR1-33 Legal Round Rock, TX 78682

Dear Ms. Sayles:

Please find enclosed Amendment 3 to NASPO Master Agreement No. MNWNC-108 for you to complete and return.

Using the DocuSign process, please have the attached document(s) signed and routed for the State's execution by **May 14, 2021**.

A current certificate of insurance from your insurer, in the amounts called for in the contract, is required now to complete the contract document. The insurance requirements are attached for your convenience. Please have your insurance provider send a copy of the COI electronically to Elizabeth Randa at Elizabeth.Randa@state.mn.us. No contract document will be executed with your company until the COI has been received and approved.

If the Amendment is not properly executed it will be returned to you. Upon receipt of the properly executed document, and after signatures are obtained from the appropriate State authorities, a copy of the completed Amendment will be sent to your company.

If you have any questions, please feel free to contact me.

Sincerely,

Andy Doran
IT Acquisitions Supervisor
Enclosure(s)

cc: Pamela Kunhart

AMENDMENT NO. 3 TO NASPO MASTER AGREEMENT NO. MNWNC-108

THIS AMENDMENT is by and between the State of Minnesota, acting through its Commissioner of Administration ("State"), and Dell Marketing L.P., One Dell Way, Mailstop RR1-33 Legal, Round Rock, TX 78682 ("Contractor" or "Contract Vendor").

WHEREAS, the State has a Contract with the Contractor identified as NASPO Master Agreement No. MNWNC-108, April 15, 2015, through July 31, 2021 ("Contract"), to provide Computer Equipment, Peripherals & Related Services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the Commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Office of State Procurement and the Contractor in a fully executed amendment to the Contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. That NASPO Master Agreement No. MNWNC-108 is extended through July 31, 2022, at the same prices, terms, and conditions.

This Amendment is effective beginning August 1, 2021, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. Dell Marketing L.P. The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances. By: Docusigned by:	2. Office of State Procurement In accordance with Minn. Stat. § 16C.03, subd. 3. By: Higher Randa 742DE739C8ED492 Title: Acquisition Management Specialist Date: 5/14/2021 3. Commissioner of Administration
Title: Contract Administrator	Or delegated representative.
Date: <u>5/10/2021</u>	By: Andy Doran
By: Signature	Date: 5/14/2021
Printed Name	
Title:	
Date:	

IDAHO

Idaho Division of Purchasing

Participating Addendum

Purchase Order Name: Computer Equipment, Peripherals, & Related Services- Dell

Contract Number: PADD16200012

Contract Value this Extension: \$14,000,000.00 USD Total Contract Value: \$66,680,000.00 USD

Purchase Order Date: 03/23/2020

Contract Term: 04/01/2020 -07/31/2021

Submitted By: Kaylee Starman

Supplier Shipping Details

DELL MARKETING LP Ship FOB: Destination, Prepaid

ONE DELL WAY RR8 BOX 8706

ROUND ROCK, TX, 11040 Shipping Instructions: per agency order

Phone: +1 800-981-3355 Fax: +1 512-283-6161

Email: amanda hudson@dell.com

Bill To Address Ship To Address

Agency

DOP - Various State Agencies Ship to Ordering

State of Idaho

Various Locations See Below for Details on Specific Locations Various, Idaho 83702

 Phone:
 208-327-7465
 Phone:
 208-327-7465

 Fax:
 208-327-7320
 Fax:
 208-327-7320

Email:purchasing@adm.idaho.govEmail:purchasing@adm.idaho.govMail Stop:DOP - Various LocationsMail Stop:DOP - Various Locations

Payment Details

Payment Terms: Net 30

Participating Addendum

PADD16200012 Change Order 3

IDAHO

This PADD is for Computer Equipment, Peripherals, and Related Services for the benefit of State of Idaho Agencies, Institutions, Departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327, is extended for an additional period of time, as provided above. All terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. NASPO ValuePoint Master Agreement Amendment 2 to extend Minnesota Agreement No. MNWNC-108 is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Original PADD: 7/1/15-3/31/17 \$21,000,000.00

Change Order 1: 7/1/15-3/31/17 \$0.00

Change Order 2: 4/1/17-3/31/20 \$31,680,000.00

This Extension: 4/1/2020 – 07/31/2021 \$14,000,000.00

Total PADD Value: \$ 66,680,000.00

Special Instructions:

Internal Comments:

Signature: Kaylee Starman

Signed By :

AMENDMENT NO. 2 TO CONTRACT MNWNC-108

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and Dell Marketing L.P., One Dell Way, Mailstop RR1-33 Legal, Round Rock, TX 78682 ("Contract Vendor").

WHEREAS, the State has a Contract with the Contract Vendor identified as Contract No. MNWNC-108, April 1, 2015, through March 31, 2020 ("Contract"), to provide Computer Equipment: Desktops, Laptops, Tablets, Servers, and Storage, including Related Peripherals and Services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Office of State Procurement and the Contract Vendor in a fully executed amendment to the Contract

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. That Contract No. MNWNG-108 is extended through July 31, 2021, at the same terms, conditions, and prices.

This Amendment is effective beginning April 1, 2020, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. DELL MARKETING L.P. The Contractor certifies that the appropriate person(a) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances. By: Signature Date: 12/19/19 By: Signature Signature	2. OFFICE OF STATE PROCUREMENT In accordance with Migri Stat \$ 60,03, subd. 3 By Title: Acquisition Management Specialist Date: 1.27,2020 3. COMMISSIONER OF ADMINISTRATION Or delegated representative By: May May Date: 1/27/2020
Printed Name: Title: Date:	

IDAHO

State of Idaho

CHANGE ORDER - 02

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Supplier

Purchase Order

Number:

PADD16200012

Amanda Hudson

DELL MARKETING LP

ONE DELL WAY RR8 BOX 8706

ROUND ROCK, TX 78682

Phone: 800 981-3355

Account Number:

AC-1

02

Fax: 512 283-6161

Revision Number:

Change Order Date:

March 17, 2017

Email: amanda_hudson@dell.com

Service Start Date:

July 9, 2015

Buyer Contact

Service End Date:

March 31, 2020

Stephanie Wildman Tel:208-332-1611 Fax: 208-327-7320

Payment Method:

Invoice

Stephanie.Wildman@adm.idaho.gov

Payment Terms:

NET30

Currency

USD

FOB Instruction:

Destination

MA extension Dell.pdf:

Attachment(s):

ChangeLog.htm :Purchase Order

Change

Contract Number:

Bill To Address

Ship To Address

DOP - Various State Agencies

State of Idaho
Various Locations
See Below for Details
on Specific Locations

Various, Idaho 83702

DOP - Various State Agencies

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

Phone:

208-327-7465

Phone:

208-327-7465

Fax: Email:

208-327-7320

Fax:

208-327-7320

purchasing@adm.idaho.gov

Email:

purchasing@adm.idaho.gov

Mail Stop:

DOP - Various Locations

Mail Stop:

DOP - Various Locations

Instructions

PADD16200012 Change Order 2

This PADD is for Computer Equipment, Peripherals, and Related Services for the benefit of State of Idaho Agencies, Institutions, Departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327, is renewed for an additional period of time, as provided above. All terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. NASPO ValuePoint Master Agreement Amendment to extend Minnesota Agreement No. MNWNC-108 is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Original PADD: 7/1/15-3/31/17 \$21,000,000.00

Change Order 1: 7/1/15-3/31/17 \$0.00

This Renewal: 4/1/17-3/31/20 \$31,680,000.00

Total PADD Value: \$52,680,000.00

		Items			
Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total
	3.00	0	ANN	10,560,000.00 \$	31,680,000.00
Item Description	#1				
	Three (3) year	renewal.			
	₽*				
Delivery Date:	March 17, 201	17			
Shipping Method:	Delivery				
Shipping Instructions:	Shipping instruction order.	uctions will be give	en by each	Ordering Entity at th	e time of
Ship FOB:	Destination				
Attachment(s)					
Special Instructions:	Dillian in about	:	haaah Os	dovina Falita et the f	
	Billing instruct	ions will be given	by each Or	dering Entity at the t	ime of order.

Sub-Total (USD) \$31,680,000.00

Estimated Tax (USD)

\$0.00

TOTAL: (USD)

\$31,680,000.00

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

Signature

Signed By: Stephanie Wildman

AMENDMENT NO. 1 TO CONTRACT NO. MNWNC-108

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and Dell Marketing L.P., One Dell Way, Mailstop RR1-33 Legal, Round Rock, TX 78682 ("Contract Vendor").

WHEREAS, the State has a Contract with the Contract Vendor identified as Contract No. MNWNC-108, April 1, 2015, through March 31, 2017 ("Contract"), to provide Computer Equipment: (Desktops, Servers, and Storage including Related Peripherals and Services); and

WHEREAS, Minn. Stat. § 16C,03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C,03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Materials Management Division and the Contract Vendor in a fully executed amendment to the Contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

- 1. That Contract No. MNWNC-108 is extended through March 31, 2020, at the same terms and conditions.
- 2. The Contract Vendor shall provide Computer Equipment: (Desktops, Servers, and Storage including Related Peripherals and Services) at the prices set forth on the attached Exhibit B, Pricing Schedule.

This Amendment is effective beginning April 1, 2017, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances. By: Diane Wigington Diane Wigington	ate: Acquisition Management Specialist ate: COMMISSIONER OF ADMINISTRATION Or delegated representative
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COMPUTER EQUIPMENT 2014-2020 Updated 04/01/2017



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

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LINK: http://ftpbox.us.dell.com/slg/wee	dy/delipricereport.pdf		Tolana.	*1112.5
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CERTIFICATE OF SIGNATURE AUTHORITY

This is to certify that the below named Individuals of Dell Federal Systems, L.P. are authorized to execute agreements, proposal documents, certificates and representations on behalf of and in the name of Dell Federal Systems, L.P. or any other Dell entity in accordance with Dell's Contracts, Proposals and Statements of Work (SOW) US Signature Policy. This certification shall become effective upon execution and continue until rescinded in whole or in part. If the employment status, title or roles and responsibilities of any of the below named individuals changes then their authority will be revised according to their then current employment status, title or roles and responsibilities. This certification may be rescinded in whole or in part, at any time without prior notice. Interested parties may request an updated certificate by written request to the following address:

Dell Federal Systems, L.P.
Customer Engagement Management
Contracts, Proposals & SOW
Certificate of Authority Request
One Dell Way, Malistop 8708
Round Rock, Texas 78682

John Lavorato, Executive Director - CEM Bobbi Dangerfield, VP Global Relationship **Business Operations** Jos Ayers, AVP - Federal Max Peterson, AVP - Federal Barbara Tomaschy, VP - Finance Scott Sanders, Executive Director - Finance Josh Bashara, Operations Director Kathleen Hines, Contracts Director Glen McGuire, Proposals Director Jane McKenzie, Contracts Director Rich Walsh, Contracts Director Kim James, Audit & Compilance Cindy Waldelich, Proposals Sr. Manager Dana Anderson, Contract Manager Pamale Aschenbrenner, Contract Manager, SOW Lorri Balley, Contract Manager John Billings, Proposal Manager Dennis Brand, Proposal Manager Kevin Bromley, Contracts Manager Eric Bufkin, Proposal Manager Solange Calo, Proposal Manager Lisa Campos, Proposal Manager Aimee Cantrell, Proposal Manager Renee Carrasco, Proposal Manager Daniela Chambless, Proposal Manager Michelle Chaney, Proposal Manager Len Collett, Contract Manager Mary Collins, Proposal Manager Chris Collinson, Proposal Manager Dennis Daley, Contract Manager Mitchell Duncan, Proposal Manager Montana Duncan, Contract Manager Greg Fletcher, Proposal Manager Meghan Filsakowski, Proposal Manager Ani Fox, Proposal Manager

Jody Hahn, Proposal Manager Jill Henderson, Contract Manager Brian Johnson, Proposal Manager Beth Jordan, Proposal Manager Kate Kauffman, Contract Manager, SOW Brice Kelly, Contract Manager Liz Killmer, Contract Manager Ashleigh Lane, Contract Manager Stephanie Lendecky, Contract Manager Scott Loras, Contract Manager Melanie Mack, Proposal Manager Christina McColly, Contract Manager Lauren McCosham, Contract Manager Staci McDonald, Proposal Manager Felicia Middleton, Proposal Manager Stephanie Miller, Contract Manager Clare Mooney, Proposal Manager Susan Morgan, Contract Manager Jeannine Nagel, Proposal Manager Kelly O'Shieles, Contract Manager Stan Parish, Proposal Manager Jennifer Parris, Contract Manager Phyllis Pate, Contract Manager Keon Robertson, Contract Manager, SOW Tiffany Roper, Proposal Manager Robert Saufferer, Contract Manager Mary Shuman, Proposal Manager Brian Sokoff, Proposal Menager Susan Spalding, Contracts Advisor Nicholas Stokes, Proposal Manager Ted Thomas, Proposal Manager Melissa Vaclavik, Proposal Manager Christian von Wupperfeld, Contract Manager Teresa Walden, Contract Manager David White, Contract Manager Diane Wigington, Contract Manager

Witness my hand gh the following day

Frank Muchleman

VP and General Manager - North America Public Business Group

6/6/2<

Dell Contidential

Supplier

Buyer Contact

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: Currency

NET30 USD

FOB Instruction:

Destination

Attachment(s):

PADD16200012 Dell - Computer

Equipment.pdf: Signed PADD Document

ChangeLog.htm: Purchase Order

Change

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

Amanda Hudson

DELL MARKETING LP

Phone: 800 981-3355

Fax: 512 283-6161

Shawna West

Tel:208-332-1602 Fax: 208-327-7320

ONE DELL WAY RR8 BOX 8706 **ROUND ROCK, TX 78682**

Email: amanda_hudson@dell.com

Shawna.West@adm.idaho.gov

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 Cl	hange - Attach PADD			
	R				
Delivery Date:	July 10, 2015				
Shipping Method:	Delivery				
Shipping Instructions:	Shipping instruct	ions will be given by	each Ordering	Entity at the time of	order.
Ship FOB:	Destination				
Attachment(s)					
Special Instructions:	Billing instruction	s will be given by ea	ch Ordering Er	ntity at the time of on	đer.

Sub-Total (USD)

\$21,000,000.00

Estimated Tax (USD)

\$0.00

TOTAL: (USD)

\$21,000,000.00

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

Signature: Thousand It

Signed By: Shawna West

JDAHO

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

USD

Currency

FOB Instruction:

on: 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

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

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.

Quantity	Book Ondon			
	Back Order	Unit	Unit Price	Total
21	0	MON	\$1,000,000.00	\$21,000,000.00
#1				
Related Services (Master Agreeme located in the Sta	contract issued by the nt No. MNWNC-108)	ne State of Min	nesota to Dell Marke	ting, L.P.
'				
Delivery				
Shipping instructi	ions will be given by	each Ordering	Entity at the time of	order.
Destination				
Billing instruction	s will be given by ea	ch Ordering Er	stity at the time of on	der.
	#1 This Participating Related Services (Master Agreeme located in the State of the	#1 This Participating Addendum (PADD) Related Services contract issued by the Master Agreement No. MNWNC-108) located in the State. July 9, 2015 Delivery Shipping instructions will be given by Destination	#1 This Participating Addendum (PADD) covers the Con Related Services contract issued by the State of Min (Master Agreement No. MNWNC-108), for use by St located in the State. July 9, 2015 Delivery Shipping instructions will be given by each Ordering Destination	#1 This Participating Addendum (PADD) covers the Computer Equipment, Per Related Services contract issued by the State of Minnesota to Dell Market (Master Agreement No. MNWNC-108), for use by State agencies and othe located in the State. July 9, 2015 Delivery Shipping instructions will be given by each Ordering Entity at the time of

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 :

Signed By: Shawna West

shouralle

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. <u>Scope</u>: 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. <u>Participation</u>: 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. <u>Term</u>: 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. <u>Configuration Dollar Limits</u>: 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. <u>Restrictions</u>: 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. <u>State Modifications or Additions to Master Agreement:</u> Notwithstanding any provisions in the Master Agreement to the contrary, the following applies to this PADD:
 - 7.1 <u>Assignment</u>: 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 <u>Amendments</u>: 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 <u>inclusive of</u> 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 \times 0.0125 = 125 to the Division of Purchasing for that quarter, along with the required quarterly usage report.

Contractor will furnish <u>detailed</u> 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 <u>PADD SUMMARY USAGE REPORT FORM</u>. 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
1 st Quarter July 1 - Sept 30 2 nd Quarter Oct 1 - Dec 31 3 rd Quarter Jan 1 - Mar 31 4 th Quarter Apr 1 - Jun 30	October 31 st January 31 st April 30 th July 31 st
	· ·

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. <u>Primary Contacts</u>: 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. <u>Partner Utilization:</u> 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
 - Contractor authorized Agents are authorized to provide quotes, sales assistance, configuration guidance and ordering support for hardware, software and services available this Participating Addendum.
 - Contractor authorized Agents ARE NOT authorized to accept orders, purchase orders or payment from entities ordering under this Participating Addendum.
- 10. <u>Applicable Terms</u>: 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: Shaunewys	By: Squeen owberry
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	ĞŌL #	Field Description	Data Type
VENDOR NAME	Α	Name of Vendor	
VENDOR CONTRACT NUMBER	В	Lead State assigned contract number (using Lead State's numbering protocol)	Alpha Numeric
STATE	С	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	Н	Zip code in standard 5-4 format (standard 5 digits is acceptable, formatted as a zip code)	Alpha Numeric
SHIP TO NAME	T	Customer (agency) Ship to name	Alpha Numeric
SHIP TO ADDRESS	1	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	М	Vendor assigned order number	Alpha Numeric
CUSTOMER PO NUMBER	N	Customer provided Purchase Order Number	Alpha Numeric
CUSTOMER NUMBER	0	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	Т	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	Х	Product description of purchased product	Alpha Numeric
UNSPSC	Υ	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 (\$99999999999)	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	Al	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