

NASPO ValuePoint

## **PARTICIPATING ADDENDUM**

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



---

Master Agreement #: CTR060024

Contractor: Dell Marketing

Participating Entity / "the State": **STATE OF NORTH DAKOTA**

This Participating Addendum covers the NASPO ValuePoint Software Value Added Reseller Master Agreement number CTR060024 contract led by the State of Arizona (the "Master Agreement") for use by state agencies and other entities located in the Participating Entity authorized by that state's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official and is entered into by Contractor and Participating Entity (collectively, the "Parties").

### **Scope and Participation:**

1. Scope:

☒ This Participating Addendum EXCLUDES the entire scope of the products and services available through the Master Agreement referenced above, except the following:

- Microsoft licenses and services

Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addendums or the Master Agreement itself.

2. Participation: This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of Arizona and Contractor for Software Value Added Reseller (SVAR). This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Term:

☒ This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

4. Pricing: Pricing to be based on the maximum markup on reseller's invoiced cost as set forth in Attachment A, attached hereto.
5. Primary Contacts: The following (or their named successors) are the primary contact individuals for this Participating Addendum:

NASPO ValuePoint

**PARTICIPATING ADDENDUM**
**SOFTWARE VALUE ADDED RESELLER (SVAR)  
LED BY THE STATE OF ARIZONA**
**CONTRACTOR:**

|            |                                    |
|------------|------------------------------------|
| Name:      | Stephanie Storm                    |
| Address:   | One Dell Way, Round Rock, TX 78682 |
| Telephone: | 512-720-7634                       |
| Email:     | Stephanie.Storm@dell.com           |

**PARTICIPATING ENTITY:**

|            |                                                      |
|------------|------------------------------------------------------|
| Name:      | Angie Scherbenske                                    |
| Address:   | 600 East Boulevard Ave, Dept 012, Bismarck, ND 58505 |
| Telephone: | 701.328.2779                                         |
| Email:     | ankscherben@nd.gov                                   |

**Participating Entity Modifications and Additions to the Master  
Agreement**

☒ 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:**

- a. Contractor warrants that the Software and Services will perform substantially in a manner consistent with the corresponding standard documentation issued by the applicable Publisher.
- b. Any preprinted terms on a Purchasing Entity purchase order shall be given no force or effect and no terms of a purchase order that conflict with this Participating Addendum shall be binding on Contractor.

**Changes:**

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.

The validity of this Addendum, any of its terms or provisions, as well as the right and duties of the parties in this Addendum, shall be governed by the laws of the State of North Dakota.

- A. **Cooperative Purchasing State Term Contract:** Cooperative Purchasing State Term Contract. This Contract is a cooperative purchasing contract established pursuant to North Dakota Century Code (N.D.C.C.) § 54-44.4-13. This Contract is made available to state entities, institutions under the jurisdiction of the State Board of Higher Education, other government entities (including counties, cities, townships, public primary and secondary educational entities, governmental boards and commissions), nonprofit entities established on behalf of public entities, tribal agencies, transportation providers under N.D.C.C ch. 39-

NASPO ValuePoint

## **PARTICIPATING ADDENDUM**

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

---



04.2, and the International Peace Garden. Participation in this open-ended Contract is not mandated; therefore, the estimated volume of this Contract is not known.

- B. **Coterminous and Survival.** The term of this Participating Addendum shall be coterminous with the Master Agreement, State of Arizona Contract Number CTR060024.

In the event an order placed under this Participating Addendum has a term identified that extends beyond the effective termination of the Master Agreement, the term of the Order Form shall survive with the terms and conditions of this Participating Addendum and the Master Agreement remaining as the controlling terms and conditions of the Order Form.

- C. **Payment of Taxes by Participating Entity:** Participating Entity is not responsible for and will not pay local, state, or federal taxes. Participating Entity sales tax exemption number is E-2001. Participating Entity will furnish certificates of exemption evidencing tax exempt status prior to placing its first order. (Supplementing Master Agreement Special Terms and Conditions, 4.2 Applicable Taxes)

- D. **Termination for Lack of Funding or Authority:** Participating Entity, by written notice to Contractor, may terminate the whole or any part of this Participating Addendum, or order entered into underneath this Participating Addendum under any of the following conditions.

- a) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term.
- b) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this Participating Addendum or are no longer eligible for the funding proposed for payments authorized by this Participating Addendum.
- c) If any license, permit, or certificate required by law or rule, or by the terms of this Participating Addendum, is for any reason denied, revoked, suspended, or not renewed.

1. **Termination by Mutual Agreement**

This Contract may be terminated by mutual consent of both parties executed in writing.

2. **Early Termination in the Public Interest**

Participating Entity is entering into this Contract for the purpose of carrying out the public policy of the State of North Dakota, as determined by its Governor, Legislative Assembly and Courts. If this Contract ceases to further the public policy of the State of North Dakota, Participating Entity, in its sole discretion, by written notice to Contractor, may terminate this Contract in whole or in part.

3. **Termination for Cause.**

Participating Entity may terminate this Contract effective upon delivery of written notice to Contractor, or any later date stated in the notice:

- a) If Contractor fails to provide services required by this Contract within the time specified or any extension agreed to Participating Entity; or

NASPO ValuePoint

## **PARTICIPATING ADDENDUM**

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

---



- b) If Contractor fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms.

The rights and remedies of either party provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

- E. **Alternative Dispute Resolution:** Participating Entity does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to enforce their rights and remedies in judicial proceedings. Participating Entity does not waive any right to a jury trial. (Replaces Special Terms and Conditions, 10.2 Mandatory Arbitration)
- F. **Injunctive Relief:** Contractor shall promptly report to Participating Entity any and all unauthorized disclosures or uses of Participating Entity 's confidential information or proprietary information of which Contractor or its staff has actual knowledge. Contractor acknowledges that any unauthorized publication or disclosure of Participating Entity 's confidential information or proprietary information to others may cause immediate and irreparable harm to Participating Entity. If either party should publish or disclose confidential information or proprietary information of the other party without authorization, the disclosing party shall immediately be entitled to seek injunctive relief or any other remedies to which it is entitled under law or equity without requiring a cure period.
- H. **Indemnification:** The legal defense provided by Contractor to the Participating Entity under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the Participating Entity is necessary. Any attorney appointed to represent the Participating Entity must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08. (Supplementing Master Agreement Special Terms and Conditions, 6.3 Indemnification)
- I. **Insurance:** The Commercial General Liability and the Business Auto Liability policies shall be endorsed to name the State of North Dakota as an additional insured as respects insurable liabilities assumed by Contractor under this Participating Addendum. Contractor shall provide the State a certificate of insurance including State of ND as an additional insured under Contractor's Commercial General Liability and the Business Auto Liability policies based on the limits of insurance listed in Master Agreement. (Supplementing Master Agreement Special Terms and Conditions, 6.2 Indemnification)
- J. **Technology Standards:** In the event Contractor will be providing professional services to a Participating Entity, Contractor shall comply with applicable Participating Entity enterprise architecture technology standards as applicable to the services being performed and to the extent agreed upon in a separate statement of work signed by both parties. These standards can be found on Participating Entity's website at <https://www.ndit.nd.gov/standards>. If Contractor is unable to comply with any applicable standard, a Request for Exemption from Information Technology Standards or Statutory Policies (SFN 51687) must be submitted in coordination with Participating Entity and Contractor for the North Dakota Information Technology Department's review and approval or disapproval and the Participating Entity

NASPO ValuePoint

## **PARTICIPATING ADDENDUM**

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



---

shall not proceed with executing the applicable statement of work until such Request has been confirmed. (Supplements Master Agreement terms and conditions)

K. **Travel Expenses:** Contractor acknowledges travel costs are covered by the Contractual Amount and shall not invoice Participating Entity for travel costs. (Replaces Master Agreement terms and conditions)

L. **Response time**

- 1) In responding to Participating Entity's inquiries and concerns, Contractor will be expected to normally make the initial response to a participating North Dakota purchasing agency by close of business on the next working day. (Replaces Master Agreement terms and conditions, section 2.3.4.10)
- 2) Contractor must have adequate procedures for complaint resolution and the staff available to resolve service complaints, billing problems, etc. Any problems or complaints that cannot be resolved between Contractor and the purchasing agency within a reasonable period must be referred to the State Procurement Office for resolution. **Five (5) working days** is considered a reasonable period for problem resolution. (Supplements Master Agreement terms and conditions)
- 3) In the event PARTICIPATING ENTITY receives complaints of slow response times from participating entities, notice of such complaints will be provided to Contractor. Contractor will be required to take corrective actions to ensure satisfactory delivery of customer service. **Three (3) working days** is considered a reasonable period for problem resolution. (Supplements Master Agreement terms and conditions)
- 4) Quote Response Time: Upon request of PARTICIPATING ENTITY, Contractor shall provide accurate quotes and product information to PARTICIPATING ENTITY no later than **close of business on the next working day**. In cases of very complex or very large requests (including custom SKUs), **three (3) working days** is acceptable; however, Contractor must advise Participating Entity requestor of the progress. Quotes and product information will be thorough and complete to meet the requirements defined by Participating Entity requestor. Upon receipt, Contractor shall perform an initial review of Participating Entity quote and information requests to ensure Contractor has sufficient information to proceed. Contractor will notify Participating Entity requestor immediately if Contractor determines additional information or clarification is required. (Supplements Master Agreement terms and conditions Section 2.5.2.3)
- 5) Term Expirations – Contractor shall provide written notice to Participating Entity for licenses, maintenance, and support renewals for all products and terms that were acquired by Participating Entity under Participating Entity Microsoft Programs. Notices must be sent **no later than three (3) months** prior to the expiration date. (Supplements Master Agreement terms and conditions)

NASPO ValuePoint

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

- 6) Continued slow response time may result in termination of the Contract and vendor disbarment. (Supplements Master Agreement terms and conditions)

**M. Contractor staffing and contacts**

CONTRACTOR shall provide the points of contact for this Contract listed below.

- 1) Contract Support Staff: Contractor shall provide a single point of contact ("SPOC") for assistance with procurement of service, billing, and reporting and dispute resolution for the participating agencies that will use this contract. Any notices regarding the Contract will be sent to the SPOC. The SPOC and State Procurement Office shall routinely correspond on contract management issues as needed by telephone or via email. On occasion, Participating Entity may request to meet with the SPOC in Bismarck, ND.
- 2) Customer Service Points of Contact: Contractor shall provide one or more dedicated customer service representatives to state and local government entities participating in this Contract. The term "dedicated" means that Contractor shall assign a specific individual or individuals that are familiar with the terms and conditions of this Contract to respond to Contractor entities participating under this Contract. Such dedicated customer service representatives may serve other clients of Contractor.
- 3) Contractor will notify the State Procurement Officer in writing by mail or e-mail of changes to the SPOC and/or dedicated customer service representatives so Participating Entity's website can be kept current at all times.

CONTRACT SINGLE POINT OF CONTACT

|                                                           |                                       |
|-----------------------------------------------------------|---------------------------------------|
| <b>CONTRACT - NAME OF SINGLE POINT OF CONTACT (SPOC):</b> | Romina Kronick                        |
| <b>ADDRESS OF SPOC:</b>                                   | One Dell Way                          |
| <b>CITY &amp; STATE &amp; ZIP CODE</b>                    | Round Rock, TX 78682                  |
| <b>PHONE NUMBER:</b>                                      | 512-720-4965 or 720 309 5745 (mobile) |
| <b>E-MAIL ADDRESS:</b>                                    | Romina.Kronick@dell.com               |

CUSTOMER SERVICE POINT OF CONTACT

|                                                                  |                       |
|------------------------------------------------------------------|-----------------------|
| <b>STATE AGENCIES - NAME OF CUSTOMER SERVICE REPRESENTATIVE:</b> | Daniel Allen          |
| <b>ADDRESS OF SERVICE REP:</b>                                   | One Dell Way          |
| <b>CITY &amp; STATE &amp; ZIP CODE</b>                           | Round Rock, TX 78682  |
| <b>PHONE NUMBER:</b>                                             | 512-333-0830          |
| <b>E-MAIL ADDRESS:</b>                                           | Daniel.Allen@dell.com |

|                                                                                  |              |
|----------------------------------------------------------------------------------|--------------|
| <b>POLITICAL SUBS (COUNTIES, ETC) - NAME OF CUSTOMER SERVICE REPRESENTATIVE:</b> | Daniel Allen |
|----------------------------------------------------------------------------------|--------------|

NASPO ValuePoint

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

|                         |                       |
|-------------------------|-----------------------|
| ADDRESS OF SERVICE REP: | One Dell Way          |
| CITY & STATE & ZIP CODE | Round Rock, TX 78682  |
| PHONE NUMBER:           | 512-333-0830          |
| E-MAIL ADDRESS:         | Daniel.Allen@dell.com |

|                                                             |                                                              |
|-------------------------------------------------------------|--------------------------------------------------------------|
| K – 12 EDUCATION - NAME OF CUSTOMER SERVICE REPRESENTATIVE: | Gerard Ear                                                   |
| ADDRESS OF SERVICE REP:                                     | One Dell Way                                                 |
| CITY & STATE & ZIP CODE                                     | Round Rock, TX 78682                                         |
| PHONE NUMBER:                                               | 512-720-3258                                                 |
| E-MAIL ADDRESS:                                             | <a href="mailto:Gerard.Ear@Dell.com">Gerard.Ear@Dell.com</a> |

|                                                             |                                                              |
|-------------------------------------------------------------|--------------------------------------------------------------|
| HIGHER EDUCATION - NAME OF CUSTOMER SERVICE REPRESENTATIVE: | Gerard Ear                                                   |
| ADDRESS OF SERVICE REP:                                     | One Dell Way                                                 |
| CITY & STATE & ZIP CODE                                     | Round Rock, TX 78682                                         |
| PHONE NUMBER:                                               | 512-720-3258                                                 |
| E-MAIL ADDRESS:                                             | <a href="mailto:Gerard.Ear@Dell.com">Gerard.Ear@Dell.com</a> |

**N. Reporting – Record of Sales:** (Supplements Master Agreement terms and conditions section 2.5.10)

Contractor must maintain its own internal sales records of sales under this Participating Addendum and furnish volume of sales information to Participating Entity within 15days upon written request of Participating Entity. Contractor must provide the following reports to assist Participating Entity in monitoring its Microsoft investments.

- 1) Participating Entity will request reports of all purchases under the Contract by agency for Participating Entity's preceding fiscal year (July 1 – June 30) and upon each anniversary of the Contract.
- 2) Contractor shall provide to Participating Entity a copy of North Dakota's software license purchase history data at the expiration or earlier termination of the Contract resulting from this Contract in a format mutually acceptable between Participating Entity and Contractor.
- 3) Contractor may be requested to provide ad hoc reports to Participating Entity, Information Technology Department, North Dakota University System or a participating entity.

NASPO ValuePoint

## **PARTICIPATING ADDENDUM**

### **SOFTWARE VALUE ADDED RESELLER (SVAR)**

#### **LED BY THE STATE OF ARIZONA**



- 
- 4) Contractor shall not be required to provide reports more frequently than on a quarterly basis. Reports of all purchases shall be produced for Participating Entity's inspection in an electronic format, in accordance with the reporting format created by Contractor's business system of record. Contractor shall not be required to furnish any data in a format other than that of the standard reports created by Contractor's business system of record.
- O. **SaaS and Software Licensing:** Participating Entity's rights in Software, including SaaS, will be governed by the Publisher's standard end user license agreement, unless the State or Participating Entity has negotiated alternative terms directly with the Publisher in which case the alternative terms will govern.
- P. **Security:** Contractor is acting as a reseller for the Software and Services provided by the Software Publishers (including, without limitation, any SaaS), and may not have direct access to, or control over, the operation, functionality, terms and conditions or data security of the Software or Services. The applicable Publisher and/or service provider shall remain responsible for performance of its products and services, including any data security, according to its standard terms. If requested, Contractor will reasonably cooperate with the Participating Entity and the Software Publishers as appropriate. (Supplements Master Agreement Uniform Terms and Conditions, 3.11 Offshore Performance of Work Prohibited)
- Q. **Confidentiality:** Contractor shall not use or disclose any information it receives from Participating Entity under this Participating Addendum that Participating Entity has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Participating Addendum or as authorized in advance by Participating Entity. Participating Entity shall not disclose any information it receives from Contractor that Contractor has previously identified as confidential and that Participating Entity determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota public records law, N.D.C.C. ch. 44-04. The duty of Participating Entity and Contractor to maintain confidentiality of information under this section continues beyond the Term of this Participating Addendum. (Supplements Master Agreement Special Terms and Conditions, 13.2 Data Protection and Confidentiality of Information)
- R. **Applicable Law and Venue:** This Participating Addendum is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Participating Addendum must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota. Each Party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.

NASPO ValuePoint

## **PARTICIPATING ADDENDUM**

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

---



- S. **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. Professional services do not require pre-approval from Participating Entity, which may be performed using subcontractors or software publisher resources. Subcontractors to be used cannot be on the State of ND debarred vendor list. If a Purchasing Entity requests removal of any subcontractors or Contractor personnel from Purchasing Entity's facilities or from further assignment Contractor will make reasonable efforts to honor such request when reasonable and commercially practicable, provided that Contractor shall maintain final authority over all personnel decisions. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Participating Addendum.

Professional Services include but are not limited to consulting, extended warranty service by manufacturers, or other services as described generally in this Agreement as more particular described in a Statement of Work or SOW performed by the Contractor or its subcontractor or sold by the Contractor as a distributor or sales agent or its subcontractors.

- T. **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. In case of any conflict between the SOW, Participating Addendum, or Master Agreement, the Participating Addendum shall prevail first, followed by the Master Agreement, unless otherwise specifically agreed to by the Parties in an applicable SOW.

NASPO ValuePoint

**PARTICIPATING ADDENDUM**

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



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

**PARTICIPATING ENTITY**

**CONTRACTOR**

|                                                                                                 |                                                                                                  |
|-------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|
| Signature:<br> | Signature:<br> |
| Name: Angie Scherbenske                                                                         | Name: Katherine Castillo                                                                         |
| Title: IT Procurement Officer                                                                   | Title: Paralegal Advisor                                                                         |
| Date:<br>10/03/2023                                                                             | Date:<br>10/03/2023                                                                              |

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at [info@naspovaluepoint.org](mailto:info@naspovaluepoint.org).

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to [pa@naspovaluepoint.org](mailto:pa@naspovaluepoint.org).

NASPO ValuePoint

**PARTICIPATING ADDENDUM****SOFTWARE VALUE ADDED RESELLER (SVAR)  
LED BY THE STATE OF ARIZONA****Attachment A – Contractor's Price List**

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

| SUBCATEGORY                                                                         | MAXIMUM MARKUP<br>ON RESELLER'S<br>INVOICED COST (may<br>be negative if sold at<br>loss) |
|-------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| <b>Itemized Microsoft Offerings</b>                                                 |                                                                                          |
| EMS E5                                                                              | -0.12%                                                                                   |
| G1                                                                                  | -0.12%                                                                                   |
| G2                                                                                  | -0.12%                                                                                   |
| G3                                                                                  | -0.12%                                                                                   |
| G5                                                                                  | -0.12%                                                                                   |
| Govt E4                                                                             | -0.12%                                                                                   |
| Advanced Threat Protection                                                          | -0.12%                                                                                   |
| Power BI                                                                            | -0.12%                                                                                   |
| Exchange Online                                                                     | -0.12%                                                                                   |
| Kiosk F3 Now                                                                        | -0.12%                                                                                   |
| Dynamics                                                                            | -0.12%                                                                                   |
| PowerApps                                                                           | -0.12%                                                                                   |
| Project Online                                                                      | -0.12%                                                                                   |
| Azure                                                                               | -0.12%                                                                                   |
| <b>All Other Microsoft Offerings</b>                                                |                                                                                          |
| SaaS                                                                                | -0.12%                                                                                   |
| On-Premise                                                                          | -0.12%                                                                                   |
| <b>Resold In-scope Professional Services</b>                                        |                                                                                          |
| - Ongoing maintenance & support services not included in software license agreement | 0.00%                                                                                    |
| - Deployment services                                                               | 0.00%                                                                                    |
| - Architectural design services                                                     | 0.00%                                                                                    |
| - Training deployment services                                                      | 0.00%                                                                                    |
| All other resold in-scope professional services                                     | 0.00%                                                                                    |
|                                                                                     | <b>HOURLY RATE</b>                                                                       |
| <b>In-scope Reseller Services</b>                                                   |                                                                                          |
| - Asset management                                                                  | \$300.00                                                                                 |

NASPO ValuePoint  
**PARTICIPATING ADDENDUM**



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

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| - Solutions architect                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$284.00 |
| - Senior solutions architect                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$300.00 |
| - Program engagement manager                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$372.00 |
| - Project leader                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$330.00 |
| - Project manager                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$273.00 |
| - Senior project manager                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$301.00 |
| All other in-scope reseller services<br>(Mandatory basic value-added services provided at no additional cost)<br>Provide pre-sales advisement<br>Work with purchasing entities and publisher to identify best approaches and cost savings opportunities<br>Work with publishers to reduce reseller cost and pass on savings to purchasing entities<br>Identify pricing tiers and standard pricing models<br>Explain and assist in development of volume license and Enterprise Agreements<br>Assist in allocation of licenses to obtain best pricing and tiers<br>Advise on new software and technologies from Microsoft<br>Provide list of Microsoft Solution Specialists with specialty and contact information<br>Provide list of security control systems, standards and certifications for Microsoft products<br>Provide software installation and de-installation assistance<br>Notify purchasing entities of publicly-announced changes pertinent to user licensing<br>Provide basic license management and tracking and inventory records<br>Provide licensing confirmation certificates<br>Store license information data and transfer to purchasing entities upon contract termination | \$0.00   |

|                                                                       |                 |
|-----------------------------------------------------------------------|-----------------|
| <b>Average Itemized Offerings Markup/Discount:</b>                    | <b>-0.12%</b>   |
| <b>Average Other Offerings Markup/Discount:</b>                       | <b>-0.12%</b>   |
| <b>Average Resold In-scope Professional Services Markup/Discount:</b> | <b>0.00%</b>    |
| <b>Average In-scope Reseller Services Hourly Rate:</b>                | <b>\$270.00</b> |

# ND SVAR PA\_FINAL\_Dell

Final Audit Report

2023-10-03

|                 |                                              |
|-----------------|----------------------------------------------|
| Created:        | 2023-10-03                                   |
| By:             | Angie Scherbenske (ankscherben@nd.gov)       |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAAGEXT_eIDtNEa-BSd2xa1jTlc-y8PERWY |

## "ND SVAR PA\_FINAL\_Dell" History

-  Document created by Angie Scherbenske (ankscherben@nd.gov)  
2023-10-03 - 4:42:45 PM GMT
-  Document e-signed by Angie Scherbenske (ankscherben@nd.gov)  
Signature Date: 2023-10-03 - 4:44:17 PM GMT - Time Source: server
-  Document emailed to katherine Castillo (katherine\_castillo1@dell.com) for signature  
2023-10-03 - 4:44:19 PM GMT
-  Email viewed by katherine Castillo (katherine\_castillo1@dell.com)  
2023-10-03 - 5:34:01 PM GMT
-  Document e-signed by katherine Castillo (katherine\_castillo1@dell.com)  
Signature Date: 2023-10-03 - 5:47:19 PM GMT - Time Source: server
-  Agreement completed.  
2023-10-03 - 5:47:19 PM GMT