

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14252 OC

PAGE 1 of 2	ORDER DATE 10/24/23
BUSINESS UNIT 9000	BUYER MATTHEW CADDY (AS)
VENDOR NUMBER: 3260939	
VENDOR ADDRESS: DELL MARKETING LP SLG SALES 1 DELL WAY BLDG RR2W-2 STOP 2-2-V2 ROUND ROCK TX 78682-7000	

THE CONTRACT PERIOD IS:

NOVEMBER 1, 2023 THROUGH JANUARY 31, 2024

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Originally awarded from NASPO Value Point Contract MNWNC-108

Supply and deliver Computer Equipment (Desktop, Laptop, Tablet, Server and Storage), Peripherals and Related Services, FOB Destination, to the State of Nebraska per the following Contract Information and attached Participating Addendum.

Dell Marketing, L.P. NASPO ValuePoint website: <http://www.dell.com/learn/us/en/04/slg/nebraska?c=us&l=en&s=bsd&cs=04>

The Dell Marketing, L.P. NASPO ValuePoint website will assist you with contact information, product and service information, product configuration, pricing, how to order, warranty support, etc.

The State Purchasing Bureau encourages agencies to contact the designated Inside Sales Representative/Account Representative to learn more about special promotions, and to obtain volume discount quotes.

The following configuration limits apply to this contract:

- Desktop: \$10,000
- Laptop: \$10,000
- Tablet: \$5,000
- Server: \$500,000
- Storage: \$500,000

The dollar limits identified above are based on a SINGLE computer configuration. This is NOT a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 Desktops for a total purchase price of \$10,000).

The Purchase Order must include the State of Nebraska NASPO ValuePoint Contract #14252 OC and the Dell Marketing, L.P. NASPO ValuePoint Master Agreement Number MNWNC-108 and also must include Dell Contract Code WN20AGW.

Leasing for State Agencies is outside the scope of the NASPO ValuePoint Agreement and this contract.

Political Subdivisions are responsible for processing Purchase Orders directly with the contracted vendor.



DocuSigned by:
Matthew Caddy 10/24/2023
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DS
RT

DocuSigned by:
Amara Block 11/8/2023
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MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AMENDMENT

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PAGE 2 of 2	ORDER DATE 10/24/23
BUSINESS UNIT 9000	BUYER MATTHEW CADDY (AS)
VENDOR NUMBER: 3260939	

CONTRACT NUMBER
14252 OC

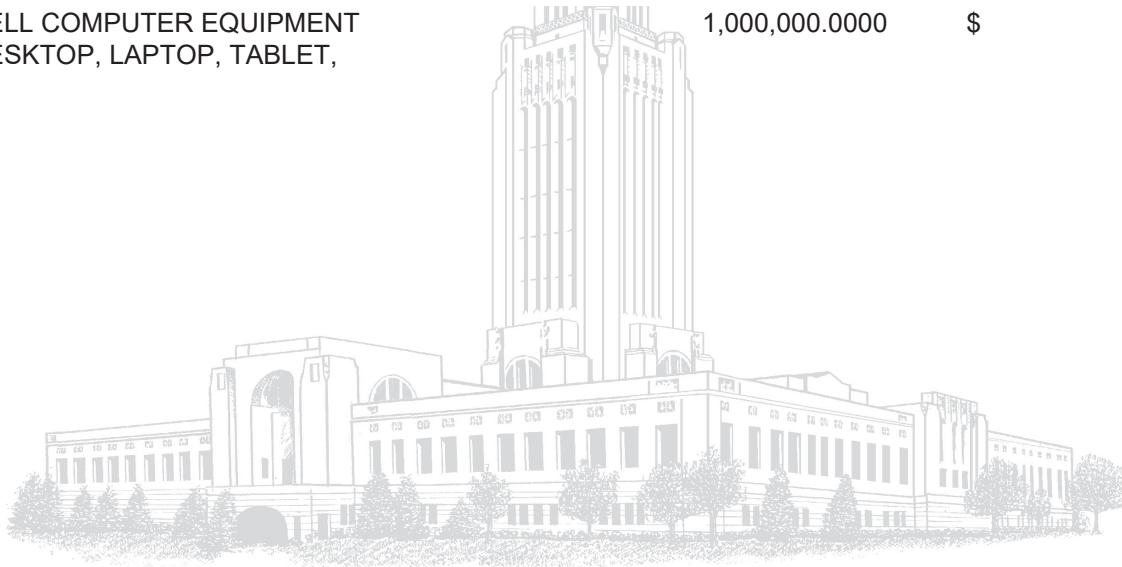
(For the File: This RFP and Contract are bid and awarded by the State of Minnesota. All backup bids, etc., are retained by the State of Minnesota, Department of Administration, Materials Management Division.)

(For the File: The NASPO ValuePoint/Dell Marketing, L.P. Master Price Agreement contract period was effective on April 1, 2015. The NASPO ValuePoint/Dell Marketing, L.P. Participating Addendum became effective on October 15, 2015.)

Vendor Contact: Erika Gurrola
 Phone: 512-513-9385
 Email: Erika.Gurrola@dell.com

THIS IS THE THIRD (3) RENEWAL OF THE PARTICIPATING ADDENDUM AS AMENDED. (07/13/21 SC)
 PARTICIPATING ADDENDUM AMENDMENT SEVEN (7) AS ATTACHED. (07/19/23 AM)
 PARTICIPATING ADDENDUM AMENDMENT EIGHT (8) AS ATTACHED. (10/24/23 AM)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	DELL COMPUTER EQUIPMENT DESKTOP, LAPTOP, TABLET,	1,000,000.0000	\$	1.0000



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BUYER INITIALS

**PARTICIPATING ADDENDUM
Amendment Eight
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")**

Master Agreement No: MNWNC-108
Dell Marketing, L.P.
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 14252 OC (the "Contract")

THIS AMENDMENT is by and between the Participating State and the Contractor.

WHEREAS, the Lead State has a contract with the Contractor identified as No. MNWNC-108 to provide Computer Equipment; and the State of Nebraska has entered into a Participating Addendum (PA) with the Contractor identified as 14252 OC.

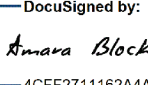
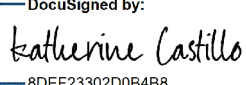
WHEREAS, the terms of the Contract specifically state that the contract may be amended per agreement by both parties. The State of Nebraska wishes to continue to take advantage of the existing contract.

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

1. The contract period is extended from November 1, 2023, through January 31, 2024.

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: State of Nebraska	Contractor: Dell Marketing, L.P.
By:  <small>DocuSigned by: 4CFF2711162A4A2...</small>	By:  <small>DocuSigned by: 8DEF23302D0B4B8...</small>
Name: Amara Block	Name: Katherine Castillo
Title: Materiel Administrator	Title: ParaLegal Advisor
Date: 11/8/2023	Date: 11/1/2023

AMENDMENT NO. 7 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 1, 2015, through October 31, 2023 (“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 January 31, 2024, at the same prices, terms, and conditions.

This Amendment is effective upon the date that the final required signatures are obtained, 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.

<p>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.</p> <p>DocuSigned by: By: <u>Katherine Castillo</u> 8DEF23302D0B4B8...</p> <p><u>Katherine Castillo</u> Printed Name</p> <p>Title: <u>ParaLegal Advisor</u></p> <p>Date: <u>10/5/2023</u></p> <p>By: _____ Signature</p> <p>_____ Printed Name</p> <p>Title: _____</p> <p>Date: _____</p>	<p>2. Office of State Procurement In accordance with Minn. Stat. § 16C.03, subd. 3.</p> <p>DocuSigned by: By: <u>Elizabeth M. Randa</u> 742DE739C8ED492...</p> <p>Title: <u>Acquisition Management Specialist</u></p> <p>Date: <u>10/5/2023</u></p> <p>3. Commissioner of Administration Or delegated representative.</p> <p>DocuSigned by: By: <u>Andy Doran</u> 68D02A26D7604BA...</p> <p>Date: <u>10/5/2023</u></p>
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STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14252 OC

PAGE 1 of 2	ORDER DATE 07/19/23
BUSINESS UNIT 9000	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER: 3260939	
VENDOR ADDRESS: DELL MARKETING LP SLG SALES 1 DELL WAY BLDG RR2W-2 STOP 2-2-V2 ROUND ROCK TX 78682-7000	

THE CONTRACT PERIOD IS:

AUGUST 01, 2023 THROUGH OCTOBER 31, 2023

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Originally awarded from NASPO Value Point Contract MNWNC-108

Supply and deliver Computer Equipment (Desktop, Laptop, Tablet, Server and Storage), Peripherals and Related Services, FOB Destination, to the State of Nebraska per the following Contract Information and attached Participating Addendum.

Dell Marketing, L.P. NASPO ValuePoint website: <http://www.dell.com/learn/us/en/04/slg/nebraska?c=us&l=en&s=bsd&cs=04>

The Dell Marketing, L.P. NASPO ValuePoint website will assist you with contact information, product and service information, product configuration, pricing, how to order, warranty support, etc.

The State Purchasing Bureau encourages agencies to contact the designated Inside Sales Representative/Account Representative to learn more about special promotions, and to obtain volume discount quotes.

The following configuration limits apply to this contract:

Desktop: \$10,000
Laptop: \$10,000
Tablet: \$5,000
Server: \$500,000
Storage: \$500,000

The dollar limits identified above are based on a SINGLE computer configuration. This is NOT a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 Desktops for a total purchase price of \$10,000).

The Purchase Order must include the State of Nebraska NASPO ValuePoint Contract #14252 OC and the Dell Marketing, L.P. NASPO ValuePoint Master Agreement Number MNWNC-108 and also must include Dell Contract Code WN20AGW.

Leasing for State Agencies is outside the scope of the NASPO ValuePoint Agreement and this contract.

Political Subdivisions are responsible for processing Purchase Orders directly with the contracted vendor.

DocuSigned by:
Dianna Gilliland 023
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BUYER

DocuSigned by:
RT 7/23/2023

DocuSigned by:
Amara Block 7/31/2023
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MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
 1526 K Street, Suite 130
 Lincoln, Nebraska 68508

Telephone: (402) 471-6500
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PAGE 2 of 2	ORDER DATE 07/19/23
BUSINESS UNIT 9000	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER: 3260939	

CONTRACT NUMBER
14252 OC

(For the File: This RFP and Contract are bid and awarded by the State of Minnesota. All backup bids, etc., are retained by the State of Minnesota, Department of Administration, Materials Management Division.)

(For the File: The NASPO ValuePoint/Dell Marketing, L.P. Master Price Agreement contract period was effective on April 1, 2015. The NASPO ValuePoint/Dell Marketing, L.P. Participating Addendum became effective on October 15, 2015.)

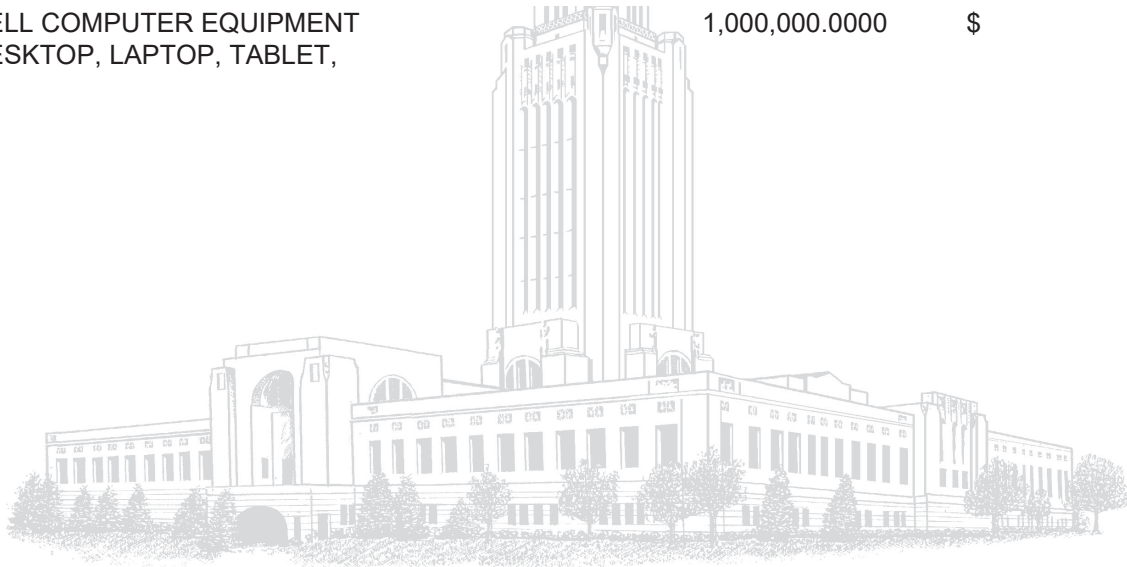
Vendor Contact: Erika Gurrola
 Phone: 512-513-9385
 Email: Erika.Gurrola@dell.com

THIS IS THE THIRD (3) RENEWAL OF THE PARTICIPATING ADDENDUM AS AMENDED. (07/13/21 SC)

PARTICIPATING ADDENDUM AMENDMENT SEVEN (7) AS ATTACHED. (07/19/23 AM)



Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	DELL COMPUTER EQUIPMENT DESKTOP, LAPTOP, TABLET,	1,000,000.0000	\$	1.0000



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BUYER INITIALS

**PARTICIPATING ADDENDUM
Amendment Seven
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")**

Master Agreement No: MNWNC-108
Dell Marketing, L.P.
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 14252 OC (the "Contract")

THIS AMENDMENT is by and between the Participating State and the Contractor.

WHEREAS, the Lead State has a contract with the Contractor identified as No. MNWNC-108 to provide Computer Equipment; and the State of Nebraska has entered into a Participating Addendum (PA) with the Contractor identified as 14252 OC.

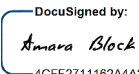

WHEREAS, the terms of the Contract specifically state that the contract may be amended per agreement by both parties. The State of Nebraska wishes to continue to take advantage of the existing contract.

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

1. The contract period is extended from August 1, 2023, through October 31, 2023.

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: State of Nebraska	Contractor: Dell Marketing, L.P.
By:  <small>DocuSigned by: Amara Block 4CFF2711162A4A2...</small>	By:  <small>DocuSigned by: Katherine Castillo 8DEF23302D084B8...</small>
Name: Amara Block	Name: Katherine Castillo
Title: Materiel Administrator	Title: ParaLegal Advisor
Date: 7/31/2023	Date: 7/27/2023

AMENDMENT NO. 6 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 1, 2015, through July 31, 2023 (“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 October 31, 2023, at the same prices, terms, and conditions.

This Amendment is effective upon the date that the final required signatures are obtained, 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.

<p>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.</p> <p>DocuSigned by: By: <u>Katherine Castillo</u> 8DEF23302D0B4B8... Katherine Castillo Printed Name</p> <p>Title: <u>Paralegal Advisor</u></p> <p>Date: <u>6/13/2023</u></p> <p>By: _____ Signature</p> <p>Printed Name</p> <p>Title: _____</p> <p>Date: _____</p>	<p>2. Office of State Procurement In accordance with Minn. Stat. § 16C.03, subd. 3.</p> <p>DocuSigned by: By: <u>Elizabeth Randa</u> 742DE739C8ED492...</p> <p>Title: <u>Acquisition Management Specialist</u></p> <p>Date: <u>6/13/2023</u></p> <p>3. Commissioner of Administration Or delegated representative.</p> <p>DocuSigned by: By: <u>Andy Doran</u> 68D02A26D7604BA... 6/13/2023</p> <p>Date: _____</p>
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STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14252 OC

PAGE 1 of 2	ORDER DATE 02/28/23
BUSINESS UNIT 9000	BUYER JOY FISCHER (AS)
VENDOR NUMBER: 3260939	
VENDOR ADDRESS: DELL MARKETING LP SLG SALES 1 DELL WAY BLDG RR2W-2 STOP 2-2-V2 ROUND ROCK TX 78682-7000	

THE CONTRACT PERIOD IS:

MARCH 01, 2023 THROUGH JULY 31, 2023

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Originally awarded from NASPO Value Point Contract MNWNC-108

Supply and deliver Computer Equipment (Desktop, Laptop, Tablet, Server and Storage), Peripherals and Related Services, FOB Destination, to the State of Nebraska per the following Contract Information and attached Participating Addendum.

Dell Marketing, L.P. NASPO ValuePoint website: <http://www.dell.com/learn/us/en/04/slg/nebraska?c=us&l=en&s=bsd&cs=04>

The Dell Marketing, L.P. NASPO ValuePoint website will assist you with contact information, product and service information, product configuration, pricing, how to order, warranty support, etc.

The State Purchasing Bureau encourages agencies to contact the designated Inside Sales Representative/Account Representative to learn more about special promotions, and to obtain volume discount quotes.

The following configuration limits apply to this contract:

- Desktop: \$10,000
- Laptop: \$10,000
- Tablet: \$5,000
- Server: \$500,000
- Storage: \$500,000

The dollar limits identified above are based on a SINGLE computer configuration. This is NOT a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 Desktops for a total purchase price of \$10,000).

The Purchase Order must include the State of Nebraska NASPO ValuePoint Contract #14252 OC and the Dell Marketing, L.P. NASPO ValuePoint Master Agreement Number MNWNC-108 and also must include Dell Contract Code WN20AGW.

Leasing for State Agencies is outside the scope of the NASPO ValuePoint Agreement and this contract.

Political Subdivisions are responsible for processing Purchase Orders directly with the contracted vendor.

DocuSigned by:

Joy Fischer

3/1/2023

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BUYER

DocuSigned by:

Amara Block

3/2/2023

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MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AMENDMENT

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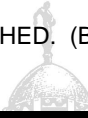
PAGE 2 of 2	ORDER DATE 2/28/23
BUSINESS UNIT 9000	BUYER JOY FISCHER (AS)
VENDOR NUMBER: 3260939	

(For the File: This RFP and Contract are bid and awarded by the State of Minnesota. All backup bids, etc., are retained by the State of Minnesota, Department of Administration, Materials Management Division.)

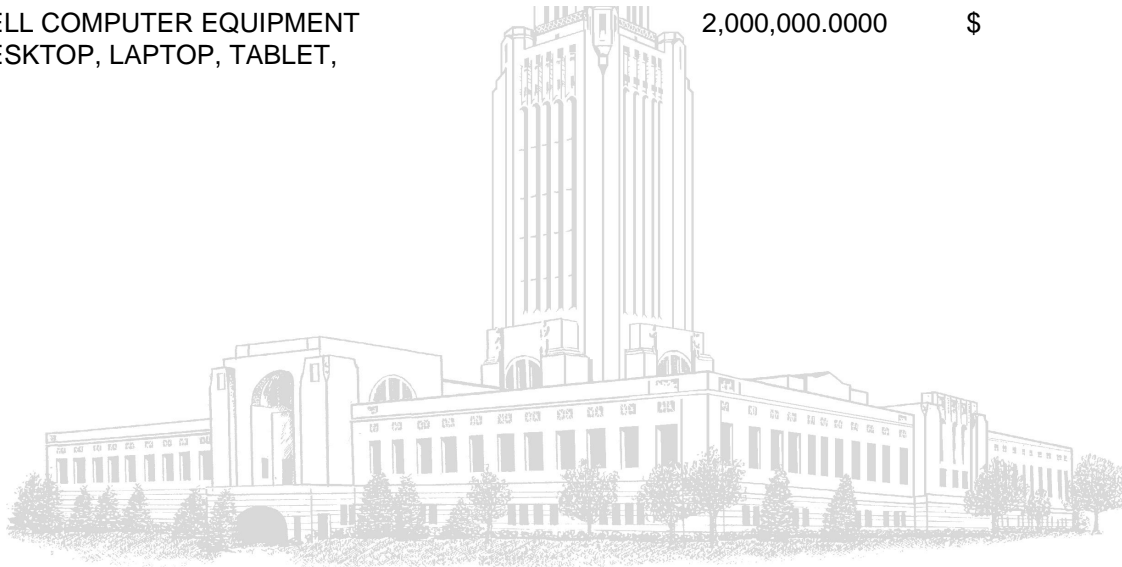
(For the File: The NASPO ValuePoint/Dell Marketing, L.P. Master Price Agreement contract period was effective on April 1, 2015. The NASPO ValuePoint/Dell Marketing, L.P. Participating Addendum became effective on October 15, 2015.)

Vendor Contact: Erika Gurrola
Phone: 512-513-9385
Email: Erika.Gurrola@dell.com

PARTICIPATING ADDENDUM AMENDMENT SIX (6) AS ATTACHED. (BT 02/28/23)



Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	DELL COMPUTER EQUIPMENT DESKTOP, LAPTOP, TABLET,	2,000,000.0000	\$	1.0000



DS
JF

BUYER INITIALS

**PARTICIPATING ADDENDUM
Amendment Six
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")**

Master Agreement No: MNWNC-108
Dell Marketing, L.P.
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 14252 OC (the "Contract")

THIS AMENDMENT is by and between the Participating State and the Contractor.

WHEREAS, the Lead State has a contract with the Contractor identified as No. MNWNC-108 to provide Computer Equipment; and the State of Nebraska has entered into a Participating Addendum (PA) with the Contractor identified as 14252 OC.

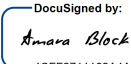
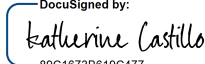
WHEREAS, the terms of the Contract specifically state that the contract may be amended per agreement by both parties. The State of Nebraska wishes to continue to take advantage of the existing contract.

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

1. The contract period is extended from March 1, 2023, through July 31, 2023.

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: State of Nebraska	Contractor: Dell Marketing, L.P.
By:  <small>DocuSigned by: Amara Block</small>	By:  <small>DocuSigned by: Katherine Castillo</small>
Name: Amara Block	Name: Katherine Castillo
Title: Materiel Administrator	Title: Paralegal Advisor
Date: 3/2/2023	Date: 2/17/2023

AMENDMENT NO. 5 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 1, 2015, through February 28, 2023 (“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, 2023, at the same prices, terms, and conditions.

This Amendment is effective upon the date that the final required signatures are obtained, 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.

<p>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.</p> <p>DocuSigned by: By: <u>Katherine Castillo</u> Signature ID: EF23302D0B4B8...</p> <p><u>Katherine Castillo</u> Printed Name</p> <p>Title: <u>Paralegal Advisor</u></p> <p>Date: <u>1/10/2023</u></p> <p>By: _____ Signature</p> <p>Printed Name</p> <p>Title: _____</p> <p>Date: _____</p>	<p>2. Office of State Procurement In accordance with Minn. Stat. § 16C.03, subd. 3.</p> <p>DocuSigned by: By: <u>Elizabeth M. Randa</u> 742DE739C8ED492...</p> <p>Title: <u>Acquisition Management Specialist</u></p> <p>Date: <u>2/1/2023</u></p> <p>3. Commissioner of Administration Or delegated representative.</p> <p>DocuSigned by: By: <u>Andy Doran</u> 68D02A26D7604BA...</p> <p>Date: <u>2/1/2023</u></p>
---	--

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE 1 of 2	ORDER DATE 07/27/22
BUSINESS UNIT 9000	BUYER JOY FISCHER (AS)
VENDOR NUMBER: 3260939	
VENDOR ADDRESS: DELL MARKETING LP SLG SALES 1 DELL WAY BLDG RR2W-2 STOP 2-2-V2 ROUND ROCK TX 78682-7000	

CONTRACT NUMBER
14252 OC

THE CONTRACT PERIOD IS:

AUGUST 01, 2022 THROUGH FEBRUARY 28, 2023

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Originally awarded from NASPO Value Point Contract MNWNC-108

Supply and deliver Computer Equipment (Desktop, Laptop, Tablet, Server and Storage), Peripherals and Related Services, FOB Destination, to the State of Nebraska per the following Contract Information and attached Participating Addendum.

Dell Marketing, L.P. NASPO ValuePoint website: <http://www.dell.com/learn/us/en/04/slg/nebraska?c=us&l=en&s=bsd&cs=04>

The Dell Marketing, L.P. NASPO ValuePoint website will assist you with contact information, product and service information, product configuration, pricing, how to order, warranty support, etc.

The State Purchasing Bureau encourages agencies to contact the designated Inside Sales Representative/Account Representative to learn more about special promotions, and to obtain volume discount quotes.

The following configuration limits apply to this contract:

- Desktop: \$10,000
- Laptop: \$10,000
- Tablet: \$5,000
- Server: \$500,000
- Storage: \$500,000

The dollar limits identified above are based on a SINGLE computer configuration. This is NOT a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 Desktops for a total purchase price of \$10,000).

The Purchase Order must include the State of Nebraska NASPO ValuePoint Contract #14252 OC and the Dell Marketing, L.P. NASPO ValuePoint Master Agreement Number MNWNC-108 and also must include Dell Contract Code WN20AGW.

Leasing for State Agencies is outside the scope of the NASPO ValuePoint Agreement and this contract.

Political Subdivisions are responsible for processing Purchase Orders directly with the contracted vendor.



DocuSigned by:
Joy Fischer
8D62163E69CA4C2...
BUYER

DS
PK

DocuSigned by:
Amara Block
4CFE2711162A4A2...
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
 1526 K Street, Suite 130
 Lincoln, Nebraska 68508

Telephone: (402) 471-6500
 Fax: (402) 471-2089

CONTRACT NUMBER
14252 OC

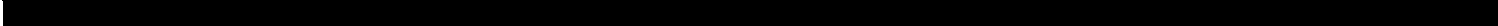
PAGE 2 of 2	ORDER DATE 07/27/22
BUSINESS UNIT 9000	BUYER JOY FISCHER (AS)
VENDOR NUMBER: 3260939	

(For the File: This RFP and Contract are bid and awarded by the State of Minnesota. All backup bids, etc., are retained by the State of Minnesota, Department of Administration, Materials Management Division.)

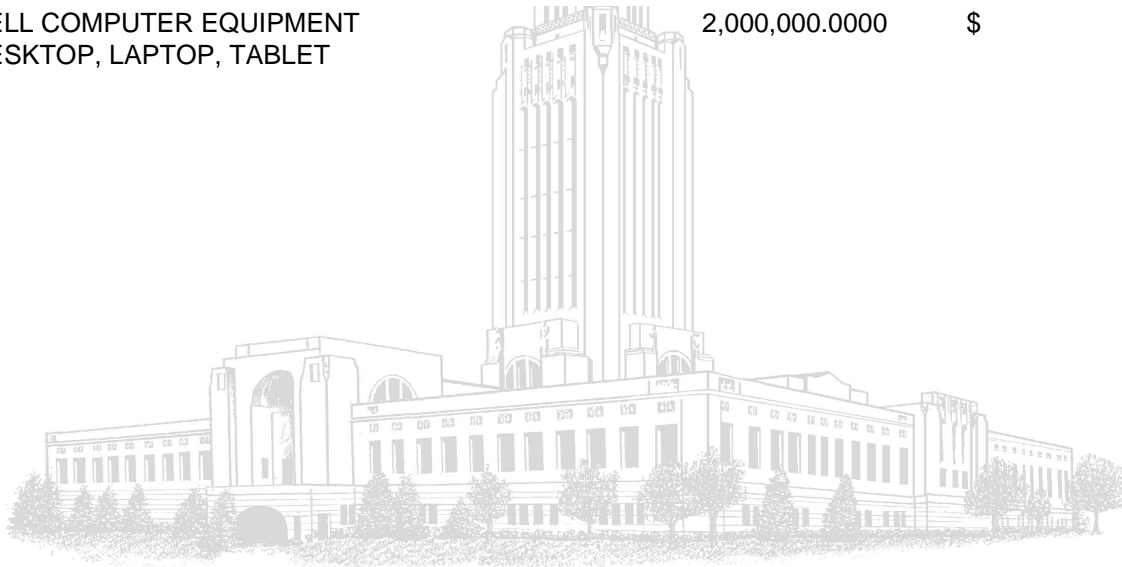
(For the File: The NASPO ValuePoint/Dell Marketing, L.P. Master Price Agreement contract period was effective on April 1, 2015. The NASPO ValuePoint/Dell Marketing, L.P. Participating Addendum became effective on October 15, 2015.)

Vendor Contact: Erika Gurrola
 Phone: 512-513-9385
 Email: Erika.Gurrola@dell.com

PARTICIPATING ADDENDUM AMENDMENT FIVE (5) AS ATTACHED. (7/27/22 sc)



Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	DELL COMPUTER EQUIPMENT DESKTOP, LAPTOP, TABLET	2,000,000.0000	\$	1.0000



DS

BUYER INITIALS

PARTICIPATING ADDENDUM
Amendment Five
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNWNC-108
Dell Marketing, L.P.
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 14252 OC

THIS AMENDMENT is by and between the State of Nebraska ("Participating State/Entity"), and Dell Marketing, L.P. (Contractor).

WHEREAS, the Lead State has a Contract with the Contractor identified as No. MNWNC-108 to provide Computer Equipment, the State of Nebraska has entered into a Participating Addendum (PA) with the Contractor identified as 14252 OC.

WHEREAS, the terms of the Contract specifically state that the contract may be amended per agreement by both parties. The State of Nebraska wishes to continue to take advantage of existing contract.

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

Effective August 1, 2022

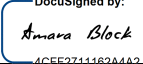
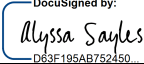
1. **CHANGES:** The purpose of this Amendment Five is as follows:

- a. Contract Period: Extended from August 1, 2022 through February 28, 2023.
- b. Vendor contact information is hereby deleted and replaced with the following:

Vendor Contact: Erika Gurrola
Phone: 512.513.9385
Email: Erika.Gurrola@dell.com

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: State of Nebraska	Contractor: Dell Marketing, L.P.
By:  <small>4CFE2711182A4A2</small>	By:  <small>D63F195AB752450</small>
Name: Amara Block	Name: Alyssa Sayles
Title: Materiel Administrator	Title: Contract Administrator
Date: 7/27/2022	Date: 7/27/2022



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 12, 2022

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

Dear Ms. Brand:

Amendment No. 4 to NASPO Master Agreement No. MNWNC-108 is enclosed 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 20, 2022**.

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: Cyndi Radel
Greg Garritty
Mike Hendrix

AMENDMENT NO. 4 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, 2022 (“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 February 28, 2023, at the same prices, terms, and conditions.

This Amendment is effective beginning August 1, 2022, 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.

<p>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.</p> <p>DocuSigned by: By: <u><i>Alyssa Sayles</i></u> Signature: 83EA126F4265402... <u>Alyssa Sayles</u> Printed Name</p> <p>Title: <u>Contract Administrator</u></p> <p>Date: <u>5/26/2022</u></p> <p>By: _____ Signature</p> <p>Printed Name</p> <p>Title: _____</p> <p>Date: _____</p>	<p>2. Office of State Procurement In accordance with Minn. Stat. § 16C.03, subd. 3. DocuSigned by: By: <u><i>Elizabeth M. Randa</i></u> Signature: 742DE739C8ED492...</p> <p>Title: <u>Acquisition Management Specialist</u></p> <p>Date: <u>5/26/2022</u></p> <p>3. Commissioner of Administration Or delegated representative. DocuSigned by: By: <u><i>Andy Doran</i></u> Signature: 68D02A26D7604BA... <u>5/26/2022</u></p> <p>Date: _____</p>
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STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14252 OC

PAGE 1 of 2	ORDER DATE 07/13/21
BUSINESS UNIT 9000	BUYER JOY FISCHER (AS)
VENDOR NUMBER: 3260939	
VENDOR ADDRESS: DELL MARKETING LP SLG SALES 1 DELL WAY BLDG RR2W-2 STOP 2-2-V2 ROUND ROCK TX 78682-7000	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

AUGUST 01, 2021 THROUGH JULY 31, 2022

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Originally awarded from NASPO Value Point Contract MNWNC-108

Supply and deliver Computer Equipment (Desktop, Laptop, Tablet, Server and Storage), Peripherals and Related Services, FOB Destination, to the State of Nebraska per the following Contract Information and attached Participating Addendum. Dell Marketing, L.P. NASPO ValuePoint website: <<http://www.dell.com/learn/us/en/04/slgl/nebraska?c=us&l=en&s=bsd&cs=04>>

The Dell Marketing, L.P. NASPO ValuePoint website will assist you with contact information, product and service information, product configuration, pricing, how to order, warranty support, etc.

The State Purchasing Bureau encourages agencies to contact the designated Inside Sales Representative/Account Representative to learn more about special promotions, and to obtain volume discount quotes.

The following configuration limits apply to this contract:

- Desktop: \$ 10,000
- Laptop: \$ 10,000
- Tablet: \$ 5,000
- Server: \$500,000
- Storage: \$500,000

The dollar limits identified above are based on a SINGLE computer configuration. This is NOT a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 Desktops for a total purchase price of \$10,000).

The Purchase Order must include the State of Nebraska NASPO ValuePoint Contract #14252 OC and the Dell Marketing, L.P. NASPO ValuePoint Master Agreement Number MNWNC-108 and also must include Dell Contract Code WN20AGW.

Leasing for State Agencies is outside the scope of the NASPO ValuePoint Agreement and this contract.

Political Subdivisions are responsible for processing Purchase Orders directly with the contracted vendor.

(For the File: This RFP and Contract are bid and awarded by the State of Minnesota. All backup bids, etc., are retained by the State of Minnesota, Department of Administration, Materials Management Division.)

DocuSigned by:
Joy Fischer PK
8D62163E69CA4C2
DocuSigned by:
Amara Block
4CFF27111...
BUYER
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
 1526 K Street, Suite 130
 Lincoln, Nebraska 68508

Telephone: (402) 471-6500
 Fax: (402) 471-2089

CONTRACT NUMBER
14252 OC

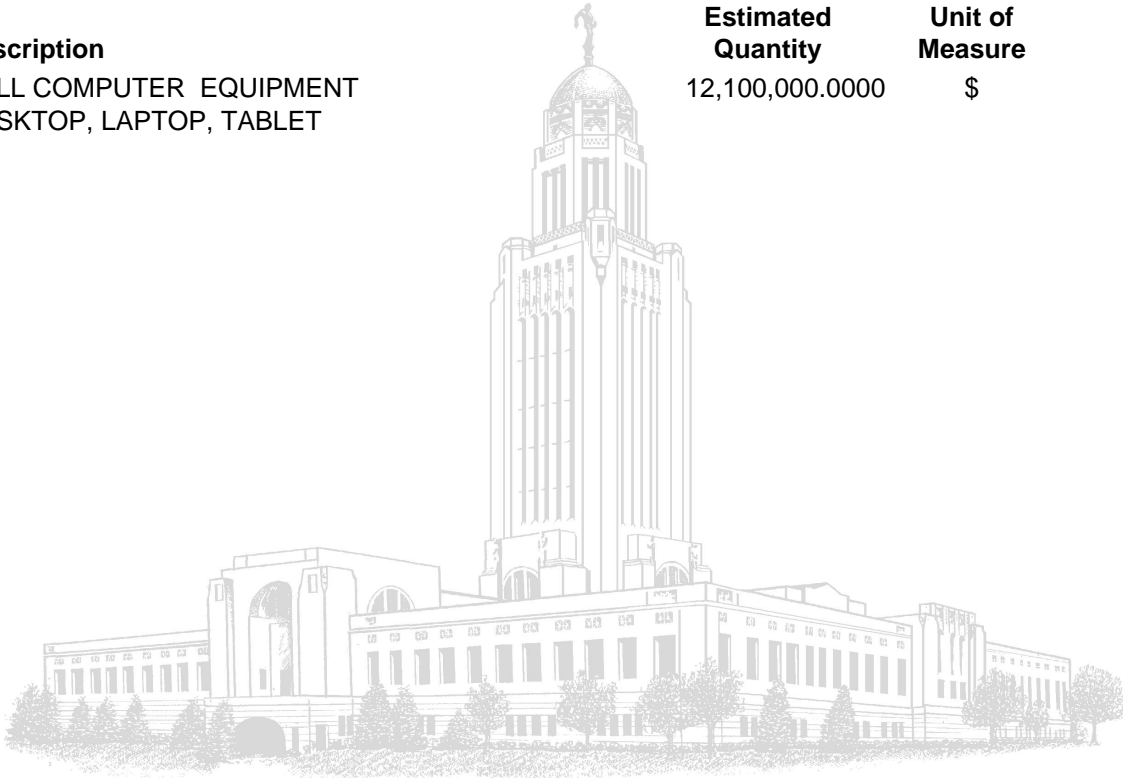
PAGE 2 of 2		ORDER DATE 07/13/21	
BUSINESS UNIT 9000		BUYER JOY FISCHER (AS)	
VENDOR NUMBER: 3260939			

(For the File: The NASPO ValuePoint/Dell Marketing, L.P. Master Price Agreement contract period was effective on April 1, 2015. The NASPO ValuePoint/Dell Marketing, L.P. Participating Addendum became effective on October 15, 2015.

Vendor Contact: Pamela Kunhart
 Phone: 916-425-3739
 Email: pamela.kunhart@dell.com

THIS IS THE THIRD (3) RENEWAL OF THE PARTICIPATING ADDENDUM AS AMENDED. (7/13/21 sc)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	DELL COMPUTER EQUIPMENT DESKTOP, LAPTOP, TABLET	12,100,000.0000	\$	1.0000



DS
JF

BUYER INITIALS

PARTICIPATING ADDENDUM
Amendment Four
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNWNC-108
Dell Marketing, L.P.
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 14252 OC

THIS AMENDMENT is by and between the State of Nebraska ("Participating State/Entity"), and Dell Marketing, L.P. (Contractor).

WHEREAS, the Lead State has a Contract with the Contractor identified as No. MNWNC-108 to provide Computer Equipment, the State of Nebraska has entered into a Participating Addendum (PA) with the Contractor identified as 14252 OC.

WHEREAS, the terms of the Contract specifically state that the contract may be amended per agreement by both parties. The State of Nebraska wishes to continue to take advantage of existing contract.

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

Effective August 1, 2021

1. **CHANGES:** The purpose of this Amendment Four is as follows:

- a. Contract Period: Extended from August 1, 2021 through July 31, 2022
- b. Primary Contacts: The primary contact individuals for this participating addendum are as follows (or their named successors):

Contractor: Dell Marketing, L.P.

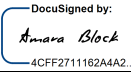
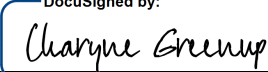
Name	Pamela Kunhart
Address	1 Dell Way, Bldg. RR2W-2 STOP 2-2-V2 Round Rock, TX 78682-7000
Telephone	916-425-3739
Email	pamela.kunhart@dell.com

Participating Entity: State of Nebraska

Name	Joy Fischer
Address	1526 K St., Ste 130, Lincoln, NE 68509
Telephone	402-471-0974
E-mail	joy.fischer@nebraska.gov

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: State of Nebraska	Contractor: Dell Marketing, L.P.
By:  4CF2711162A4A2...	By:  1DCC1BA73EE246F...
Name: Amara Block	Name: Charyne Greenup
Title: Materiel Administrator	Title: Contract Administrator
Date: 7/15/2021	Date: 7/8/2021



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.

DocuSigned by:
 By: *Alyssa Sayles*
Signature 863F195AB752450...
Alyssa Sayles
Printed Name

Title: Contract Administrator

Date: 5/10/2021

By: _____
Signature

Printed Name

Title: _____

Date: _____

2. Office of State Procurement

In accordance with Minn. Stat. § 16C.03, subd. 3.

DocuSigned by:
 By: *Elizabeth Randa*
742DE739C8ED492...

Title: Acquisition Management Specialist

Date: 5/14/2021

3. Commissioner of Administration

Or delegated representative.

DocuSigned by:
 By: *Andy Doran*
68D02A26D7604BA...

Date: 5/14/2021

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14252 OC

PAGE 1 of 2	ORDER DATE 03/16/20
BUSINESS UNIT 9000	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 3260939	
VENDOR ADDRESS: DELL MARKETING LP SLG SALES 1 DELL WAY BLDG RR2W-2 STOP 2-2-V2 ROUND ROCK TX 78682-7000	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

APRIL 01, 2020 THROUGH JULY 31, 2021

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Originally awarded from NASPO Value Point Contract MNWNC-108

Supply and deliver Computer Equipment (Desktop, Laptop, Tablet, Server and Storage), Peripherals and Related Services, FOB Destination, to the State of Nebraska per the following Contract Information and attached Participating Addendum. Dell Marketing, L.P. NASPO ValuePoint website: <<http://www.dell.com/learn/us/en/04/sg/nebraska?c=us&l=en&s=bsd&cs=04>>

The Dell Marketing, L.P. NASPO ValuePoint website will assist you with contact information, product and service information, product configuration, pricing, how to order, warranty support, etc.

The State Purchasing Bureau encourages agencies to contact the designated Inside Sales Representative/Account Representative to learn more about special promotions, and to obtain volume discount quotes.

The following configuration limits apply to this contract:

Desktop: \$ 10,000
Laptop: \$ 10,000
Tablet: \$ 5,000
Server: \$500,000
Storage: \$500,000

The dollar limits identified above are based on a SINGLE computer configuration. This is NOT a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 Desktops for a total purchase price of \$10,000).

The Purchase Order must include the State of Nebraska NASPO ValuePoint Contract #14252 OC and the Dell Marketing, L.P. NASPO ValuePoint Master Agreement Number MNWNC-108 and also must include Dell Contract Code WN20AGW.

Leasing for State Agencies is outside the scope of the NASPO ValuePoint Agreement and this contract.

Political Subdivisions are responsible for processing Purchase Orders directly with the contracted vendor.

(For the File: This RFP and Contract are bid and awarded by the State of Minnesota. All backup bids, etc., are retained by the State of Minnesota, Department of Administration, Materials Management Division.)

For the File: The NASPO ValuePoint/Dell Marketing, L.P. Master Price Agreement contract period was effective on April 1, 2015. The NASPO ValuePoint/Dell Marketing, L.P. Participating Addendum became effective on October 15, 2015.

Vendor Contact: Sadie Robbins
Address: One Dell Way, Round Rock, TX 78682
Phone: 515-723-6961
Email: Sadie.Robbins@Dell.com

This is the second renewal of the Participating Addendum as amended (mel 03/16/20)

3/17/20
Nancy Storant
BUYER
3/18/20
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14252 OC

PAGE 2 of 2		ORDER DATE 03/16/20	
BUSINESS UNIT 9000		BUYER NANCY STORANT (AS)	
VENDOR NUMBER: 3260939			

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	DELL COMPUTER EQUIPMENT DESKTOP, LAPTOP, TABLET,	12,100,000.0000	\$	1.0000



A handwritten signature in blue ink, consisting of a stylized, cursive set of initials.

BUYER INITIALS

PARTICIPATING ADDENDUM
Amendment Three
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNWNC-108
Dell Marketing, L.P.
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 14252 OC

Page 1 of 2

THIS AMENDMENT is by and between the State of Nebraska ("Participating State/Entity"), and Dell Marketing, L.P. (Contractor).

WHEREAS, the Lead State has a Contract with the Contractor identified as No. MNWNC-108 to provide Computer Equipment, the State of Nebraska has entered into a Participating Addendum (PA) with the Contractor identified as 14252 OC.

WHEREAS, the terms of the Contract specifically state that the contract may be amended per agreement by both parties. The State of Nebraska wishes to continue to take advantage of existing contract.

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

Effective April 1, 2020

1. **CHANGES**: The purpose of this Amendment Three is as follows:

- a. Contract Period: Extended from April 1, 2020 through July 31, 2021

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.


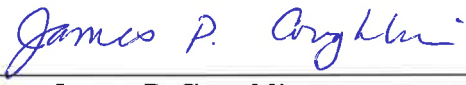
PARTICIPATING ADDENDUM
Amendment Three
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNWNC-108
Dell Marketing, L.P.
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 14252 OC

Page 2 of 2

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: State of Nebraska	Contractor: Dell Marketing, L.P.
By: 	By: 
Name: Doug Carlson	Name: James P. Coughlin
Title: Materiel Administrator	Title: Senior Managing Legal Counsel
Date: 3/18/2020	Date: 3/3/2020

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14252 OC

PAGE 1 of 2	ORDER DATE 03/23/17
BUSINESS UNIT 9000	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 3260939	
VENDOR ADDRESS: DELL MARKETING LP SLG SALES 1 DELL WAY BLDG RR2W-2 STOP 2-2-V2 ROUND ROCK TX 78682-7000	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

APRIL 01, 2017 THROUGH MARCH 31, 2020

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Originally awarded from NASPO Value Point Contract MNWNC-108

Supply and deliver Computer Equipment (Desktop, Laptop, Tablet, Server and Storage), Peripherals and Related Services, FOB Destination, to the State of Nebraska per the following Contract Information and attached Participating Addendum.

Dell Marketing, L.P. NASPO ValuePoint website: <<http://www.dell.com/learn/us/en/04/slg/nebraska?c=us&l=en&s=bsd&cs=04>>

The Dell Marketing, L.P. NASPO ValuePoint website will assist you with contact information, product and service information, product configuration, pricing, how to order, warranty support, etc.

The State Purchasing Bureau encourages agencies to contact the designated Inside Sales Representative/Account Representative to learn more about special promotions, and to obtain volume discount quotes.

The following configuration limits apply to this contract:

Desktop: \$ 10,000
Laptop: \$ 10,000
Tablet: \$ 5,000
Server: \$500,000
Storage: \$500,000

The dollar limits identified above are based on a SINGLE computer configuration. This is NOT a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 Desktops for a total purchase price of \$10,000).

The Purchase Order must include the State of Nebraska NASPO ValuePoint Contract #14252 OC and the Dell Marketing, L.P. NASPO ValuePoint Master Agreement Number MNWNC-108 and also must include Dell Contract Code WN20AGW.

Leasing for State Agencies is outside the scope of the NASPO ValuePoint Agreement and this contract.

Political Subdivisions are responsible for processing Purchase Orders directly with the contracted vendor.

(For the File: This RFP and Contract are bid and awarded by the State of Minnesota. All backup bids, etc., are retained by the State of Minnesota, Department of Administration, Materials Management Division.)

3/28/17
As Nancy Storant
BUYER 3/29/17
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14252 OC

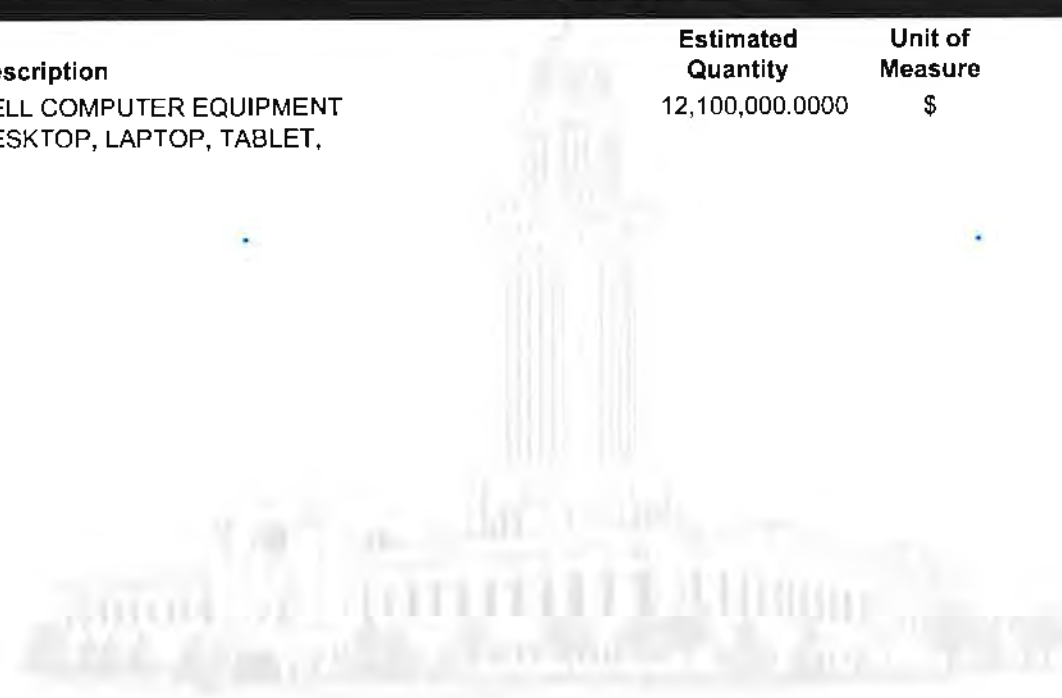
PAGE		ORDER DATE	
2 of 2		03/23/17	
BUSINESS UNIT		BUYER	
9000		NANCY STORANT (AS)	
VENDOR NUMBER: 3260939			

(For the File: The NASPO ValuePoint/Dell Marketing, L.P. Master Price Agreement contract period was effective on April 1, 2015. The NASPO ValuePoint/Dell Marketing, L.P. Participating Addendum became effective on October 15, 2015.

Vendor Contact: Sadie Robbins
Address: One Dell Way, Round Rock, TX 78682
Phone: 515-723-6961
Email: Sadie.Robbins@Dell.com

THIS IS THE FIRST RENEWAL OF THE CONTRACT AS AMENDED (ss 3/23/17)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	DELL COMPUTER EQUIPMENT DESKTOP, LAPTOP, TABLET,	12,100,000.0000	\$	1.0000



BUYER INITIALS

PARTICIPATING ADDENDUM
Amendment Two
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNWNC-108
Dell Marketing, L.P.
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 14252 OC

Page 1 of 3

THIS AMENDMENT is by and between the State of Nebraska ("Participating State/Entity"), and Dell Marketing, L.P. (Contractor).

WHEREAS, the Lead State has a Contract with the Contractor identified as No. MNWNC-108 to provide Computer Equipment, the State of Nebraska has entered into a Participating Addendum (PA) with the Contractor identified as 14252 OC.

WHEREAS, the terms of the Contract specifically state that the contract may be amended per agreement by both parties. The State of Nebraska wishes to continue to take advantage of existing contract.

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

Effective April 1, 2017

1. **CHANGES**: The purpose of this Amendment One is as follows:

- a. Contract Period: Extended from April 1, 2017 through March 31, 2020
- b. Delete Section ss in its entirety and replace with the following:

ADMINISTRATIVE FEE/REBATE REMITTANCE LOCATION
All Administrative Fees/Rebates will be sent to the following address:

State Purchasing Bureau
c/o Central Finance, Administrative Services
1526 K Street, Suite 240
Lincoln, NE 68508

PARTICIPATING ADDENDUM
Amendment Two
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNWNC-108
Dell Marketing, L.P.
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 14252 OC

Page 2 of 3

- c. Delete and replace the following Contractor information from # 5:

Contractor

Name	Sadie Robbins
Address	One Dell Way, Round Rock, TX 78682
Telephone	515-723-6961
E-mail	Sadie.robbsins@dell.com

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.



PARTICIPATING ADDENDUM
Amendment Two
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNWNC-108
Dell Marketing, L.P.
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 14252 OC

Page 3 of 3

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: State of Nebraska	Contractor: Dell Marketing, L.P.
By: 	By: 
Name: Bo Botelho	Name: Dudley McClellan
Title: Materiel Administrator	Title: Contracts Manager, Dell Legal
Date: 3/29/17	Date: March 21, 2017

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14252 OC

PAGE 1 of 2	ORDER DATE 01/24/17
BUSINESS UNIT 9000	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 3260939	
VENDOR ADDRESS: DELL MARKETING LP SLG SALES PO BOX 149254 AUSTIN TX 78714-9254	

THE CONTRACT PERIOD IS:

OCTOBER 15, 2015 THROUGH MARCH 31, 2017

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Originally awarded from NASPO Value Point Contract MNWNC-108

Supply and deliver Computer Equipment (Desktop, Laptop, Tablet, Server and Storage), Peripherals and Related Services, FOB Destination, to the State of Nebraska per the following Contract Information and attached Participating Addendum.

Dell Marketing, L.P. NASPO ValuePoint website: <<http://www.dell.com/learn/us/en/04/sg/nebraska?c=us&l=en&s=bsd&cs=04>>

The Dell Marketing, L.P. NASPO ValuePoint website will assist you with contact information, product and service information, product configuration, pricing, how to order, warranty support, etc.

The State Purchasing Bureau encourages agencies to contact the designated Inside Sales Representative/Account Representative to learn more about special promotions, and to obtain volume discount quotes.

The following configuration limits apply to this contract:

Desktop: \$ 10,000
Laptop: \$ 10,000
Tablet: \$ 5,000
Server: \$500,000
Storage: \$500,000

The dollar limits identified above are based on a SINGLE computer configuration. This is NOT a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 Desktops for a total purchase price of \$10,000).

The Purchase Order must include the State of Nebraska NASPO ValuePoint Contract #14252 OC and the Dell Marketing, L.P. NASPO ValuePoint Master Agreement Number MNWNC-108 and also must include Dell Contract Code WN20AGW.

Leasing for State Agencies is outside the scope of the NASPO ValuePoint Agreement and this contract.

Political Subdivisions are responsible for processing Purchase Orders directly with the contracted vendor.

(For the File: This RFP and Contract are bid and awarded by the State of Minnesota. All backup bids, etc., are retained by the State of Minnesota, Department of Administration, Materials Management Division.)

Nancy Storant
PK
BUYER
1/27/17
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14252 OC

PAGE 2 of 2	ORDER DATE 01/24/17
BUSINESS UNIT 9000	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 3260939	

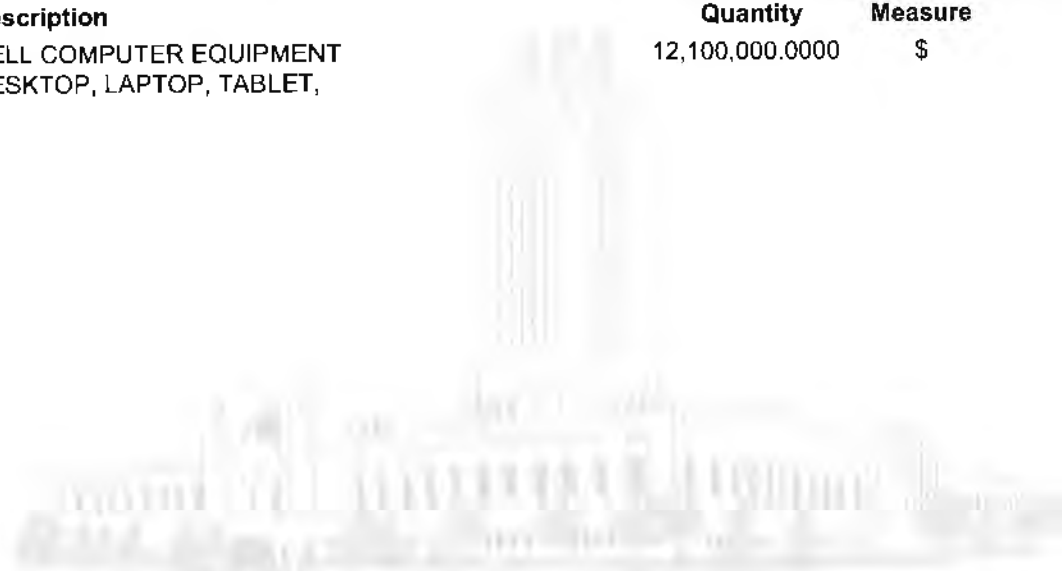
(For the File: The NASPO ValuePoint/Dell Marketing, L.P. Master Price Agreement contract period was effective on April 1, 2015. The NASPO ValuePoint/Dell Marketing, L.P. Participating Addendum became effective on October 15, 2015.

Vendor Contact: Cyndi Radel
Address: One Dell Way, MS RR1-33, Round Rock, TX 78682
Phone: 231-747-9294
Email: Cyndi.Radel@Dell.com

(djo 10/13/15)

AMENDMENT ONE AS ATTACHED (ss 1/24/17)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	DELL COMPUTER EQUIPMENT DESKTOP, LAPTOP, TABLET,	12,100,000.0000	\$	1.0000



N. Storant
BUYER INITIALS

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

MASTER AGREEMENT
Master Agreement No: MNWNC-108
Dell Marketing, L.P.
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 14252 OC/Dell Contract Code WN20AGW

Page 1 of 2

THIS AMENDMENT is by and between the State of Nebraska ("Participating State/Entity"), and Dell Marketing, L.P. (Contractor).

WHEREAS, the Lead State has a Contract with the Contractor identified as No. MNWNC-108 to provide Computer Equipment, the State of Nebraska has entered into a Participating Addendum (PA) with the Contractor identified as 14252 OC.

WHEREAS, the terms of the Contract specifically state that the contract may be amended per agreement by both parties. The State of Nebraska wishes to continue to take advantage of existing contract.

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

Effective January 1, 2017

1. **CHANGES**: The purpose of this Amendment One is as follows:

a. Section 6, Contractor. Of the PA will be deleted and replaced by the following:

Name: Cyndi Radel
Address: One Dell Way, MS RR1-33, Round Rock, TX 78682
Telephone: 231-747-9294
e-mail: Cyndi.Radel@dell.com

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

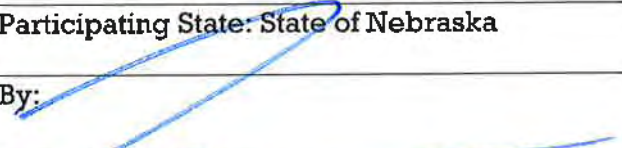
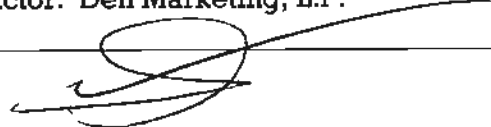
PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNWNC-108
Dell Marketing, L.P.
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 14252 OC/Dell Contract Code WN20AGW

Page 2 of 2

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: State of Nebraska	Contractor: Dell Marketing, L.P.
By: 	By: 
Name: Bo Botelho	Name: Cynthia B. Radel
Title: Materiel Administrator	Title: Contract Program Manager, Legal
Date: 1/27/17	Date: January 19, 2017

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14252 OC

PAGE 1 of 2	ORDER DATE 10/13/15
BUSINESS UNIT 9000	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 3260939	
VENDOR ADDRESS: DELL MARKETING LP SLG SALES PO BOX 149254 AUSTIN TX 78714-9254	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

OCTOBER 15, 2015 THROUGH MARCH 31, 2017

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Originally awarded from NASPO Value Point Contract MNWNC-108

Supply and deliver Computer Equipment (Desktop, Laptop, Tablet, Server and Storage), Peripherals and Related Services, FOB Destination, to the State of Nebraska per the following Contract Information and attached Participating Addendum.

Dell Marketing, L.P. NASPO ValuePoint website: <<http://www.dell.com/learn/us/en/04/slg/nebraska?c=us&l=en&s=bsd&cs=04>>

The Dell Marketing, L.P. NASPO ValuePoint website will assist you with contact information, product and service information, product configuration, pricing, how to order, warranty support, etc.

The State Purchasing Bureau encourages agencies to contact the designated Inside Sales Representative/Account Representative to learn more about special promotions, and to obtain volume discount quotes.

The following configuration limits apply to this contract:

Desktop: \$ 10,000
Laptop: \$ 10,000
Tablet: \$ 5,000
Server: \$500,000
Storage: \$500,000

The dollar limits identified above are based on a SINGLE computer configuration. This is NOT a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 Desktops for a total purchase price of \$10,000).

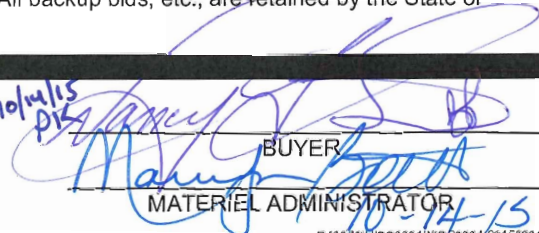
The Purchase Order must include the State of Nebraska NASPO ValuePoint Contract #14252 OC and the Dell Marketing, L.P. NASPO ValuePoint Master Agreement Number MNWNC-108 and also must include Dell Contract Code WN20AGW.

Leasing for State Agencies is outside the scope of the NASPO ValuePoint Agreement and this contract.

Political Subdivisions are responsible for processing Purchase Orders directly with the contracted vendor.

(For the File: This RFP and Contract are bid and awarded by the State of Minnesota. All backup bids, etc., are retained by the State of Minnesota, Department of Administration, Materials Management Division.)

10/14/15
PK


BUYER
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14252 OC

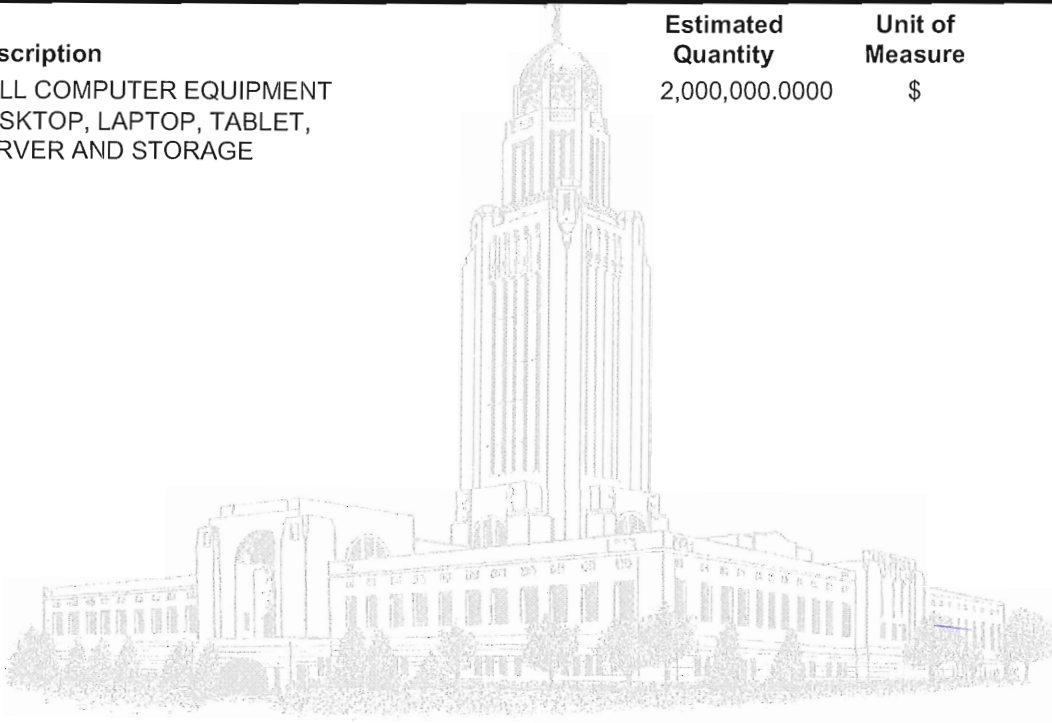
PAGE 2 of 2	ORDER DATE 10/13/15
BUSINESS UNIT 9000	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 3260939	

(For the File: The NASPO ValuePoint/Dell Marketing, L.P. Master Price Agreement contract period was effective on April 1, 2015. The NASPO ValuePoint/Dell Marketing, L.P. Participating Addendum became effective on October 15, 2015.

Vendor Contact: David White
Phone: 512-725-3702
Email: David_F_White@Dell.com

(djo 10/13/15)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	DELL COMPUTER EQUIPMENT DESKTOP, LAPTOP, TABLET, SERVER AND STORAGE	2,000,000.0000	\$	1.0000



BUYER INITIALS

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

MASTER AGREEMENT
Master Agreement No: MNWNC-108
Dell Marketing, L.P.
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 14252 OC/Dell Contract Code
WN20AGW

Page 1

of 27

1. Scope: This addendum covers the NASPO ValuePoint Computer Equipment contracts led by the State of Minnesota along with a multi-state sourcing team for use by state agencies and other entities located in the Participating State/Entity that is authorized by that state's statutes to utilize state /entity contracts, and which receives prior written approval of the state's chief procurement official.

The original solicitation contains the requirements and definitions establishing the following Product Bands allowed on the Master Agreement. The Master Agreement identifies the bands awarded to the Contract Vendor. The configuration limits and restrictions for the Master Agreement are provided with revisions identified by the Participating State in this Participating Addendum.

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state/entity 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.

3. Order of Precedence:

1. A Participating Entity's Participating Addendum ("PA"); A Participating Entity's Participating Addendum 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
2. Minnesota NASPO ValuePoint Master Agreement (includes negotiated Terms & Conditions)
3. The Solicitation including all Addendums; and
4. Contract Vendor's response to the Solicitation

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

**PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")**

**MASTER AGREEMENT
Master Agreement No: MNWNC-108
Dell Marketing, L.P.
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State/Entity")**

Participating State Contract Number 14252 OC/Dell Contract Code
WN20AGW

Page 2

of 27

the order listed above. Contract Vendor 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 Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

4. Participating State Modifications, or Additions to Master Agreement:

- a. **CONTRACT PERIOD:** October 15, 2015 through March 31, 2017. If the Master Agreement is extended in accordance with its terms, then the parties have the option to extend the contract up to 36 months upon agreement by both parties.

- b. **COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION**
The contractor shall comply with all applicable local, State and Federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The contractor will comply with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. Contractor is responsible for the compliance of all of its subcontractors.

**PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")**

**MASTER AGREEMENT
Master Agreement No: MNWNC-108
Dell Marketing, L.P.
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State/Entity")**

Participating State Contract Number 14252 OC/Dell Contract Code
WN20AGW

Page 3

of 27

- c. **PERMITS, REGULATIONS, LAWS**
The contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the contract. The contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders and regulations.
- d. **OWNERSHIP** Please see Master Agreement Exhibit A, B30, Terms and Conditions,
- e. **INDEPENDENT CONTRACTOR**
It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The contractor's employees and other persons engaged in work or services required by the contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the contractor, its officers or its agents) shall in no way be the responsibility of the State. The contractor will hold the State harmless from any and all such claims except to the extent that the claims arise from acts or omissions of the State. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay or retirement benefits.

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

MASTER AGREEMENT
Master Agreement No: MNWNC-108
Dell Marketing, L.P.
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 14252 OC/Dell Contract Code
WN20AGW

Page 4

of 27

f. **CONTRACTOR RESPONSIBILITY**

The contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the contract. The contractor shall be the sole point of contact regarding all contractual matters.

If the parties enter into a Statement of Work for Services where the contractor intends to utilize any subcontractors' services, the subcontractors' level of effort, tasks and time allocation, as applicable, must be clearly defined in the contract. The contractor shall agree that it will not utilize any subcontractors not specifically included in this contract, in the performance of the contract, without the prior written authorization of the State. Subcontractors retained by contractor from time to time in the ordinary course of business to perform custom factory integration (CFI), warranty, break/fix, administrative and back office services who will not have access to any confidential data other than billing and contact information, may be retained without the State's prior written authorization, however, the State reserves the right to reject these subcontractors. Following execution of the contract, the contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

g. **CONTRACTOR PERSONNEL**

The contractor warrants that all persons assigned to the project shall be employees of the contractor or authorized subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the contractor to fulfill the terms of the contract shall remain under the sole direction and control of the contractor. The contractor shall include a similar provision in any contract with any subcontractor selected to perform work on the project.

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If the parties enter into a Statement of Work for Services where key personnel are identified, the Statement of Work will set forth the parties agreement regarding changes in personnel and Dell will use commercially reasonable efforts to accommodate the State's requests with the understanding that Dell is ultimately responsible for the performance of Services and the method of performance.

In respect to its employees, the contractor agrees to be responsible for the following:

- 1) any and all employment taxes and/or other payroll withholding;
- 2) any and all vehicles used by the contractor's employees, including all insurance required by state law;
- 3) damages incurred by contractor's employees within the scope of their duties under the contract;
- 4) maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
- 5) determining the hours to be worked and the duties to be performed by the contractor's employees.

Notice of cancellation of any required insurance policy must be submitted to the State when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

h. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

The contractor shall not, at any time, recruit or employ any State employee or identified legal agent who is working with Contractor under the contract or in relation to this contract during the preceding 12 months. To the extent the following restrictions are not prohibited by law, without the prior written consent of Dell, Customer will not, directly or indirectly, solicit for employment or hire or otherwise retain the services of any employee of Dell

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with whom the State came into contact in connection with the activities under this PA during the preceding 12 months. This prohibition on soliciting and hiring shall extend for 90 days after the termination of the employee's employment if such employee voluntarily resigns. Neither (i) the publication of classified advertisements in newspapers, periodicals, Internet bulletin boards, or other publications of general availability or circulation, or (ii) a solicitation that targets individuals with particular work experience or skills based on information available to subscribers, members or the general public on professional or social network websites or job boards, nor the consideration and hiring of persons responding to such advertisements or solicitation shall be deemed a breach of this Section, unless the advertisement, solicitation or other recruiting activity is undertaken as a means to circumvent or conceal a violation of this provision

i. **CONFLICT OF INTEREST**

The contractor certifies that there does not now exist any relationship between the contractor and any person or entity which is or gives the appearance of a conflict of interest related to this contract or project.

The contractor certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The contractor certifies that it will not employ any individual known by contractor to have a conflict of interest.

j. **ERRORS AND OMISSIONS**

The contractor shall not take advantage of any errors and/or omissions in this contract. The contractor must promptly notify the State of any errors and/or omissions that are discovered.

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k. ASSIGNMENT BY THE STATE

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder. .

l. ASSIGNMENT BY THE CONTRACTOR

The contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

m. GOVERNING LAW

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The contractor must be in compliance with all Nebraska statutory and regulatory law.

n. ATTORNEY'S FEES

In the event of any litigation, appeal or other legal action to enforce any provision of the contract, each party agrees to pay all of its expenses of such action, including attorney's fees and costs.

o. ADVERTISING

The contractor agrees not to refer to the contract in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

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p. STATE PROPERTY

The contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the contractor's use during the performance of the contract. The contractor shall reimburse the State for any loss or damage of such property, normal wear and tear is expected.

q. SITE RULES AND REGULATIONS

The contractor shall use its best efforts to ensure that its employees, agents and subcontractors comply with site rules and regulations while on State premises. The State shall provide contractor with a copy of all site rules and regulations prior to contractor's performance. If the contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to between the State and the contractor.

r. EARLY TERMINATION

The contract may be terminated as follows:

- 1) The State and the contractor, by mutual written agreement, may terminate the contract at any time.

The State, in its sole discretion, may terminate the contract for any reason upon 30 days written notice to the contractor. Such termination shall not relieve the contractor of warranty or other service obligations incurred under the terms of the contract. In the event of cancellation the contractor shall be entitled to payment, determined on a pro rata basis for services, for products or services performed or provided in compliance with the terms of the contract.

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- 2) The State may terminate the contract immediately for any of the following reasons:
- a) if directed to do so by statute;
 - b) contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c) a trustee or receiver of the contractor or of any substantial part of the contractor's assets has been appointed by a court;
 - d) fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its contractor, its employees, officers, directors or shareholders;
 - e) an involuntary proceeding has been commenced by any party against the contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) days; or (ii) the contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the contractor has been decreed or adjudged a debtor;
 - f) a voluntary petition has been filed by the contractor under any of the chapters of Title 11 of the United States Code;
 - g) contractor intentionally discloses confidential information;
 - h) contractor has or announces it will discontinue support of the deliverable;
 - i) second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau.

In the event of cancellation the contractor shall be entitled to payment, determined on a pro rata basis for services, for products or services performed or provided in compliance with the terms of the contract.

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s. **FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS**

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the contractor written notice thirty (30) days prior to the effective date of any termination. Except for purchase orders for which products have already shipped, all obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The contractor shall be entitled to receive just and equitable compensation for any authorized work which has been completed in compliance with the contract, and to receive payment for all conforming product shipped as of the termination date. In no event shall the contractor be paid for a loss of anticipated profit.

t. **BREACH BY CONTRACTOR**

The State may terminate the contract, in whole or in part, if the contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the contractor, allow the contractor to cure a failure or breach of contract within a period of thirty (30) days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In the event of cancellation the contractor shall be entitled to payment, determined on a pro rata basis for services, for products or services performed or provided in compliance with the terms of the contract.

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u. ASSURANCES BEFORE BREACH

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the contract, upon written notice from the State, the contractor shall deliver assurances as reasonably requested by the State. Said assurances shall be sufficient to meet requirements of contract and agreed to by both parties at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

v. FORCE MAJEURE

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, fire, riot, Acts of God, war or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the contractor. To obtain release based on a Force Majeure Event, the contractor shall file a written request for such relief with the State Purchasing Bureau. Except for industry wide strikes directly impacting this agreement, labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

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- w. **PRODUCT DELIVERY**
The contractor agrees to use commercially reasonable efforts to deliver Products to the State of Nebraska within thirty (30) days after receipt of a valid Purchase Order, or otherwise in accordance with the schedule contained in the Purchase Order accepted by Dell.
- x. **PROHIBITION AGAINST ADVANCE PAYMENT**
Payments for contractual deliverable(s) shall not be made until such contractual deliverable(s) are received and accepted by the State.
- y. **PAYMENT**
State will render payment to contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the contractor in accordance with Master Agreement, Exhibit A, B28. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services/goods provided by the contractor prior to receipt, and the contractor hereby waives any claim or cause of action for any such services/goods.
- z. **INVOICES**
Invoices for payments must be submitted by the contractor to the agency requesting the services/goods with sufficient detail to support payment. The terms and conditions included in the contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice in conflict with the contract shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such conflicting term or

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condition, unless the conflicting invoice term or condition has been previously agreed to by the State as an amendment to the contract.

aa. AUDIT REQUIREMENTS

All contractor books, records and documents relating to work performed or monies received under the contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by the State. These records shall be maintained for a period of five (5) full years from the date of final payment, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles.

In addition to, and in no way in limitation of any obligation in the contract, the contractor shall return to the State all overpayments made inconsistent with the contract for which an audit exception has been taken or which has been disallowed because of such an exception. The contractor agrees to correct immediately any material weakness or condition reported to the State in the course of an audit.

bb. TAXES

Purchases of goods or services made by the State of Nebraska are exempt from the payment of Federal Excise Taxes, and exemption certificates will be furnished on request. State and local taxes are exempt by State Statute Section 77-2704 (l) (m). Exemption by statute precludes the furnishing of State exemption certificates.

cc. INSPECTION AND APPROVAL

Final inspection and approval of all work required and/or goods received under the contract shall be performed by the designated State officials and shall be subject to the terms of Section 28 of the Master Agreement.

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dd. **CHANGES IN SCOPE/CHANGE ORDERS**

The State may, at any time with written notice to the contractor, make changes within the general scope of the contract. Changes in scope shall only be conducted with the written approval of the State's designee as so defined by the State from time to time.

The State may, at any time work is in progress, by written order, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The contractor shall not claim forfeiture of contract by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the contractor for any extra work so ordered shall be determined in accordance with the applicable unit prices of the contract and agreed to in an applicable change order.

Corrections of any deliverable services/goods or performance of work required pursuant to the contract shall not be deemed a modification requiring a change order.

ee. **LEASE AGREEMENTS**

No Leasing is authorized under this Addendum for State Agencies. This restriction does not apply to other Participating Purchasers. Any assignment by a Participating Purchaser 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 shall not relieve the Purchasing Entity of its obligations hereunder

ff. **SEVERABILITY**

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and

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obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

gg. **CONFIDENTIALITY**

All materials and information provided by the State or acquired by the contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the contractor on behalf of the State shall be handled in accordance with Federal and State Law, the terms of the Master Agreement, and the contractor's ethical standards. The contractor must ensure the confidentiality of such materials or information in accordance with the foregoing. Should said confidentiality be breached by a contractor; contractor shall notify the State immediately of said breach and take immediate corrective action.

To the extent applicable to contractor's performance under the contract, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

hh. **LIMITATION OF LIABILITY**

See Master Agreement Exhibit A, Terms and Conditions, B.33
The State of Nebraska agrees with the Limitation of Liability as stated in the Master Agreement to the extent allowed under State of Nebraska law.

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ii. INDEMNIFICATION

1) GENERAL

The contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), asserted against the State for personal injury, including death, and damage to tangible personal property, arising out of, resulting from, or attributable to the willful misconduct or negligence of the contractor, its employees, subcontractors, consultants, representatives, and agents, in performance of this contract, except to the extent such contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2) INTELLECTUAL PROPERTY INDEMNIFICATION: Please see WSCA-NASPO Master Agreement, Exhibit A.C18 of the Terms and Conditions.

3) PERSONNEL

The contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any third party claim with respect to withholding taxes, worker's compensation, employee benefits, or insurance relating to any of the employees provided by the contractor to the extent caused by contractor's failure to pay such taxes, compensation, benefits or insurance; provided that an indemnified party (i) has not interfered with contractor's supervision of its personnel, (ii) promptly notifies contractor of each such claim when and as it comes to an indemnified party's attention, (iii) cooperates with contractor, at contractor's expense, in the defense and resolution of

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such claim, and (iv) grants contractor sole control of the defense and resolution of such claim. Notwithstanding the foregoing, contractor shall bear no responsibility or otherwise be liable for any determination regarding the status of its personnel which is based on factors beyond its reasonable control or where contractor is without fault.

This section states the indemnified parties' exclusive remedies for any third-party claim or action relating to contractor's alleged failure to pay wages, salaries and contractor benefits to contractor's employees, and nothing in this contract or elsewhere will obligate contractor to provide any greater indemnity to the indemnified parties.

- jj. **NEBRASKA TECHNOLOGY ACCESS STANDARDS**
Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and will assist customer with identifying products and/or services that comply with the applicable standards. In the event such standards change during the contractor's performance, the State may create an amendment to the contract to request that contract comply with the changed standard at a cost mutually acceptable to the parties.
- kk. **ANTITRUST**
The contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.
- ll. **PERFORMANCE**
The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the contractor remaining to be performed.

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mm. DRUG POLICY

Contractor certifies that it will comply with the Drug Free Workplace Act to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

nn. EMPLOYEE WORK ELIGIBILITY STATUS

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

- 1) The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
- 2) If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
- 3) The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

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- oo. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY**
The contractor certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). Contractor validates its subcontractor database against various prohibited parties lists and does not knowingly do business with subcontractors who are debarred. The contractor also agrees to include similar requirements that have the same intent and effect as above in any and all subcontracts into which it enters. The contractor shall notify the Department within in seven (7) days if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.
- pp. **POLITICAL SUB-DIVISIONS**
Contractor may extend the Contract to political subdivisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political subdivisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political subdivisions or other public entities not authorized by Neb. Rev. Stat. § 81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.
- qq. **REPORTS**
The Contractor shall also provide to the State of Nebraska primary contact person quarterly utilization reports containing information as set forth in the Master Agreement, which at a minimum, shall include the following information pertaining to State of Nebraska Utilization:

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- 1) Purchase order number;
- 2) Description;
- 3) Quantity; and
- 4) Price

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These reports will be provided in Excel format as prescribed in the Master Agreement and sent via email on a quarterly basis as follows:

<u>Period End</u>	<u>Report Due</u>
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

rr. ADMINISTRATIVE FEE /REBATE

The Contractor agrees to provide a quarterly administrative fee in the form of a check. The fee will be payable to the State of Nebraska for an amount equal to one percent (1%) the net sales (net of any returns, credits, or adjustments under this Addendum) for the quarterly period. The Contractor's NASPO ValuePoint pricing to the State shall not be adjusted to offset for the equivalent fee amount. Payments shall be made in accordance with following schedule:

<u>Period End</u>	<u>Fee Due</u>
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

The Contractor agrees to provide an Administrative Fee report, reflecting new sales to the State during the associated fee period. The report shall be in the format developed by the Lead State and as agreed to by the Contractor. The report will be provided in secure electronic format and/or submitted electronically to the State contact listed in the Addendum.

**PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")**

**MASTER AGREEMENT
Master Agreement No: MNWNC-108
Dell Marketing, L.P.
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State/Entity")**

Participating State Contract Number 14252 OC/Dell Contract Code
WN20AGW

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ss. ADMINISTRATIVE FEE/REBATE REMITTANCE LOCATION

All Administrative Fees/Rebates will be sent to the following address:

State Purchasing Bureau
c/o Central Finance, Administrative Services
1526 K Street, Suite 150
Lincoln, NE 68508

tt. CONTRACT MONITORING

The Contractor is obligated under the NASPO ValuePoint Master Price Agreement to furnish audit information to the Lead State to confirm if the Purchasing Entity paid the Product and Service Schedule (PSS) discount price or lower in accordance with Section 4 of Exhibit B - Pricing. Upon request in support of an audit, Contractor agrees to provide the same information as submitted to the Lead State directly to the State. . Such requests shall not exceed four (4) per calendar year unless requests are mutually agreed to by both parties.

uu. WARRANTY

Contractor's warranties for products are located at <http://www.dell.com/WarrantyTERMS>, a hard copy of which will be provided to the State of Nebraska upon signature of the participating addendum upon request.

IMPORTANT NOTICE: Pursuant to § 84-602, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. Any non-proprietary, non-copyrighted information or other information not specifically excluded by § 84-712.05 **WILL BE POSTED FOR PUBLIC VIEWING.**

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

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

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

Contractor

Name	David White
Address	One Dell Way, Mailstop RR2-33, Round Rock, TX 78682
Telephone	512-725-3702
E-mail	David_F_White@dell.com

Participating Entity

Name	Nancy Storant
Address	Nebraska Administrative Services Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508
Telephone	402-471-0974
Fax	402-471-2089
E-mail	nancy.storant@nebraska.gov

7. Partner Utilization: Each state represented by NASPO ValuePoint participating in this Master Agreement independently have the option of utilizing partners. Only partners approved by this Participating State may be deployed. The participating State will define the process to add and remove partners and may define the partner's role in their participating addendum. The Contractors partners'

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participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement. Any approved partners will be listed on the Contractor's State/Entity's website.

8. Terms. The Participating State/Entity is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with applicable law.

9. Orders: Any Order placed by a Participating Entity or Purchasing Entity for a Product and/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 unless the parties to the Order agree in writing that another contract or agreement applies to such Order. All purchase orders issued by ordering entities with the jurisdiction of this Participating Addendum must include the Participating Addendum number: WN20AGW and the Master Agreement number MNWNC-108 on the order.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State:	Contractor:
By: 	By: 
Name: Marilyn Bottrell	Name: Teresa Walden
Title: Materiel Administrator	Title: Sr. Contract Manager
Date: 10-14-15	Date: 10-9-2015

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For questions on executing a participating addendum, please contact:
NASPO ValuePoint

Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	thay@naspovaluepoint.org

[Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org to support documentation of participation and posting in
appropriate data bases]