

NASPO ValuePoint
PARTICIPATING ADDENDUM



**SOFTWARE VALUE ADDED RESELLER (SVAR)
LED BY THE STATE OF ARIZONA**

Master Agreement #: CTR060024
Participating Addendum (PA) #: PADD20241796
Contractor: Dell Marketing L.P.
Participating Entity: **STATE OF IDAHO**

This Participating Addendum (PA) is entered into by Contractor and Participating Entity (collectively, the "Parties").

Scope and Participation:

1. Scope:
This PA only includes the Category 1 – General Mandatory Products and Services available through the Master Agreement referenced above.

Any scope exclusions specified herein apply only to this PA and shall not amend or affect other participating addendums or the Master Agreement itself.
2. Participation:
This PA covers participation of Participating Entity in the above-referenced Master Agreement between the State of Idaho and Contractor for Software Value Added Reseller – Category 1, General Mandatory - Products and Services. This PA must be used by all State agencies. This PA is optional for institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state in accordance with Idaho Code §67-9211. As used in this agreement, Purchasing Entity may be the State or other party entitled to purchase under this paragraph.
3. Term:
This PA shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the PA is terminated sooner in accordance with the terms set forth herein.
4. Value:
The estimated value of this PA is \$500,000.00 per year. The dollar amount listed is an estimate and cannot be guaranteed. The actual dollar amount of the PA may be more or less depending on the orders placed by each Purchasing Entity.
5. Primary Contacts: The following (or their named successors) are the primary contact individuals for this PA:

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CONTRACTOR:

Contractor:	Dell Marketing, L.P.
Name:	Ashley Salinas
Address:	One Dell Way, Round Rock, TX 78682
Telephone:	(512) 542-1237
Email:	A.Salinas@dell.com ; Dell Legal Notices@Dell.com

PARTICIPATING ENTITY:

Participating Entity	State of Idaho
Name:	Thayne Pearson
Address:	650 W. State St. Room 100
Telephone:	208-327-7465
Fax:	208-327-7320
Email:	Dophelpdesk@adm.idaho.gov

6. Participating Entity Modifications and Additions to the Master Agreement: This PA incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions**:

6.1 Governing Law: This PA shall be construed in accordance with and governed by the laws of the state of Idaho. Any action to enforce the provisions of this PA shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PA is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining terms of this PA will remain in full force and effect.

6.2 Amendments: Amendments must be mutually agreed upon and signed by both parties. 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 PA. .

6.3 Taxes: The State is generally exempt from payment of state sales and use taxes and from personal property tax for property purchased for its use. The State is generally exempt from payment of federal excise tax under a permanent authority from the District Director of the Internal Revenue Service (Chapter 32 Internal Revenue Code [No. 82-73-0019K]). Exemption certificates will be furnished by the State/purchasing entity in advance of quoting or purchase. If the Contractor is required to pay any taxes incurred as a result of doing business with the State, it shall be solely responsible for the payment of those taxes. If, after the effective date of the Contract, an Idaho political subdivision assesses, or attempts to assess, personal property taxes not applicable or in existence at the time the Contract becomes effective, the State will be responsible for such personal property taxes, after reasonable time to appeal. In

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no event shall the State be responsible for personal property taxes affecting items subject to the Contract at the time it becomes effective.

6.4 Certification Concerning Boycott of Israel: On April 26, 2021, Governor Little signed Senate Bill 1086. The bill creates a new section of code requiring all public entities in Idaho to insert a certification regarding boycotts of Israel in contracts and renewals of contracts that are effective on or after July 1, 2021. The Contractor certifies as follows:

Certification Concerning Boycott of Israel. Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

6.5 Disclosure of Abortion Related Matters: The State is subject to the No Public Funds for Abortion Act, Idaho Code title 18, chapter 87 (the "Act") and State employees who intentionally violate the provisions of the Act are subject to criminal prosecution. This provision is included in this letter to aid in compliance with the Act. The state of Idaho (State) requests that Contractor disclose, unless Contractor is within one of the exemptions provided in the Act, if it or an affiliate is or becomes, during the term of the Contract, an abortion provider and if it will use State facilities or public funds to provide, perform, participate in, promote or induce, assist, counsel in favor, refer or train a person for an abortion related activity. Please refer to the Act for definitions of the terms used in this section.

6.6 Idaho Administrative Fee and Quarterly Usage Report: This PA is subject to an Administrative Fee of one and one-quarter percent (1.25%), based on orders placed against the PA, as follows:

The prices to be paid by the Purchasing Entity must be inclusive of a one and one-quarter percent (1.25%) Administrative Fee. On a quarterly basis, Contractor must 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 PA sales. Administrative fees are paid based off invoice date and Dell contract code, and are not contingent on the State's approval. The Contractor is not obligated to pay fees for transactions booked under any contract other than this Agreement

Contractor must furnish detailed usage reports as designated by the Participating Entity. The Contractor must also submit a summary quarterly report of purchases made from the PA to purchasing@adm.idaho.gov, utilizing the PADD Summary Usage Report Form available for download at <https://purchasing.idaho.gov/information-for-vendors/>.

For example: if the total of Contractor's net sales to the Purchasing Entity for one quarter = \$10,000, Contractor would remit \$10,000 x 0.0125 = \$125 to the Division of Purchasing for what that quarter, along with the required quarterly usage report.

Reporting Timeline (Fiscal Year Quarters): Fee and Report Due:

1st Quarter:	July 1 – September 30	November 14
2nd Quarter:	October 1 – December 31	February 14
3rd Quarter:	January 1 – March 31	May 15

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4th Quarter:

April 1 – June 30

August 14

Refund of Administrative Fee: In the event that this PA is cancelled by the Participating Entity through no fault of the Contractor, or if item(s) are returned by the Purchasing Entity through no fault, act, or omission of the Contractor after the sale of any such item(s) to the Purchasing Entity, the Participating Entity will refund the Contractor any Administrative Fees remitted..

Failure to Remit Administrative Fee: If a Contractor fails to remit the Administrative Fee, as provided above, the Participating Entity, , may declare the Contractor in breach of the Contract after providing written notice of the alleged breach and thirty (30) days to cure. The Parties may mutually agree to extend the cure period beyond thirty (30) days. If the failure to remit the Administrative Fee is not cured, then the State may terminate the Contract under the termination for breach provisions of the Master Agreement.

6.7 Assignment: Contractor shall not assign this PA, or its rights, obligations, or any other interest arising from this PA, or delegate any of its performance obligations, without the express written consent of the Administrator of the Division of Purchasing. Transfer without such approval shall cause the annulment of the PA, at the option of the State. All rights of action, however, for any breach of the PA are reserved to the State. (I.C. § 67-9230).

Notwithstanding the foregoing, to the extent required by applicable law (including I.C. § 28-9-406), Contractor may assign its right to payment on an account provided that the State shall have no obligation to make payment to an assignee until thirty (30) days after Contractor (not the assignee) has provided the responsible procurement officer with (a) proof of the assignment, (b) the identity of the specific state contract to which the assignment applies, and (c) the name of the assignee and the exact address to which assigned payments should be made. The state may treat violation of the clause as an event of default.

6.8 Public Records and Trade Secret: A) Pursuant to Idaho Code Section 74-101, et seq., information or documents received by the State will be open to public inspection and copying unless the material is exempt from disclosure under applicable law. The person or entity submitting the material must clearly designate specific information within the document as "exempt," if claiming an exemption; and indicate the basis for such exemption (e.g. Trade Secret). The State will not accept the marking of an entire document as exempt; or a legend or statement on one page that all, or substantially all, of the document is exempt from disclosure. Notwithstanding the aforementioned, the State will immediately notify the Contractor of any request for information or documents under Idaho Code Section 74-101 that are a part of, or associated with, this Contract, so that Contractor may take all necessary steps to protect its legal rights.

B) Subject to the Limitation of Liability, Contractor shall indemnify and defend the State against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for the Contractor's failure to designate specific information within the document as exempt. The Contractor's failure to designate as exempt any document or portion of a document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any such release. If the State receives a request for materials claimed exempt by the Contractor, the Contractor shall provide the legal defense for such claim.

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6.9 Terms and Conditions in the Master Agreement that Do Not Apply to this PA: Any terms or conditions contained in the Master Agreement that do the following are not applicable to this PA:

Waive the sovereign immunity of the state of Idaho;

Subject the state of Idaho, its agencies, or political subdivisions of the state of Idaho to the jurisdiction of the courts of other states.

Limit the time in which the state of Idaho, its agencies, or political subdivisions of the state of Idaho may bring a legal claim to a period shorter than that provided in Idaho law.

Impose a payment obligation, including a rate of interest for late payments, less favorable than the obligations set forth in Section 67-2302, Idaho Code; or,

Require the state of Idaho, its agencies, or political subdivisions of the state of Idaho to accept arbitration or to waive right to a jury trial.

Require indemnification not specifically authorized by the Idaho legislature or subject to appropriation (pursuant to Section 67-9213, Idaho Code, and Section 59-1016, Idaho Code).

Hold employees or officers of the state of Idaho and of political subdivisions of the state of Idaho personally liable.

6.10 The Purchasing Entity's rights to use the Software delivered by Contractor are governed by the terms of the applicable end-user license agreement, including, if applicable, when such terms are provided via an Electronic Ordering System or other online form.

6.11 Contractor warrants that the Software and Services will perform substantially in a manner consistent with the corresponding standard documentation issued by the applicable Publisher.

6.12 Contractor is acting as a reseller for the Software and Services provided by the Software Publishers, and may not have direct access to, or control over, the operation, functionality, terms and conditions or data security of the Software or Services. The applicable Publisher and/or service provider shall remain responsible for performance of its products and services, including any data security, according to its standard terms. If requested, Contractor will reasonably cooperate with the Participating Entity and the Software Publishers as appropriate.

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

6.14 Any preprinted terms on a Purchasing Entity purchase order shall be given no force or effect and no terms of a purchase order that conflict with this Participating Addendum shall be binding on Contractor.

6.15 In the event of any audit, inspections, or testing, notwithstanding any conflicting terms in the Master Agreement, Contractor agrees to grant access to Contractor's sales records only, at the expense of the Participating Entity in exercise of its rights, provided that Contractor operations are not adversely interrupted, and Contractor is not unduly burdened from the cost of such an audit, inspection, or testing. As Contractor is a reseller of third party Software and Services, when requested, Contractor will work with the Participating Entity and such third party to reasonably

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assist in obtaining access to such records or testing as may be available and as applicable to the performance under this Participating Addendum.

6.16 If a Purchasing Entity requests removal of any of Contractor's personnel from Purchasing Entity's facilities or from further assignment Contractor will make reasonable efforts to honor such request when reasonable and commercially practicable, provided that Contractor shall maintain final authority over all personnel decisions.

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

7. Subcontractors: All contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity's state, as shown on Contractor's NASPO ValuePoint-specific webpage, may provide sales and service support to users of this PA. Participation of Contractor's contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Master Agreement. As such, Contractor may use affiliates or other qualified subcontractors to perform its obligations.
8. Orders: Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this PA shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of, the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to the order.
9. Pricing: The prices for the Software and Services shall be as specified in the Master Agreement, based on a markup of Contractor's invoiced cost (Exhibit A). Pricing shall not be based off a discount off manufacturer's suggested retail price, which is inapplicable to this Participating Addendum.
10. Lease Agreements: ***Reserved***

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IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

PARTICIPATING ENTITY

CONTRACTOR

Signature: <i>Thayne Pearson</i>	Signature: <i>Ana Pitti</i>
Name: Thayne Pearson	Name: Ana Pitti
Title: Purchasing Officer	Title: Paralegal Senior Analyst
Date: 10/20/2023	Date: Oct 18, 2023

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at info@naspovaluepoint.org.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.

**NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR)
STATE OF ARIZONA SOLICITATION #BPM002338
MANDATORY COST PROPOSAL FORM FOR ALL PUBLISHERS EXCEPT MICROSOFT AND ORACLE**

PUBLISHERS		MAXIMUM MARKUP ON RESELLER'S INVOICED COST
Tier I Publishers (Key Itemized Publishers)		
1	ADOBE	1.95%
2	CA TECHNOLOGIES	3.45%
3	CISCO	2.25%
4	COMMVault	2.25%
5	IBM	2.25%
6	RED HAT	3.45%
7	SPLUNK	2.25%
8	TABLEAU	2.25%
9	VEEAM	2.25%
10	VMWARE	4.25%
Tier II Publishers (Other Itemized Publishers)		
11	AUTODESK	3.45%
12	BARRACUDA NETWORKS	3.45%
13	BMC SOFTWARE	3.45%
14	CHECK POINT SOFTWARE	2.25%
15	CHERWELL	2.25%
16	CITRIX	3.45%
17	CPI	2.25%
18	CROWDSTRIKE	2.25%
19	DELL	4.25%
20	DELPHIX	2.25%
21	DOCUSIGN	2.25%
22	DYNATRACE	2.25%
23	FORCEPOINT	2.25%
24	FORTINET	2.25%
25	GOOGLE	3.45%
26	INFORMATICA	2.25%
27	IVANTI	2.25%
28	KNOWBE4	2.25%
29	MCAFEE	3.45%
30	MICRO FOCUS	2.25%
31	MULESOFT	2.25%
32	NETMOTION	2.25%
33	OKTA	2.25%
34	OPENTEXT	2.25%
35	PROGRESS SOFTWARE	2.25%
36	PROOFPOINT	2.25%

37	QUEST SOFTWARE	3.45%
38	RAPID7	2.25%
39	RSA SECURITY	2.25%
40	SALESFORCE	2.25%
41	SAP	2.25%
42	SOLARWINDS	2.25%
43	SOPHOS	2.25%
44	SPILLMAN	2.25%
45	SYMANTEC	3.45%
46	TENABLE	2.25%
47	TREND MICRO	2.25%
48	VARONIS	2.25%
49	VERITAS	2.25%
50	ZOHO	2.25%
	Non-itemized Publishers	
51	All other publishers	3.25%
		HOURLY RATE
52	Reseller Services	
53	- Asset management	\$300.00
54	- Solutions architect	\$284.00
55	- Senior solutions architect	\$300.00
56	- Program engagement manager	\$372.00
57	- Project leader	\$330.00
58	- Project manager	\$273.00
59	- Senior project manager	\$301.00

**NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR)
STATE OF ARIZONA SOLICITATION #BPM002338
OPTIONAL SERVICES COST PROPOSAL FORM FOR ALL PUBLISHERS EXCEPT MICROSOFT AND ORACLE**

OPTIONAL SERVICES	HOURLY RATE
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VMware-specific services rates		
6	Senior Architect	\$328.00
7	Enterprise Architect	\$359.88
8	Inside Project Manager	\$177.13
9	Program Manager	\$297.13
10	Associate Consultant	\$147.25
11	Consultant	\$223.25
12	Senior Consultant	\$249.25
13	Consulting Architect	\$307.25

**NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR)
STATE OF ARIZONA SOLICITATION #BPM002338
MANDATORY COST PROPOSAL FORM FOR MICROSOFT ONLY**

SUBCATEGORY		MAXIMUM MARKUP ON RESELLER'S INVOICED COST (may be negative if sold at loss)
	Itemized Microsoft Offerings	
1	EMS E5	1.13%
2	G1	1.13%
3	G2	1.13%
4	G3	1.13%
5	G5	1.13%
6	Govt E4	1.13%
7	Advanced Threat Protection	1.13%
8	Power BI	1.13%
9	Exchange Online	1.13%
10	Kiosk F3 Now	1.13%
11	Dynamics	1.13%
12	PowerApps	1.13%
13	Project Online	1.13%
14	Azure	1.13%
	All Other Microsoft Offerings	
15	SaaS	1.13%
16	On-Premise	1.13%
	Resold In-scope Professional Services	
17	- Ongoing maintenance & support services not included in software license agreement	0.00%
18	- Deployment services	0.00%
19	- Architectural design services	0.00%
20	- Training deployment services	0.00%
21	All other resold in-scope professional services	0.00%
		HOURLY RATE
	In-scope Reseller Services	
22	- Asset management	\$300.00
23	- Solutions architect	\$284.00
24	- Senior solutions architect	\$300.00
25	- Program engagement manager	\$372.00
26	- Project leader	\$330.00
27	- Project manager	\$273.00
28	- Senior project manager	\$301.00