

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

WSCA/NASPO PC Contracts 2009-2014

COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES

MASTER PRICE AGREEMENT NUMBER B27160

Between

Dell Marketing L.P.

[hereinafter "Contractor"]

and

State of South Dakota

[hereinafter "Participating State"]

State of South Dakota Contract #15699

Change Notice #2

The Contract Lead identified in item #6 , and Change Notice #1, of this Addendum has been changed as indicated below. All future contacts should be addressed to this contact:

Contractor Lead:

Name: ChesLynn Browning

Address: One Dell Way, RR8-07, Round Rock, TX 78682

Telephone: (512) 728-1114

Fax: (512) 283-9092

E-mail: ChesLynn_Browning@dell.com

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Change Notice #1

The Contract Lead identified in item #6 of this Addendum has been changed as indicated below. All future contacts should be addressed to this contact:

Contractor Lead:

~~Name: Kevin Bromley~~

~~Address: One Dell Way, Round Rock, TX 78682~~

~~Telephone: (512) 723-3236~~

~~Fax: (512) 283-9092~~

~~E-mail: Kevin_Bromley@dell.com~~

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1. Scope

This Addendum covers the WSCA/NASPO PC Contracts 2009-2014 (Computer Equipment, Peripherals and Related Services) lead 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.

Eligible participants in this agreement include all agencies, institutions, officers, boards, commissions and public universities of the State of South Dakota, and all political subdivisions of the State, including counties, municipalities and public school corporations within the State of South Dakota.

All purchases made from this price agreement by agencies, institutions, public universities, officers, boards or commissions of the State of South Dakota must be routed through the Office of Procurement Management or as directed by the Bureau of Administration. A purchase order issued by the Office of Procurement Management will authorize the purchase.

Political subdivisions of the State of South Dakota may purchase directly from the Contractor according to their own procurement procedures.

The Contractor may, at the Contractor's discretion, extend pricing from this agreement to Indian tribal governments and non-profit organizations in South Dakota. Any sales made to Indian tribes and non-profit organizations from this agreement shall be included in any required reports and shall be subject to the WSCA administrative fee.

2. Participation

Use of specific WSCA/NASPO cooperative contract by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the 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.

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3. Changes: No Changes Required.

4. Continuation of Participation from WSCA/NASPO PC Contracts 2004-2009:
Reserved.

5. Lease Agreements

Leasing is authorized under this addendum. Any lease agreement for state agencies or institutions must be authorized and approved by the Office of Procurement Management.

6. Primary Contacts

The primary government **contact individuals for this Addendum** are as follows (or their named successors):

Master Agreement Contacts

Lead State:

Name: Bernadette Kopischke
Address: 112 Admin Bldg, St Paul, MN 55155
Telephone: (651) 201-2450
Fax: (651) 297-3996
E-mail: bernie.kopischke@state.mn.us

Contractor Lead:

Name: Stephanie D. Shipp -
Address: One Dell Way, Mail Stop 8708, Round Rock, TX 78682 -
Telephone: (512) 728-7894 -
Fax: (512) 283-9092 -
E-mail: Stephanie_Shipp@dell.com -

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Participating Addendum Contacts

Participating State:

Name: Jeff T. Holden

Address: 523 E. Capitol Avenue, Pierre, SD 57501

Telephone: 605-773-4280

Fax: 605-773-4840

E-mail: Jeff.Holden@state.sd.us

Contractor State Contract Manager:

Name: Scott Loras

Address: One Dell Way, Mail Stop 8708, Round Rock, TX 78682

Telephone: 512-728-8857

Fax: (512) 283-9092

E-mail: Scott_Loras@dell.com

7. Servicing Subcontractors:

Dell may engage third party service providers to perform various services and has several authorized Dell Service Providers (DSPs). DSPs will not accept orders or payments.

Dell wishes to identify **Servicing Subcontractor(s) ("WSCA Agent")** to market Dell's Products and Services, as identified on Dell's Products & Services Schedule ("PSS"), on behalf of Dell. The Participating Entity may utilize WSCA Agents pursuant to the Dell defined WSCA Agent program as defined in a separate written Agreement between Dell and WSCA Agent.

WSCA Agents authorized within the State will have their names identified on the State's respective www.Dell.com/naspowsca Dell state store page.

Placement of Orders and shipment of Order directly from Dell will remain unchanged in the PA. All orders and payments are to be issued directly to: **Dell Marketing L.P.**

All purchase orders issued by purchasing entities with the jurisdiction of this Addendum must include the Participating State contract number 15699; and the Master Price Agreement Number B27160

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8. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If Dell is notified by ordering entity that a specific purchase order is being made with ARRA funds, Dell agrees to assist the ordering entity with their requirement to comply with the data element and reporting as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing Dell at the time of purchase order placement that ARRA funds are being used. Dell will include the tracking data, if provided by ordering entity, as an element within the utilization report, as per Article 44 of the MPA. Dell, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

9. Services:

The terms of the Agreement shall apply each time Customer engages Dell to provide services. All services provided will be described in one or more of the following:

- (i) "Service Descriptions" used to describe any services purchased by an entity;
- (ii) any mutually agreed upon "Statement of Work" ("SOW") executed by the parties; or
- (iii) any "Technical Specification Form" approved by the parties

10. Evaluation Equipment:

Dell, by mutual agreement with the Participating Entity, wishes to allow the use of equipment for the purposes of evaluation prior to purchase. Purchases of the equipment shall comply with the terms of the Master Purchase Agreement and participating addendum.

This Addendum and the Master Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in

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the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

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

Signatures as required by State Statutes, Rules or Policies

**South Dakota Office of Procurement
Management**

Dell Marketing, L.P.

By:

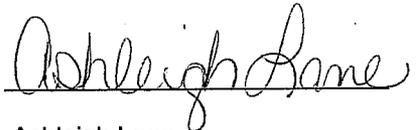


Name: Jeff T. Holden

Title: Director

Date: 7/30/2009

By:



Name: Ashleigh Lane

Title: Senior Contract Consultant

Date: August 6, 2009