

Participating Addendum Number# 2024-COMP-001
for
COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES between
Dell Marketing, L.P. and
State of Alaska

This Participating Addendum is entered into by the State of Alaska (“Participating Entity”) and the following Contractor (each a “Party” and collectively the “Parties”) for the purpose of participating in NASPO ValuePoint Master Agreement Number 23026, executed by Contractor and the State of Minnesota for Computer Equipment, Peripherals & Related Services (“Master Agreement”):

Dell Marketing L.P. (“Contractor”)
One Dell Way
Round Rock, TX 78682

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor’s contact for this Participating Addendum is:

Jennifer Krick
Contracting Officer
jennifer.krick@alaska.gov
(907) 465-5680

Participating Entity’s contact for this Participating Addendum is:

Ashley Salinas
Contract Program Manager
A.Salinas@dell.com
(512) 542-1237

- II. TERM.** This Participating Addendum is effective as of the date of the last signature below and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- III. PARTICIPATION AND USAGE.** Use of specific NASPO ValuePoint cooperative contracts by Alaska Executive Branch departments and governmental entities is authorized by state statutes and may be subject to the acknowledgement of the respective State Chief Procurement Official. Governmental entities eligible to use such contracts include the Alaska Legislative Branch, the Alaska Court System, the University of Alaska, State Boards and Commissions, Federally Recognized Tribes, and all State of Alaska political subdivisions, including cities, boroughs, and school districts. Federally Recognized Tribes means Native entity within the State of Alaska that is on the list published by the United States Bureau of Indian Affairs in 67 Federal Register, 46331-46333. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. It will be the responsibility of the Purchasing Entity to comply with any legal or regulatory provisions applicable to the Purchasing Entity. By signing and entering into this PA, the Participating Entity certifies that they have obtained all of the acknowledgement and approvals required by state or local law or regulation. Purchasing Entity will immediately notify Contractor of any change in its eligibility to purchase under this PA. Contractor reserves the right to terminate a Purchasing Entity’s ability to purchase under this PA if at any time it is determined that Purchasing Entity is not eligible to purchase under this PA.
- IV. GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity’s laws.
- V. SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions, including the terms of Exhibit E of the Master Agreement and the rights and obligations set forth therein as applied to the Contractor and Participating Entity and Purchasing Entities.
- a. Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.

Contractor Partners. All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor’s NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating

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Addendum. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum. Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by the Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum.

VI. ORDERS. Purchasing Entities may place orders under this Participating Addendum by referencing the Participating Addendum Number on an Order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.

VII. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.

This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, subject to the following limitations, modifications, and additions:

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

Administrative Fees: The Master Agreement allows Participating States and Entities to incorporate an administrative fee into the published Master Agreement pricing.

Contractor shall submit a check, payable to the State of Alaska, remitted to the Department of Administration, Office of Procurement and Property Management for the calculated amount equal to 1.5% of the net sales under this PA for the quarterly period including both State of Alaska Agencies and its Political Subdivisions.

Contractor must include the **PA Number #2024-COMP-001** on the check. Those checks submitted to the State without the PA Number will be returned to Contractor for additional identifying information.

Administrative fee checks shall be submitted to:

**ATTN: Purchasing Section
State of Alaska
Department of Administration
Office of Procurement and Property Management
PO Box 110214
Juneau, AK 99811-0214**

The administrative fee shall not be invoiced or charged to an ordering agency or identified on an ordering agency's invoice. Payment of the administrative fee is due irrespective of payment status on any orders.

Payment of the administrative fee is due irrespective of payment status on any orders from a Purchasing Entity.

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Administrative fee checks are due for each quarter as follows:

| <u>Reporting Period</u> | <u>Due Date</u> |
|---|-----------------|
| State Fiscal Quarter 1 (Jul 1 - Sept 30): | Oct 31 |
| State Fiscal Quarter 2 (Oct 1 - Dec 31): | Jan 31 |
| State Fiscal Quarter 3 (Jan 1 - Mar 31): | Apr 30 |
| State Fiscal Quarter 4 (Apr 1 - Jun 30): | Jul 31 |

Any quarter with zero sales must be reported as zero sales. This may be done electronically via email to the State of Alaska contact listed in this PA.

Reporting: Detailed Sales Data Required Reports: Contractor must submit quarterly reports to doa.dss.vendorreport@alaska.gov and CC the Contracting Officer assigned by the State to manage this Participating Addendum. The Contractor will include the Participating Addendum # 2024-COMP-001 and quarter for which the report is for in the subject line of the email.

The report attached to the email must show the following.

- Data reported must be separated by State of Alaska agencies and political subdivisions of the state.
- Total Sales amount
- Procurement Document number.
- Purchasing Agency Name and address.

These reports are due forty-five (45) calendar days after the end of the quarter.

| <u>Reporting Period</u> | <u>Due Date</u> |
|---|-----------------|
| State Fiscal Quarter 1 (Jul 1 - Sept 30): | Oct 31 |
| State Fiscal Quarter 2 (Oct 1 - Dec 31): | Jan 31 |
| State Fiscal Quarter 3 (Jan 1 - Mar 31): | Apr 30 |
| State Fiscal Quarter 4 (Apr 1 - Jun 30): | Jul 31 |

1. **Subcontractors:** All contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity's state, as shown on Contractor's NASPO ValuePoint-specific webpage, may provide sales and service support to users of this Participating Addendum. Participation of Contractor's contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Master Agreement.
2. **Orders:** Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of, the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to the order.
3. **Invoices:** All invoices produced by the contractor as a result of purchases made by the Purchasing Entity (e.g., Eligible Agency or Co-Op Buyer) under this Participating Addendum shall contain the following information for Minimum Invoice Requirements:
 - a. Date of issue and the Requestors Name
 - b. State of Alaska Department & Division Information

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- c. Quote number and Purchase Order number
- d. If applicable services dates for licenses or maintenance periods.

VIII. RESERVED.

IX. FEDERAL FUNDING REQUIREMENTS. Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. If agreed in writing signed by both parties, Contractor agrees to comply with the requirements set forth therein.

X. INFORMATION TECHNOLOGY SECURITY STANDARDS.

“Reserved”

XI. NOTICE. Any notice required herein shall be sent to the following:

For Contractor:

Ashley Salinas
Contract Program Manager
A.Salinas@dell.com
(512) 542-1237

For Participating Entity:

Jennifer Krick
Contracting Officer
jennifer.krick@alaska.gov
(907) 465-5680

XII. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT. Upon execution, Contractor shall email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. While Participating Entity will maintain the official record of this Participating Addendum, the Parties agree that this Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

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SIGNATURE

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

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

CONTRACTOR: Dell Marketing, L.P.

Katherine Castillo

Signature

Katherine Castillo

Printed Name

Paralegal Advisor

Title

01/29/2024

Date

PARTICIPATING ENTITY: State of Alaska

Jennifer Krick

Signature

Jennifer Krick

Printed Name

Contracting Officer

Title

01/29/2024

Date