

NASPO ValuePoint
PARTICIPATING ADDENDUM



Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage, including related Peripherals & Services)

FEBRUARY 1, 2024 TO JUNE 30, 2025

Led by the State of Minnesota

Master Agreement No.: 23026 Minnesota Contract No.: 236465

Contractor: Dell Marketing L.P.

Participating Entity: State of Minnesota

The following products or services are included in this contract portfolio:

Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage, including related Peripherals & Services), in the following Band(s):

- Band 1: Personal Computing Devices – Windows Operating Systems: Desktops, Laptops, and Tablets
- Band 2: Personal Computing Devices – Non-Windows Operating System: Desktops, Laptops, and Tablets
- Band 3: Servers and Storage

This Contract is between the State of Minnesota, acting through its Commissioner of Administration (“State” or “Participating Entity”) and Dell Marketing L.P., whose designated business address is One Dell Way, Mailstop RR1-33 Legal, Round Rock, TX 78682, (“Contractor”). State and Contractor may be referred to jointly as “Parties.”

**STATE OF MINNESOTA
PARTICIPATING ADDENDUM**

1. Scope of Work.

This Participating Addendum (“Participating Addendum” or “Contract”) covers Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage, including related Peripherals & Services) as stated in the NASPO ValuePoint Master Agreement #23026 led by the State of Minnesota (“Lead State”) for use by state agencies and Cooperative Purchasing Venture Members as defined in Paragraph 1.1 of Minnesota Exhibit A. The NASPO ValuePoint Master Agreement is also referred to by the capitalized terms “Master Agreement” within this Contract.

Capitalized terms shall have the same meaning as defined in the Master Agreement unless otherwise defined herein.

2. Participation.

This Contract to the Master Agreement may be used upon approval from the State Chief Procurement Official by all authorized state agencies and CPV members as defined in Minnesota Exhibit A. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. If Contractor becomes aware that an entity’s use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.

3. Term of Contract.

This Contract is effective as of the date of the last signature below or February 1, 2024, whichever is later, 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.

4. Authorized Representative.

4.1 Contractor’s Authorized Representative. The Contractor’s Authorized Representative is identified below, or his/her successor. If the Contractor’s Authorized Representative changes at any time during this Contract, the Contractor will promptly notify the State.

Name:	Ashley Salinas
Address:	One Dell Way, Mailstop RR1-33 Legal, Round Rock, TX 78682
Telephone:	512-720-6034
Email:	A.Salinas@dell.com

4.2 State's Authorized Representative. The State's Authorized Representative is identified below, or his/her successor or delegate, and has the responsibility to monitor the Contractor’s performance. If applicable, the Ordering Entity will identify a Project Manager in each Order. If the State’s Authorized Representative changes at any time during this Contract, the State will promptly notify the Contractor.

Name:	Erin McCormack
Address:	50 Sherburne Ave, Suite 112, Saint Paul, MN 55155
Telephone:	(651) 201-3168
Email:	erin.mccormack@state.mn.us

5. Scope.

Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to the Contractor and Participating Entity and Purchasing Entities.

5.1 **Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.

5.2 **Equipment Leasing.** All requests for equipment leasing shall be negotiated and approved by the State and Dell Financial Services (“DFS”). Leasing is allowed under this Participating Addendum pursuant to separately negotiated Master Lease Agreement (“MLA”) with DFS and the State or eligible customer under this Participating Addendum. In the event of a conflict, and as it relates to leasing only, the terms of the duly executed MLA and any corresponding lease schedule (“Schedule”) thereunder and the Master Agreement and this Participating Addendum, the terms of the MLA and Schedule will govern.

5.3 **Contractor Partners.** The Contractor may sell direct or may utilize a defined list of authorized partners to provide goods and services.

5.3.1 **Authorized Partner.** An Authorized Partner may be an agent, distributor, reseller, or tiered partner that is authorized by the Contractor to sell products, maintenance, or services on behalf of the Contractor. An Authorized Partner is an agent of the Contractor, not the State. An Authorized Partner may work with its own authorized resellers.

5.3.2 **List of Authorized Partners.** If the Contractor intends to utilize a partner to accept or fulfill an order for goods or services, the Contractor must submit to the State a list of such partners for review. The State will maintain a list of all partners approved as Authorized Partners (“Authorized Partner List”). Only the Contractor or its Authorized Partners may provide goods and services under this Contract.

The Contractor must provide a sample quote and invoice from each proposed partner before the State approves the partner as an Authorized Partner. The sample quote and invoice must contain the minimum following information.

- Customer name
- State Contract number
- Item description
- Item quantity
- Price
- Price after discount

The Contractor may update the list of Authorized Partners to add or remove a partner at any time during the Contract period by submitting a revised Authorized Partner List to the State. A revision to the Authorized Partner List under this paragraph does not need be made through a written amendment to the Contract. The State reserves the right to review and approve any new partner prior to accepting the revised Authorized Partner List. The State will not unreasonably deny the addition of a new partner unless the proposed new partner is listed on the State or the federal debarment list. A revised Authorized Partner List must be accepted in writing by the State before it is effective.

5.3.3 **Training Program and Contractual Agreement.** The Contractor must have a training program and a contractual agreement with its Authorized Partners. The training program and contractual agreement must include but is not limited to an Authorized Partner’s responsibilities and compliance with applicable requirements of the Contract and State and federal laws. The Contractor is liable and responsible for its Authorized Partner’s compliance with such laws.

5.3.4 **Compliance with the Contract.** The Contractor is responsible and liable for its Authorized Partner’s compliance with the specifications, warranties, and requirements contained in the Contract between the Contractor and the State.

5.3.5 Purchase Orders and Payment. An Authorized Partner may accept a purchase order or invoice or accept payment. The Contractor must ensure that all sales initiated by an Authorized Partner must be clearly defined in the State's required reports, including but not limited to administration fees payable to the State.

5.4 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.

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

6. Governing Law and Jurisdiction.

The construction and effect of this Contract and any Orders placed hereunder will be governed by, and construed in accordance with, the substantive and procedural laws of Minnesota. The Participating Entity, Ordering Entity, and Contractor agree to submit to the exclusive jurisdiction of, and venue in, the state or federal courts with competent jurisdiction in Ramsey County, Minnesota, without regard to its choice-of-law provisions.

7. Orders.

7.1 Ordering Entities may place orders under this Contract by referencing the Minnesota Contract Number on an Order. Each Order placed under this Contract 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.

7.2 In the event that any provision of Contractor's ordering document is contrary to Minnesota law; such provision shall be null and void. The terms of the Contract, the Master Agreement, and duly executed Contractor's ordering documents shall be read as cumulative and complimentary to the extent possible, with conflicts resolved in favor of the Contract.

8. Usage Reports.

Contractor must track and report quarterly to the State usage data on this Contract (Usage Reports). Usage Reports should be sent via email to osp.usagereports@state.mn.us. A Usage Report must identify the State Contract Number and provide the following information:

- The total amount of spend under the Contract by the State and other entities (CPV members) combined,
- The total amount of spend by State agencies, and
- The total amount of spend by other entities (CPV members).

Contractor must send a quarterly Usage Report. Quarters are as follows:

- First Quarter, from July 1 to September 30,
- Second Quarter, from October 1 to December 31,
- Third Quarter, from January 1 to March 31, and
- Fourth Quarter, from April 1 to June 30.

A quarterly Usage Report is due within thirty days of the end of a quarter. Contractor must provide the State with a final Usage Report within 30 calendar days of the expiration or termination of the Contract. Failure to provide a Usage Report may result in the State cancelling the Contract. This term survives the expiration or termination of the Contract.

9. Administrative Fee.

Contractor must remit to the Department of Administration, Office of State Procurement on a quarterly basis an administration fee of 1% (.01 multiplication factor) of the total amount of spend under this Contract as reported in the Usage Report (Administrative Fee). The Administrative Fee is due within thirty days of the end of a quarter. The Administrative Fee may be submitted through Automated Clearing House (ACH) or by check. Contact CPV.Program@state.mn.us for detailed information on the ACH payment option. If paying by check, the check should be made payable to the State of Minnesota, and submitted to:

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

10. Survival of Terms.

The following sections survive the expiration or cancellation of this Contract and all Orders: Indemnification, Data Disclosure, State Audits, Government Data Practices, Governing Law and Jurisdiction, Publicity and Endorsement, and Usage Reporting Requirements and Administrative Fee. Any other Contract term that expressly states or by its nature shall survive, shall survive. Any term leases, rentals, software licenses, warranty, maintenance agreements, and service agreements that were entered into under the terms and conditions of this Contract and whose performance and payment time frames extend beyond the duration of this Contract shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement).

11. Entire Agreement.

By placing an order under this Contract, each Ordering Entity agrees that this Contract and any agreement or information that is incorporated by written reference into this Contract or the applicable ordering document (including reference to information contained in a URL or referenced policy), together with the applicable ordering document, are the complete agreement for the order by such Ordering Entity and supersede all prior or contemporaneous agreements or representations, written or oral, regarding such order. No financial obligation of the Participating State or any Ordering Entity shall be affected by any change to information contained in a URL or referenced policy, nor will any additional material obligations be placed on the Participating State or any Ordering Entity as a result of any such changes.

12. 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.

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 Addendum as of the date of execution by both parties below.

1. Dell Marketing L.P.

The Contractor certifies that the appropriate person(s) have executed the Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

Print name: Katherine Castillo

Signature: DocuSigned by:
Katherine Castillo

Title: ParaLegal Advisor Date: 4/3/2024

**2. State of Minnesota, Office of State Procurement
In accordance with Minn. Stat. § 16C.03, Subd. 3.**

Print name: Erin McCormack

Signature: DocuSigned by:
Erin McCormack

Title: Acq Mgmt Specialist Date: 4/3/2024

**3. State of Minnesota, Commissioner of Administration
Or delegated representative.**

Print name: Luke Jannett

Signature: DocuSigned by:
Luke Jannett

Title: Acquisitions Manager Date: 4/3/2024

Minnesota Exhibit A

1. Definitions.

1.1 CPV Members. The Cooperative Purchasing Venture (CPV) program was established by Minn. Stat. § 16C.03, subd. 10, which authorizes the commissioner of the Minnesota Department of Administration (Commissioner of Administration) through its Office of State Procurement (OSP) to enter into a cooperative purchasing agreement for the provision of goods, services, and utilities” with one or more governmental units and other entities as described in Minn. Stat. § 471.59, subd. 1 and Minn. Stat. § 16C.03, subd. 10. Based on this authority, the Commissioner of Administration enters into a joint powers agreement that designates OSP as the authorized purchasing agent for the governmental unit or other entity. Governmental units and other entities joining the program are given an access code which identifies them as CPV members and permits them to access the OSP website to get information about commodities and/or services available on the State of Minnesota (State) contracts. Governmental units and other entities who are not members of the CPV program are not authorized to use the contract prices. The Contractor agrees to provide the contract to CPV members at the same prices, terms, conditions, and specifications. For additional information, visit the OSP website at www.mmd.admin.state.mn.us.

1.2 State Agencies. This term applies only to State agencies and departments, as defined in Minn. Stat. §§ 15.01 and 15.021.

1.3 Ordering Entity. This term means the Purchasing Entity, and it applies to any State Agency or CPV Member placing an order under the Contract.

1.4 State and State of Minnesota. These two terms apply to the Minnesota Department of Administration, Office of State Procurement (OSP), representing the State of Minnesota as the contracting agency for the Contract. These terms also apply to the State's Office of MN.IT Services when acting within its statutorily defined contracting capacity.

2. Prompt Payment and Invoicing.

2.1 The State will pay the Contractor pursuant to Minn. Stat. § 16A.124, which requires payment within 30 days following receipt of an undisputed invoice, or merchandise or service, whichever is later. Terms requesting payment in less than 30 days will be changed to read “Net 30 days.” Notwithstanding the foregoing, the State may pay the Contractor in advance for purchases as allowed pursuant to Minn. Stat. §16A.065.

2.2 Invoicing. Contractor has attached a sample quote and invoice to Supplement 2 to Exhibit A. Contractor’s quote and invoice documents must meet the minimum requirements of Exhibit A, Supplement 2.

2.3 Retainage. Under Minn. Stat. § 16C.08, subd. 2 (10), no more than 90 percent of the amount due under an Order for professional or technical services may be paid until the final product of such Order has been reviewed by the Ordering Entity. The balance due will be paid when the State determines that the Contractor has satisfactorily fulfilled those professional or technical services.

3. No Automatic Renewals.

The Ordering Entity does not agree to any automatic renewals which require the payment of additional fees.

4. Assignment, Amendments, and Waiver.

4.1 Assignment.

4.1.1 Neither Party shall assign, transfer, or novate this Contract, or any right or obligation thereunder or delegate any performance without a fully executed assignment agreement.

4.1.2 Neither Party shall assign, transfer, or novate an Order, or any right or obligation thereunder or delegate any performance without the other party's prior written consent, which consent shall not be unreasonably withheld.

4.1.3 Notwithstanding the foregoing: (i) Contractor may use affiliates or other qualified subcontractors to perform its obligations hereunder, provided that the relevant party to the Order shall remain responsible for the performance thereof; and (ii) either Party may assign rights to payments arising under any Order without consent of the other Party.

4.2 Amendments. Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

4.3 Waiver. If a Party fails to enforce any provision of this Contract, that failure does not waive the provision or its right to enforce it.

5. Termination.

In addition to Paragraphs 42 and 44 of Exhibit A to the Master Agreement, the State may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the Contractor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available. The State will not be assessed any penalty if the Contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Contractor notice of the lack of funding within a reasonable time of the State's receiving that notice.

6. Delivery.

6.1 All commodities and services furnished will be subject to inspection and acceptance by the Ordering Entity after delivery as provided in Section 19 of the Master Agreement.

6.2 Contractor may revise its products, including after Ordering Entity places an Order but prior to Contractor's shipment or performance. As a result, the products the Ordering Entity receives may differ from those ordered, as long as they still substantially meet or exceed the specifications as per the documentation of the originally ordered products.

6.3 Failure to meet the delivery requirements listed in the Contract or Master Agreement, or failure to meet specifications in the purchase order or the Contract authorizes the Ordering Entity to cancel the purchase order, or any portion of it.

7. Warranty.

The Contractor warrants to the Ordering Entity that materials and equipment furnished under the Contract will be free from defects as provided for in Paragraph 21 of the Master Agreement. Work not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

8. Items Offered as New.

All products, materials, supplies, and equipment offered and furnished must be new, of current manufacturer production, unless otherwise stated in this Contract. Parts used in repairing or servicing products may be new, equivalent-to-new, or reconditioned.

9. Subcontracting and Subcontract Payment.

9.1 Subcontracting Allowed. A subcontractor is a person or company that has been awarded a portion of the Contract by Contractor via a written statement of work that references the Contract. Only subcontractors that have been approved by the Contract Administrator can be used for this Contract.

9.1.1 After the effective date of the Contract, the Contractor shall not, without prior written approval of the State's Authorized Representative, subcontract for the performance of any of the Contractor's obligations that were not already approved for subcontracting when the Contract was awarded. During this Contract, if an approved subcontractor is determined to be performing unsatisfactorily by the State's Authorized Representative, the Contractor will receive written notification that the subcontractor can no longer be used for this Contract.

9.1.2 The provisions of the Contract shall apply with equal force and effect to all approved subcontractors engaged by the Contractor. Notwithstanding approval by the State, no subcontract shall serve to terminate or in any way affect the primary legal responsibility of the Contractor for timely and satisfactory performances of the obligations contemplated by the Contract.

9.2 Subcontractor Payment. Contractor must pay any subcontractor in accordance with Minn. Stat. § 16A.1245.

10. Data Disclosure.

Under Minn. Stat. § 270C.65, subd. 3 and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state agencies, and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

11. Publicity and Endorsement.

11.1 Publicity. Any publicity regarding the subject matter of this Contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, information posted on corporate or other websites, research, reports, signs, and similar public notices prepared by or for the Contractor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

11.2 Endorsement. The Contractor must not claim that the State endorses its products or services, or make any representations of the State's opinion or position as to the quality or effectiveness of the products or services that are the subject of the Contract without the prior written consent of the State's Authorized Representative. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

12. Survivability of Orders. In the event the term of any order or Professional/Technical Services work order placed under this Contract extends past the termination or expiration of this Contract, the terms and conditions of this Contract shall remain in full force and effect as it applies to such order and will continue in effect for such order until the term of that order expires or the order is cancelled or terminated in accordance with the terms of this Contract.

13. Contractor's Documents.

Any licensing and maintenance agreement, or any order-specific agreement or document, including any pre-installation, linked or "click through" agreement that is allowed by, referenced within or incorporated within the Contract whenever the Contract is used for a procurement, whether directly by the Contractor or through a Contractor's agent,

subcontractor or reseller, is agreed to only to the extent the terms within any such agreement or document do not conflict with the Contract or applicable Minnesota or Federal law, and only to the extent that the terms do not modify, diminish or derogate the terms of the Contract or create an additional financial obligation to the Ordering Entity. Any such agreement or document must not be construed to deprive the Ordering Entity of its sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions or limitations of liability applicable to this Contract or afforded by Minnesota law. An Ordering Entity's employee's decision to choose "accept" or an equivalent option associated with a "click-through" agreement does not constitute the Ordering Entity's concurrence or acceptance of terms, if such terms are in conflict with this section.

14. Insurance.

If applicable, prior to execution of the Contract, the Contractor will be required to provide a copy of a Certificate of Insurance, including workers' compensation insurance coverage requirements of Minn. Stat. § 176.181 subd. 2, and other coverages per the insurance requirements if included in the Contract and per the insurance requirements of Supplement 1 of Exhibit A.

15. Pricing Changes.

No discount reductions are allowed unless approved by the Lead State for the Master Agreement.

16. Taxes.

Do not add sales tax to the prices being offered. State Agencies hold a Direct Payment Authorization Letter which is used to pay applicable taxes directly to the Department of Revenue. Contractors may go to <http://www.revenue.state.mn.us> to learn about the applicable sales tax (search "Fact Sheet 142").

17. E-Verify Certification.

For services valued in excess of \$50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/VerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

18. Diverse Spending Reporting.

If the total value of the Contract may exceed \$500,000, including all extension options, Contractor must track and report on a quarterly basis, the amount paid to diverse businesses directly to subcontractors performing under the Contract. When this applies, Contractor will register in a free portal to help report the Tier 2 diverse spend, and the requirement continues as long as the Contract is in effect.

19. Supply Chain Security.

Notwithstanding anything else in this Section, this Section does not and shall not limit any other rights of the State under this Contract, including, but not limited to, warranties, acceptance, and return policy, if any.

19.1 Security Practices and Preventive Controls. The Contractor will use reasonable commercial efforts to ensure that the Contractor and any subcontractors or third parties involved in assembling, manufacturing, packaging, distributing, handling, warehousing, transporting or shipping State goods, including goods intended to be but not yet delivered to the State, meet all applicable security standards and all applicable local, state, federal, and international laws, rules and regulations (hereinafter "supply chain security").

Contractor must maintain an official supply chain security program and comply with that program's security standards for all orders sourced from the Contract.

Alternatively, if Contractor is not certified/accredited or loses certification/accreditation, Contractor will provide documentation providing an overview of Contractor's supply chain security measures.

19.2 Notification of Supply Chain Security Breach. Contractor will promptly notify OSP, MN.IT, and the ordering entity, if different from MN.IT, of any verified breach of supply chain security involving State goods, including goods intended to be but not yet delivered to the State. Breach of supply chain security includes, but is not limited to, cargo theft, tampering, unauthorized access, or other activities that involve suspicious actions or circumstances. Goods received with viruses, malware or similar security deficiencies constitute breach of supply chain security.

19.3 Return/Rejection of Goods. Notwithstanding anything to the contrary, if a breach of supply chain security has occurred or the State in good faith suspects a breach may have occurred, including evidence that packaging or goods were tampered with, the State may reject delivery of those goods or return any of those goods already delivered. Breach of supply chain security has the meaning described in the preceding Subsection "Notification of Supply Chain Security Breach."

The State may sanitize or destroy components of the goods prior to returning the goods to Contractor or instruct Contractor to promptly sanitize or destroy goods upon their return. Following the completion of any such sanitization or destruction, and upon request by MN.IT, the Contractor shall provide a Certificate of Data Destruction/Sanitization that aligns with NIST 800-88 requirements. The Certificate of Data Destruction/Sanitization must be provided to MN.IT, if requested, within one month following the return of the goods.

20. State's Rights and Remedies Cumulative.

All rights and remedies provided in the Contract are cumulative and not exclusive of any other rights or remedies that may be available to the State and Ordering Entity, whether provided by law, equity, statute or otherwise.

21. No Mandatory Mediation or Arbitration.

Any term or condition that requires the parties to mediate or arbitrate is null and void. Voluntary dispute resolution procedures are valid to the extent allowed by law.

Minnesota Exhibit A, Supplement 1 Insurance Requirements

1. Notice to Contractor.

- 1.1 The Contractor is required to submit Certificates of Insurance acceptable to the State as evidence of insurance coverage requirements prior to commencing work under this Contract.
- 1.2 The Contractor shall not commence work under the contract until they have obtained all the insurance described below and the State has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of this Contract, unless otherwise specified in this Contract.
- 1.3 The failure of the Contractor to provide a Certificate of Insurance, for the policies required under this Contract or renewals thereof, or failure of the insurance company to notify the State of the cancellation of policies required under this Contract shall not constitute a waiver by the State to the Contractor to provide such insurance.
- 1.4 The State reserves the right to terminate this Contract after reasonable notice and opportunity to cure if the Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Contractor.
- 1.5 If the Contractor uses another entity, including but not limited to a dealer, reseller, or distributor (collectively referred to as "Contractor's reseller") to provide goods or services under this contract, the following terms apply:
 - 1.5.1 Because the Contractor's reseller(s) are independently owned and operated, and maintain their own insurance, the Contractor's reseller's insurance coverage must be evidenced by its own Certificate of Insurance. The Contractor's reseller's Certificate of Insurance must meet all the insurance requirements and limits set forth in the Contract
 - 1.5.2 The Contractor shall collect, review, approve, and maintain the applicable Certificates of Insurance, including but not limited to General Liability, Auto Liability, Umbrella, Workers' Compensation, and Garagekeepers or Property of Others, for all Contractor's resellers that will be providing goods or services under this contract. The Contractor acknowledges compliance with this provision. The Contractor must provide copies of the dealers' insurance documentation to the State upon request.
 - 1.5.3 If a claim is made against a Contractor's reseller, and the Contractor's reseller's insurance coverage did or does not cover the claim, the Contractor is responsible for the claim because the contract is with the Contractor. The Contractor must pay any uninsured claims out-of-pocket. The State may enforce the indemnity clause in the contract.

2. Notice to Insurer.

- 2.1 The Contractor's insurance company(ies) waives its right to assert the immunity of the State as a defense to any claims made under said insurance.
- 2.2 Insurance certificate holder should be addressed as follows:

State of Minnesota
50 Sherburne Avenue, Room 112
St. Paul, MN 55155

3. Additional Insurance Conditions. The following apply to the Contractor, or the Contractor's subcontractor:

- 3.1 Contractor's Commercial General Liability policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State with respect to any claim arising out of Contractor's performance under this Contract.
- 3.2 Contractor will use reasonable efforts to give thirty (30) days prior written notice to State prior to cancellation or non-renewal of any of the policies providing such coverage; provided, however that Contractor shall not be obligated to provide such notice if, concurrently with such cancellation or non-renewal, Contractor obtains coverage from different insurer(s) meeting the requirements described herein.
- 3.3 Contractor is responsible for payment of Contract related insurance premiums and deductibles;
- 3.4 If Contractor is self-insured, a Certificate of Self-Insurance must be attached;
- 3.5 Contractor's policy(ies) shall include legal defense fees in addition to its policy limits with the exception of professional liability.
- 3.6 Contractor's insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota or (2) be domiciled in the State of Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best.
- 3.7 An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

4. Coverages. Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

- 4.1 Commercial General Liability Insurance. Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance minimum limits are as follows:

\$2,000,000 – per occurrence
\$2,000,000 – annual aggregate
\$2,000,000 – annual aggregate – applying to Products/Completed Operations

The following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability
- Other; if applicable, please list _____
- **State of Minnesota named as an Additional Insured**, to the extent permitted by law

- 4.2 Commercial Automobile Liability Insurance. Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this contract, and in case any work is subcontracted the contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance minimum limits are as follows:

\$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included: Owned, Hired, and Non-owned Automobile.

Evidence of Subcontractor insurance shall be filed with the Contractor.

4.3 Workers' Compensation Insurance. Statutory Compensation Coverage. Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State, including Coverage B, Employer's Liability. Insurance **minimum** limits are as follows:

\$100,000 – Bodily Injury by Disease per employee

\$500,000 – Bodily Injury by Disease aggregate

\$100,000 – Bodily Injury by Accident

If Minn. Stat. § 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements.

If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the State with a certificate of insurance.

4.4 Network Security and Privacy Liability Insurance (or equivalent). The coverage may be included on another form of liability coverage or written on a standalone policy. Contractor shall maintain insurance to cover claims which may arise from failure of Contractor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data including but not limited to confidential or private information, transmission of a computer virus or denial of service. Insurance minimum limits are as follows:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

The following coverage shall be included: State of Minnesota named as an Additional Insured unless the coverage is written under a Professional Liability policy.

**Minnesota Exhibit A, Supplement 2
Sample Quote and Invoice**

Attached is a sample invoice and quote.

Contractor will use the sample quote and sample invoice, or quotes and invoices in a similar format, for all transactions under this Contract. Contractor hereby waives the right to enforce any term in either sample which contradicts or modifies any term of the Contract, including subsequent amendments to the Contract, or would result in an unencumbered expense if enforced against the State or its CPV members. The Contractor's quotes and invoices will contain, at a minimum:

- Customer name
- State Contract number field
- Item/service description
- Item quantity or service hours
- Price



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No. Total

Customer #
PO Number
Quoted On
Expires by

Contract Name

Dell NASPO Computer
Equipment PA - Minnesota

Contract Code

Customer Agreement #

Solution ID

Deal ID

Sales Rep

Josh Bemis

Phone

(800) 456-3355, 6178664

Email

Josh_Bemis@Dell.com

Billing To

XXXXXXX

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,
Josh Bemis

Product	List Price	Unit Price	DOLQuantity	Subtotal
vSAN Ready Node R650 - NVMe				

Subtotal:	
Shipping:	\$0.00
Environmental Fee:	\$0.00
Non-Taxable Amount:	
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:

Special pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.



Maximize your new technology on day one
Dell ProDeploy Suite

[Learn More](#)

		Unit Price		Subtotal
vSAN Ready Node R650 - NVMe			Quantity 4	
Estimated delivery if purchased today:				
Contract #				
Customer Agreement #				
Description	SKU	Unit Price	Quantity	Subtotal
VSAN-RN R650	210-AZKY	-	4	-
vSAN Original Storage Architecture	634-CCSG	-	4	-
NVMe, VSAN Ready Node	350-BCBF	-	4	-
IDM/Personality Module, VSAN-RN R650	350-BCFN	-	4	-
10x2.5 Front Storage	379-BEID	-	4	-
NVMe Backplane	379-BDSX	-	4	-
No Rear Storage	379-BDTE	-	4	-
Trusted Platform Module 2.0 V3	461-AAIG	-	4	-
2.5" Chassis with up to 10 NVMe Drives, 3 PCIe Slots, 2 CPU	321-BGHJ	-	4	-
Intel Xeon Gold 6342 2.8G, 24C/48T, 11.2GT/s, 36M Cache, Turbo, HT (230W) DDR4-3200	338-CBXQ	-	4	-
Intel Xeon Gold 6342 2.8G, 24C/48T, 11.2GT/s, 36M Cache, Turbo, HT (230W) DDR4-3200	338-CBXQ	-	4	-
Additional Processor Selected	379-BDCO	-	4	-
Heatsink for 2 CPU configuration (CPU more than 165W)	412-AAVM	-	4	-
Performance Optimized	370-AAIP	-	4	-
3200MT/s RDIMMs	370-AEVR	-	4	-
C30, No RAID for NVME chassis	780-BCDO	-	4	-
No Controller	405-AACD	-	4	-
No Hard Drive	400-ABHL	-	4	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	4	-
4 Very High Performance Fans for 2 CPU	384-BCUJ	-	4	-
Dual, Hot-plug, Power Supply Redundant (1+1), 1400W, Mixed Mode, NAF	450-AIQZ	-	4	-
Riser Config 4, Half Length, Low Profile, 3 x16 Slots With R1 Paddle, SW GPU Capable	330-BBSQ	-	4	-
PowerEdge R650 Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM	329-BFGQ	-	4	-
Mellanox ConnectX-5 Dual Port 10/25GbE SFP28, OCP NIC 3.0	540-BCOF	-	4	-
LCD Bezel	325-BECJ	-	4	-
Luggage Tray x8 and x10 Chassis, R650	350-BCEI	-	4	-
BOSS-S2 controller card + with 2 M.2 480GB (RAID 1)	403-BCMB	-	4	-
BOSS Cables and Bracket for R650	403-BCNP	-	4	-
VMware ESXi 7.0 U3 Embedded Image (License Not Included)	634-BWZG	-	4	-
No Media Required	605-BBFN	-	4	-
iDRAC9, Enterprise 15G	385-BBQV	-	4	-
No Quick Sync	350-BBXM	-	4	-
iDRAC,Factory Generated Password	379-BCSF	-	4	-

iDRAC Service Module (ISM), NOT Installed	379-BCQX	-	4	-
iDRAC Group Manager, Enabled	379-BCQV	-	4	-
ReadyRails Sliding Rails Without Cable Management Arm or Strain Relief Bar	770-BECD	-	4	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	4	-
PowerEdge R650 Shipping	340-CUQR	-	4	-
R650 Ship 4x3.5, 10x2.5, 8x2.5 NVMe	340-CUQN	-	4	-
R650 Dell/EMC label (BIS) for 2.5" Chassis	343-BBQY	-	4	-
PowerEdge R650 No CCC Marking, No CE Marking	389-DYIC	-	4	-
Dell Hardware Limited Warranty Plus Onsite Service	859-4117	-	4	-
ProSupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 3 Years	859-4159	-	4	-
ProSupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 2 Years Extended	859-4185	-	4	-
ProSupport Plus Mission Critical 7x24 Technical Support and Assistance 5 Years	859-4186	-	4	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	951-2015	-	4	-
Dell Limited Hardware Warranty Plus Service, Extended Year(s)	975-3462	-	4	-
Keep your Hard Drive For Enterprise 5 Years	841-5989	-	4	-
On-Site Installation Declined	900-9997	-	4	-
32GB RDIMM, 3200MT/s, Dual Rank 16Gb BASE x8	370-AGDS	-	64	-
1.92TB Enterprise NVMe Read Intensive AG Drive U.2 Gen4 with carrier	400-BKGW	-	8	-
7.68TB Enterprise NVMe Read Intensive AG Drive U.2 Gen4 with carrier	400-BKGU	-	24	-
Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	450-AALV	-	8	-
C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America	492-BBDI	-	8	-
Nvidia ConnectX-6 Lx Dual Port 10/25GbE SFP28, No Crypto, PCIe Low Profile	540-BDJO	-	4	-
Dell EMC PowerEdge SFP+ SR Optic 10GbE 850nm	407-BCBE	-	16	-

Subtotal:	
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$0.00

Total:

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.



DELL MARKETING L.P.
One Dell Way
Round Rock, TX 78682

FID Number: 74-2616805
Inquiries: www.dell.com/ordersupport/
Dell Online: <http://www.dell.com>

Invoice

Exhibit A, Supplement 2
Sample Invoice

BILL TO:

SHIP TO:

PLEASE REVIEW DELL'S [TERMS & CONDITIONS OF SALE AND POLICIES](#), WHICH GOVERN THIS TRANSACTION
[VIEW YOUR ORDER DETAILS ONLINE](#)

Invoice No:	XXXXXXXXXXXXXX	Customer No:	XXX	Order No:	XXX	Page 1 of 2
Purchase Order:	XXX	Sales Rep:	XXX	Contract Code:	XXX	
Payment Terms:	Due 45 days from invoice date	Customer Agreement #:	XXX	Contract Name:	XXX	
Due Date:	04/08/2023	Shipped Via:	XXX			
Invoice Date:	02/22/2023 XXX					
Waybill Number:	02/13/2023					
Order Date:						

Item Number	Description	Qty	Unit	Unit Price	Amount
210-BCGJ	Dell Chromebook 3110 2-in-1 System Service Tags:	38	EA	000.00	000.00
329-BGMB	Intel(R) Celeron(TM) N4500 (2 Core, 4M cache, base 1.1GHz, up to 2.8GHz), 4GB Memory, 32GB Storage	38	EA	-	-
370-AGYU	4GB 2933MHz LPDDR4 Non-ECC	38	EA	-	-

PLEASE KEEP ORIGINAL BOX FOR ALL RETURNS. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUBLIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

USD

Sub-Total:	\$	14,440.00
Ship. &/or Handling:	\$	0.00
ENVIRO FEE:	\$	0.00
Taxable:		
\$	14,440.00	Tax:
Non-Taxable:	\$	1,191.29
\$	0.00	
Invoice Total:	\$	15,631.29

DETACH AT LINE AND RETURN WITH PAYMENT



Invoice No: XXX
Customer Name: XXX
Customer No: XXX
PO No: XXX
Order Number: XXX

Make check payable / remit to :

Dell Marketing L.P.
C/O Dell USA L.P.
PO Box 910916
Pasadena, CA 91110-0916

Electronics Payments
Dell Marketing L.P.
PNC Bank
ABA#: 043-000-096
Acct#: 1017304611
Swift code : PNCCUS33

USD

Sub-Total:	\$	14,440.00
Ship. &/or Handling:	\$	0.00
ENVIRO FEE:	\$	0.00
Taxable:		
\$	14,440.00	Tax:
Non-Taxable:	\$	1,191.29
\$	0.00	
Invoice Total:	\$	15,631.29
Balance Due:	\$	15,631.29
Amount Enclosed:		

0106540429470000001563129000001239738477



DELL MARKETING L.P.
One Dell Way
Round Rock, TX 78682

FID Number: 74-2616805
Inquiries: www.dell.com/ordersupport/
Dell Online: <http://www.dell.com>

Invoice

BILL TO:

XXXXXXXX
ACCOUNTS PAYABLE
XXXXXX
XXXXXX

SHIP TO:

XXXXXXXX
CONTACT PERSON
XXXXXXXX
XXXXXXXX

**PLEASE REVIEW DELL'S [TERMS & CONDITIONS OF SALE AND POLICIES](#), WHICH GOVERN THIS TRANSACTION
[VIEW YOUR ORDER DETAILS ONLINE](#)**

Invoice No: XXX	Customer No: XXX	Order No: XXX	Page 2 of 2
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Purchase Order: XXX	Sales Rep: XXX
Payment Terms: Due 45 days from invoice date	Contract Code: XXX
Due Date: 04/08/2023	Customer Agreement #: XXX
Invoice Date: 02/22/2023 XXX	Contract Name: XXX
Waybill Number: 02/13/2023	
Order Date:	Shipped Via: XXX

Item Number	Description	Qty	Unit	Unit Price	Amount
400-AWCZ	32GB eMMC Hard Drive	38	EA	-	-
391-BGHU	11.6" HD (1366 x 768) Anti-Glare Touch, Camera & Microphone, WLAN Capable, No Pen Support	38	EA	-	-
580-AJZY	Single Pointing Non Backlit, English US	38	EA	-	-
570-AADK	No Mouse	38	EA	-	-
555-BHJR	Intel Dual Band Wi-Fi 6 AX201 2x2 802.11ax 160MHz + Bluetooth 5.2	38	EA	-	-
451-BCWJ	3 Cell 42Whr Battery	38	EA	-	-
492-BDFR	65W AC Adapter, USB Type-C	38	EA	-	-
346-BHQU	Palmrest, No WFC	38	EA	-	-
537-BBBL	E4 Power Cord 1M for US	38	EA	-	-
340-CXHE	Quick Start Guide	38	EA	-	-
320-BENQ	LCD with touch, no Pen	38	EA	-	-
631-ABBH	Not Included	38	EA	-	-
634-BYQH	Google Zero Touch Enrollment	38	EA	-	-
634-BYQI	Chrome Education Upgrade	38	EA	-	-
460-BBEX	No Carrying Case	38	EA	-	-
800-BBTT	Chrome Education FGA	38	EA	-	-
340-AGIK	SERI Guide (ENG/FR/Multi)	38	EA	-	-
998-FJNF	Fixed Hardware Configuration	38	EA	-	-
389-EEIG	Label C7, nonWFC, not support Stylus, 3110V	38	EA	-	-
340-CYHZ	System Shipment, Chromebook 3110 2-in-1	38	EA	-	-
389-DYFS	Intel 11th Gen Celeron CPU label.	38	EA	-	-
800-BBQM	BTS/BTP Smart Selection Shipment, Chromebook (VS)	38	EA	-	-
389-BKKL	POD Label, 100% tie to L10 BTS & BTP	38	EA	-	-
321-BHER	Bottom Door	38	EA	-	-
868-9745	Mail In Service after Remote Diagnosis, 1 Year	38	EA	-	-
868-9746	Dell Limited Hardware Warranty Initial Year	38	EA	-	-

For efficient and immediate access to your account details please visit MyFinancials at <https://mfm.dell.com/>