STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: 8/26/15

CONTRACT #: 8001863

CONTRACT FOR: Dell Computer Hardware

NIGP CODE: 204-0000

CONTRACTOR: Red River Computer Co. **VENDOR CODE #:** 157937

SUBMITTED FOR ACCEPTANCE BY:

Paul A Rhodes

PAUL A. RHODES, FINANCIAL & PURCHASING ANALYST DATE 8/26/15
BUREAU OF PURCHASE AND PROPERTY

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RECOMMENDED FOR ACCEPTANCE BY:

ROBERT STOWELL, ADMINISTRATOR DATE 8/27/15
BUREAU OF PURCHASE AND PROPERTY

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ENDORSED FOR ACCEPTANCE BY:

Lisa M Pollard

LISA M. POLLARD, DIRECTOR DATE 8-28-15
DIVISION OF PROCUREMENT & SUPPORT SERVICES

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ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.

Joseph Boudreau Asst. Comm.

VICKI QUIRAM, COMMISSIONER DATE Aug. 31, 2015
DEPARTMENT OF ADMINISTRATIVE SERVICES

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PARTICIPATING ADDENDUM
NASPO VALUEPOINT COOPERATIVE PURCHASING PROGRAM
COMPUTER EQUIPMENT: (Desktops, Laptops, Tablets, Servers, Storage and Ruggedized Devices including Related Peripherals & Services)
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Dell Marketing L.P.
Master Agreement No: MNWNC-108
Dell Master Agreement No. 91AGY
(hereinafter "Contractor")

And

State of New Hampshire
Dell Contract Code WN22AGW
(hereinafter "Participating State")

1. Scope: This Addendum covers the COMPUTER EQUIPMENT (Desktops, Laptops, Tablets, Servers, Storage and Ruggedized Devices including Related Peripherals & Services) contracts led by the State of Minnesota for use by state agencies and other entities located in the Participating **State** authorized by that state's statutes to utilize **State** contracts with the prior approval of the State's Chief Procurement Official. The Products and Services available under this Participating Addendum include all Products and Services in scope for the Master Agreement.

This Addendum will be effective on October 1, 2015.

This Addendum will be coterminous with the Master Agreement and any extensions of the Master Agreement, unless terminated pursuant to MASTER AGREEMENT TERMS AND CONDITIONS B. WSCA-NASPO TERMS AND CONDITIONS, Section 6 Cancellation.

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use **State** contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. Unless otherwise specified, all state agencies, political subdivisions, including public education entities, and other entities (including cooperatives) in the State of New Hampshire are eligible to procure under this Participating Addendum.

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

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

B. Any assignment by Participating **State** of its purchase order to a third-party financing company (other than Dell Financial Services, LLC) must be approved in advance in writing by Contractor, and in no case shall any such approval excuse Participating **State** from its obligations hereunder.

C. Dispute Resolution. Participating **State** and Contractor will attempt to resolve any Dispute through face-to-face negotiation with persons fully authorized to resolve the Dispute or

through mediation utilizing a mediator agreed to by the parties, rather than through litigation. The existence or results of any negotiation or mediation will be treated as Confidential Information. Notwithstanding the foregoing, either party will have the right to seek from a state or federal court a temporary restraining order, preliminary injunction, or other equitable relief to preserve the status quo, prevent irreparable harm, avoid the expiration of any applicable limitations period, or preserve a superior position with respect to other creditors, although the merits of the underlying Dispute will be resolved in accordance with this paragraph. In the event the parties are unable to resolve the Dispute within thirty (30) days of notice of the Dispute to the other party, the parties shall be free to pursue all remedies available at law or in equity.

D. Contractor may not subcontract or delegate the performance of its obligations under this Agreement in whole or in part, or any rights, duties, obligations or liabilities under this Agreement, by operation of law or otherwise, without the prior written consent of Participating **State** (***other than subcontractors retained by Contractor from time to time in the ordinary course of business to perform CFI, warranty, break/fix, administrative and back office services who will not have access to Buyer's confidential data other than billing and contact information***) and provided that Contractor shall remain responsible for the performance of its obligations under this Agreement.

4. Participating State Modifications or Additions to Master Agreement:

A. CONSTRUCTION OF AGREEMENT AND TERMS - This agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

B. DELIVERY - The successful Vendor will be responsible for delivery of the ordered equipment, within 20 Business days of receipt of a Purchase Order, in its entirety and in proper working condition to the destination specified on the purchase order. If the seller cannot fulfill the order within this time in its entirety, the seller must immediately inform the purchasing agency of this with a revised delivery date. The purchasing agency then has the option of canceling the order or granting the seller a waiver, through a change order issued by the Bureau of Purchase and Property.

C. Material received damaged or "Dead on Arrival" shall be replaced within five business days of notification by the Purchasing Entity. If this is not possible, the State reserves the right to cancel the order or repair of the equipment according to the service level on the invoice until delivery can be made.

D. Shipments must be properly packaged/tied; etc. to meet applicable accepted commercial industry standards without extra charge to the State of New Hampshire.

E. RETURNS and EXCHANGES - Return authorizations and credits shall be provided without a restocking fee or other penalty for all items, unless noted on the original quote provided by the Vendor and agreed to by the purchasing agency.

F. INVOICING - Invoicing shall be done at the time order ships. Invoices shall clearly indicate the PO#, quantity, description, as well as the net price to the State of New Hampshire. The invoice may reflect any additional discount offered by the Vendor (i.e., earlier payment, quantity/case lot discount).

G. PAYMENTS - Terms are NET 30 days from the date of invoice. In the event an order is shipped incomplete (partial), the Purchasing Entity shall pay for each shipment as invoiced by the Contractor unless the Purchasing Entity has clearly specified "No Partial Shipments" on each Purchase Order. In any instance, payment shall not be reasonably withheld.

H. REPORTING REQUIREMENTS - Throughout the period of the contract, the Vendor must provide quarterly reports to the Bureau of Purchase and Property, for products and services delivered against the contract. . The contents of this report must include the following information: purchase order date, purchase order number, invoice number, manufacturer part number, description, and price. Dell will provide this information in the same format as promulgated in the Master Agreement

I. The Vendor will make a good faith effort to provide these reports in a timely, efficient manner completed in the mutually agreed upon format. If these reports are not provided properly completed or are not completed in a timely manner, the Vendor will receive written notification that it has a fifteen (15) day cure period. However, as long as Dell is being responsive and is making a good faith effort to provide these reports completed properly and in a timely manner, a delay will not constitute an event of default.

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J. NOTICE: APPROPRIATION OF FUNDS – Contractor understands that the State's ability to obligate itself for payment is contingent upon the availability and continued appropriation of funds. The parties acknowledge that this Addendum does not commit the State to expend any funds. The State will only issue purchase orders to Contractor for which it has sufficient appropriation of funds to make payment on such purchase orders.

5. Lease Agreements:

Leasing is allowed under this Master Agreement pursuant to the attached Dell Financial Services L. L. C. ("DFS") Master Lease Agreement ("Attachment 1") or a separately negotiated DFS Master Lease Agreement between DFS and Participating State or eligible customer under this Participating Addendum. If this Participating Addendum does not contain lease terms and conditions, Participating State or eligible customer under this Participating Addendum who is authorized to enter into lease agreements under applicable law may do so under a separate lease agreement for hardware, software and services obtained under this Master Agreement with DFS.

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

Contractor
Participating Addendum Contact

Name	David White
Address	One Dell Way, Mail Stop RR 1-33, Round Rock, Texas 78682
Telephone	512-725-3702
Fax	512-283-9092
E-mail	David_F_White@Dell.com

Contractor
Master Agreement Contact

Name	Diane Wigington
Address	One Dell Way, Mail Stop RR 1-33, Round Rock, Texas 78682
Telephone	512-728-4805

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Fax	512-283-9092
E-mail	diane_wigington@dell.com

Participating State

Name	Paul Rhodes
Address	25 Capitol St., Concord, NH 03301
Telephone	603-271-3350
Fax	603-271-7564
E-mail	Paul.rhodes@nh.gov

7. Partner Utilization: All Contractor authorized Resellers and Agents in the State of New Hampshire, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the WSCA-NASPO Master Price Agreement. Contractor shall make all determinations about which entities in the State of New Hampshire that the Contractor authorized Reseller and Agents may support. The Contractor authorized Resellers and Agents participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

a. Contractor authorized Resellers

1. Contractor authorized Resellers shall provide quotes, accept purchase orders, and accept payment from entities ordering under this Participating Addendum.

b. Contractor authorized Agents

1. Contractor authorized Agents are authorized to provide quotes, sales assistance, configuration guidance and ordering support for hardware, software and services available this Participating Addendum.

2. Contractor authorized Agents ARE NOT authorized to accept orders, purchase orders or payment from entities ordering under this Participating Addendum.

All purchase orders issued by ordering entities with the jurisdiction of this Participating Addendum must include the Participating Addendum number: WN22AGW and the Master Agreement number MNWNC-108 on the order.

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8. Orders: Any Order placed by an entity ordering under this Participating Addendum for a hardware, software and/or services the Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

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

Participating State: NEW HAMPSHIRE	Contractor:
By: Joseph Bouchard	By: D. Wigington
Name: Joseph Bouchard	Name: Diane Wigington
Title: Assistant Commissioner	Title: Public Contracts Manager
Date: Aug. 31, 2015	Date: 08/13/2015

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

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

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