

Participating Addendum Amendment 7

(title of person signing above)

July 16, 2021

Date:

Contract Number: 4400011358

Date: 7/8/2021

Procurement Officer: Will Butler

Phone: 803-737-9854

E-Mail Address: wbutler@mmo.sc.gov Address: 1201 Main St Suite 600

(title of person signing above)

Columbia SC 29201

DESCRIPTION:	Computer Equipment, Peripherals, and Related Services
USING GOVERNMENTAL UNIT:	State Term Contract
CONTRACTOR'S NAME AND ADDRESS:	Dell Marketing LP PO Box 643561 Pittsburgh, PA 15264-3561
TYPE OF CHANGE:	
☐ Change to Contract Scope of Work	
☐ Change to Contract Pricing Pursuant to Existing Co	
Clause Name	Clause Noes in paying office, name of Agency Contract Administrator, etc.)
☐ Administrative Change to Contract (such as change x Other Change	es in paying office, name of Agency Contract Administrator, etc.)
IMPORTANT NOTICE:	
	ocument and return to the procurement officer named above by the
following date: 7/13/2021	1 11 11 11 11 11 11 11 11 11 11 11 11 1
	knowledge receipt of this document in writing by the following e agreement with change simply by acknowledging receipt.
. Contractor does not indicate	e agreement with change simply by acknowledging receipt.
DESCRIPTION OF CHANGE / MODIFICATION:	
Marketing LP under the NASPO Master Agreement M	ation of South Carolina's Participating Addendum with Dell MNWNC-108 for Computer Equipment, Peripherals & Related 021 to July 31, 2022 or until the State enters into a new contract for r occurs first.
This Amendment also serves to extend the maximum i	potential duration of South Carolina State Term Contract 4400011358
past its original end date of July 31, 2021 to July 31, 2	2022, or until the State enters into a new contract for the acquisition of
these categories of goods, whichever occurs first.	
Except as provided herein, all terms and conditions of and effect.	the Contract referenced above remain unchanged and in full force
CONTRACTOR'S CERTIFICATE OF CURRENT COST OR PRICtions or pricing data (as defined by 48 C.F.R. 2.101) submitted, either Officer in support of this change order are accurate, complete, and care in the complete of this Change Order.	CING DATA: The Contractor certifies that, to the best of its knowledge and belief, the er actually or by specific identification in writing, by the Contractor to the Procurement current as of the date this change order is signed. [Procurement Officer must initial here g Data – Audit – Inspection" provision.) (Reference § 11-35-1830 & R. 19-445.2120)
SIGNATURE OF PERSON AUTHORIZED TO EXECUTE	
CHANGE ORDER & CERTIFICATE ON BEHALI CONTRACTOR:	F OF ISSUE THIS CHANGE ORDER / CONTRACT MODIFICATION ON BEHALF OF USING GOVERNMENTAL UNIT:
By: Carina Clifford	By:
(authorized signature)	(authorized signature)
Carina Clifford	Will Butler
(printed name of person signing above)	(printed name of person signing above)
Its: Contract Administrator	Its: Procurement Manager

Date:



Participating Addendum Amendment #6

Contract Number: 4400011358
Procurement Officer: WILL BUTLER

Officer : WILL BUTLER Phone : (803) 737-9854

E-Mail Address: wbutler@mmo.sc.gov

Address: 1201 Main St Suite 600 Columbia, SC 29201

DESCRIPTION: NASPO ValuePoint Computer Equipment
USING GOVERNMENTAL UNIT: Statewide Term Contract
CONTRACTOR'S NAME AND ADDRESS: Deli Marketing, L.P.

TYPE OF CHANGE:

X Change to Contract Scope of Work

IMPORTANT NOTICE:

Reason for Change:

X Change Order: Contractor is required to sign this document and return one (1) copies to the procurement officer named above by the following date: **04/14/2020**.

Align and extend the date of the existing Vendor SOW to match the date of the State PA.

		Include requested SKUs for tiered pricing a	nd other miscellaneous services.	
Ten provided de military esta semplementary a militar de semantario estado de la provide de la provide de militario con del del	Description of Desired Change: Extend the SOW to March 31, 2021 or until contract otherwise ends. Add the following small quantity actions: CO - Client System Deployment Service (standalone) (min. 2 per visit) \$119.85 CO - Client System Deployment Service (standalone) (min. 1 per visit) \$170.45 CO - Legacy System Decommission Service (standalone) (min. 2 per visit) \$98.35 CO - Legacy System Decommission Service (standalone) (min. 1 per visit) \$129.00 CO - On-site Reimaging via USB (standalone) (min. 2 per visit) \$95.80 CO - On-site Reimaging via USB (standalone) (min. 2 per visit) \$142.15 CO - Peer-to-Peer Data Migration (per system average of 3GB or less) (min. 4 per visit) \$21.05 Additional Data Transfer (over 3 GB) via Peer-to-Peer per additional 1 GB average \$11.45 Logistics Blended Services (warehouse for 30 days, transport to end-user site, return legacy systems to provider warehouse) Warehouse legacy systems \$40.95 Additional Warehousing (each additional 30 days beyond the initial term) \$6.30 Logistics Blended Services for Legacy Equipment Pickup (transport legacy systems from end-user location to provider warehouse) * this service will be performed for legacy Equipment not being replaced by new hardware as part of the SOW. Pickup during same site visit as in-scope SOW services. \$35.45 Additional Monitor installation (with or without Sound bar) \$5.85			
	Effect of Change:	Extends the current date of Managed Deplo additional requested services and tiered prices	yment agreement between Dell and State of South Carolina to March 2021. Adds ing for single and smaller quantity needs.	
may use the attached SOW or otherwise purchase services under this contract. Except as provided herein, all terms and conditions of the Contract referenced above remain unchanged and in full force and effect. CONTRACTOR'S CERTIFICATE OF CURRENT COST OR PRICING DATA: The Contractor certifies that, to the best of its knowledge and belie cost or pricing data (as defined by 48 C.F.R. 2.101) submitted, either actually or by specific identification in writing, by the Contractor Procurement Officer in support of this change order are accurate, complete, and current as of the date this change order is signed. [Procure Officer must initial here if Certificate inapplicable to this Change Order] (See "Pricing Data – Audit – Inspection" provision.) (Reference § 11-35-1830 & R. 19-445.2120) SIGNATURE OF PERSON AUTHORIZED TO EXECUTE THIS SIGNATURE OF PERSON AUTHORIZED TO EXECUTE/ISSUETHIS CHA			eferenced above remain unchanged and in full force and effect. ATA: The Contractor certifies that, to the best of its knowledge and belief, the her actually or by specific identification in writing, by the Contractor to the omplete, and current as of the date this change order is signed. [Procurement Change Order] Audit – Inspection" provision.) (Reference § 11-35-1830 & R. 19-445-2120) SIGNATURE OF PERSON AUTHORIZED TO EXECUTE / ISSUE THIS CHANGE ORDER / CONTRACT MODIFICATION ON BEHALF OF USING GOVERNMENTAL UNIT:	
Alyssa Sayles (printed name of person signing above)		of person signing above)	(printed name of person signing above)	
lts:	(title of per	rator rson signing above)	Its: Procurement Manager (title of person signing above)	
Da	te: Apr 16, 2020	magain add rainig and and a sing a section of a single rain was from the property days and a single rain and a	Date: 4/6/2020	
HAN	GE ORDER (MAR 2015)	to the control of the	the same of the sa	





Participating Addendum Amendment #4

Contract Number: 4400011358

Date: 3/6/2020

Procurement Officer: Will Butler Phone: 803-737-9854

E-Mail Address: wbutler@mmo.sc.gov Address: 1201 Main St Suite 600

Columbia SC 29201

DESCRIPTION		
	IDTIA	14

USING GOVERNMENTAL UNIT:

CONTRACTOR'S NAME AND ADDRESS:

Computer Equipment, Peripherals, and Related Services

State Term Contract

Dell Marketing LP P.O. Box 534118

Atlar	nta, GA 30353		
TYPE OF CHANGE:			
□ Change to Contract Scope of Work			
☐ Change to Contract Pricing Pursuant to Existing Contract Clause Name			
	Clause No.		
☐ Administrative Change to Contract (such as changes in pa x Other Change	ying office, name of Agency Contract Administrator, etc.)		
IMPORTANT NOTICE:			
x Change Order: Contractor is required to sign this document following date:3/16/2020			
☐ Contract Modification: Contractor is required to acknowle	dge receipt of this document in writing by the following		
date: Contractor does not indicate agreer	ment with change simply by acknowledging receipt.		
DESCRIPTION OF CHANGE/MODIFICATION:			
This Amendment extends the maximum potential duration of South Carolina's Participating Addendum with Dell under the NASPO Master Agreement MNWNC-108 for Computer Equipment, Peripherals & Related Services past the original expiration date of March 31, 2020 to July 31, 2021 or until the State enters into a new contract for the acquisition of these categories of goods, whichever occurs first.			
This Amendment also serves to extend the maximum potential duration of South Carolina State Term Contract 4400011358 past the original expiration date of March 31, 2020 to July 31, 2021 or until the State enters into a new contract for the acquisition of these categories of goods, whichever occurs first.			
Except as provided herein, all terms and conditions of the Contract n	eferenced above remain unchanged and in full force and effect		
CONTRACTOR'S CERTIFICATE OF CURRENT COST OF PRICING IN	ATA. The Contractor contifies that to the best of its law and advant		
belief, the cost or pricing data (as defined by 48 C.F.R. 2.101) submitted, either actually or by specific identification in writing, by the Contractor to the Procurement Officer in support of this change order is signed. Procurement Officer must initial horse. When the Contractor is signed.			
is signed. If the different of the intermediate is the intermediate in the intermediat	ate Inapplicable to this Change Order		
SIGNATURE OF PERSON AUTHORIZED TO EXECUTE THIS	Audit - Inspection" provision.) (Reference § 11-35-1830 & R. 19-445.2120) SIGNATURE OF PERSON APTHORIZED TO EXECUTE / ISSUE THIS		
CHANGE ORDER & CERTIFICATE ON BEHALF OF CONTRACTOR:	CHANGE ORDER / CONTRACT MODIFICATION ON BEHALF OF USING GOVERNMENTAL UNIT		
Ву:	By:		
(Bythorized signature)	(authorized signature)		
Tim Biggio (Mar 12, 2020)	Will (butler		
(printed name of person signing above)	(printed name of person signing above)		
Its: Sr. Managing Legal Director	No.		
(title of person signing above)	Its: Procurement Manager (title of person signing shows)		

Date:	Date: 3	/17	12020
10	To be to the second of the sec	1	

Internal Use - Confidential



Participating Addendum Amendment #4

Contract Number: 4400011358

Procurement Officer: WILL BUTLER Phone: (803) 737-9854

E-Mail Address: wbutler@mmo.sc.gov Address :1201 Main St Suite 600

Columbia, SC 29201

DESCRIPTION: NASPO ValuePoint Computer Equipment

USING GOVERNMENTAL UNIT: Statewide

CONTRACTOR'S NAME AND ADDRESS: Dell Marketing, L.P.

TYPE OF CHANGE:

X Change to Contract Scope of Work

CONTRACTOR'S CERTIFICATE OF CURRENT COST OR PRICING DATA: The Contractor certifies that, to the best of its knowledge and belief, the cost or pricing data (as defined by 48 C.F.R. 2.101) submitted, either actually or by specific identification in writing, by the Contractor to the Procurement Officer in support of this change order are accurate, complete, and current as of the date this change order is signed. [Procurement Officer must initial here _WB **3-13-19**_ *if Certificate inapplicable to this Change Order*] (See "Pricing Data - Audit - Inspection" provision.) (Reference § 11-35-1830 & R. 19-445.2120)

IMPORTANT NOTICE:

X Change Order: Contractor is required to sign this document and return one (1) copies to the procurement officer named above by the following date: 03/20/2019.

DESCRIPTION OF CHANGE / MODIFICATION:

Summary of Change. This change, pursuant to the State's Participating Addendum under NASPO ValuePoint Master Agreement No. MNWNC-108, incorporates the onsite deployment of system re-images as an additional service option under the Statement of Work for Managed Services – Deployment:

SKU Description	SKU	Quantity	UOM	Price
On-site reimaging via USB	934-9329	1.00	Per System	\$49.28

- Detailed Description of Additional Service.
 - Inventory and identify / move client systems to desk-side location for custom image deployment.
 - Verify service/asset tag for each Client System against customer-provided inventory documentation.
 - Inspect client system for damage and create new incident with Dell to initiate repair, as needed.
 - Connect power and peripherals, as needed, to prepare for custom image deployment.
 - Boot the client system and verify / modify BIOS settings to prepare for custom image deployment using USB media.
 - Boot the client system from USB and initiate custom image deployment.
 - Verify successful deployment of image, troubleshoot / re-image as needed.
 - Update documentation, note the client system as completed and provide a daily roll-up to Dell PM of units completed.
- Assumptions and Restrictions.
 - Customer will supply the Contractor with a tested / validated USB bootable drive with a tested / validated image, including drivers. This Amendment allows for images validated by the associated Managed Services - Deployment SOW.
 - Customer will provide appropriate media as defined herein, and Contractor will ensure that such media will not leave the site / building / facility. Image-bearing media shall be returned at the site / building / facility to the designated Point of Contact, PM or other person(s) as dictated by the appropriate representative of the State of South Carolina agency.
 - Allowable timing assumption for system re-image is thirty (30) minutes per device. Customer is responsible for, and assumes any risk associated with, any problems resulting from the content, completeness, accuracy and consistency of the bootable USB drive, Windows 10 image, supporting materials and information supplied by Customer in supporting the delivery of services. An additional Amendment may be required if actual time required is more than thirty (30) minutes per device.
 - Configuration of an end-user profile on the client system is outside the scope of this Amendment.

Except as provided herein, all terms and conditions of the Contract referenced above remain unchanged and in full force and effect.		
SIGNATURE OF PERSON AUTHORIZED TO EXECUTE THIS CHANGE	SIGNATURE OF PERSON AUTHORIZED TO EXECUTE / ISSUE THIS	
ORDER & CERTIFICATE ON BEHALF OF CONTRACTOR:	CHANGE ORDER ON BEHALF OF USING GOVERNMENTAL UNIT:	
By: Manning Fendrich	Ву:	
(authorized signature)	(authorized signature)	
Manning Fendrich	Will Butler	
(printed name of person signing above)	(printed name of person signing above)	
Its:	Its: Procurement Manager (title of person signing above)	
Date:3/13/2019	Date:3/13/2019	



Participating Addendum Amendment #3

Contract Number: 4400011358 Procurement Officer: WILL BUTLER

Phone: (803) 737-9854

E-Mail Address: wbutler@mmo.sc.gov Address: 1201 Main St Suite 600 Columbia, SC 29201

DESCRIPTION: NASPO ValuePoint Computer Equipment

USING GOVERNMENTAL UNIT: Statewide

CONTRACTOR'S NAME AND ADDRESS: Dell Marketing, L.P.

TYPE OF CHANGE:	
X Change to Contract Scope of Work	
☐ Change to Contract Pricing Pursuant to Existing Contract C Clause Name	Clause Clause No
☐ Administrative Change to Contract (such as changes in pay	ing office, name of Agency Contract Administrator, etc.)
□ Other Change	
IMPORTANT NOTICE:	
X Change Order: Contractor is required to sign this document above by the following date: 11/30/2018.	and return one (1) copies to the procurement officer named
DESCRIPTION OF CHANGE / MODIFICATION:	
in addition to the exclusions contained in Amendmen	e except the operating software at time of purchase.
Participating Addendum under NASPO ValuePoint Nattached Statement of Work ("SOW") for Managed S	
Except as provided herein, all terms and conditions of the Contract re	of armoad shows remain unchanged and in full force and effect
CONTRACTOR'S CERTIFICATE OF CURRENT COST OR PRICING D belief, the cost or pricing data (as defined by 48 C.F.R. 2.101) subscinctions to the Procurement Officer in support of this change order is signed. [Procurement Officer must initial here]	DATA: The Contractor certifies that, to the best of its knowledge and mitted, either actually or by specific identification in writing, by the er are accurate, complete, and current as of the date this change order icate inapplicable to this Change Order] Audit – Inspection" provision.) (Reference § 11-35-1830 & R. 19-445.2120) SIGNATURE OF PERSON AUTHORIZED TO EXECUTE / ISSUE THIS CHANGE ORDER / CONTRACT MODIFICATION ON BEHALF OF USING GOVERNMENTAL UNIT:
By: Q 2 (authorized signature)	By: (authorized signature)
Charlene L. Wilkinson	
(printed name of person signing above)	(printed name of person signing above)
Its:Commercial Counsel(title of person signing above)	Its: Procurement Manager (title of person signing above)
Date: 11/29/2018	Date:12/2/2018



Dell Marketing L.P.

State of South Carolina

Managed Services - Deployment



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1 INTRODUCTION

This Statement of Work ("SOW") sets forth the Services (as defined herein) to be provided by DELL MARKETING L.P. ("Dell") to State of South Carolina ("Customer"). The Services are governed by and subject to the terms and conditions specified in Customer's separately signed master services agreement with Dell **CC WN29AGW** State **Contract 4400011358** to the extent that agreement expressly authorizes Customer to purchase the Services described herein.

The term of this SOW shall begin on the date of the last signature ("Effective Date") as set forth in the Signature Section of this SOW and unless terminated in accordance with this SOW or the Agreement, shall expire on the earlier of the date that Dell completes the provision of Services in accordance with this SOW or on March 31, 2020.

2 SUMMARY OF SERVICES

Dell is providing the following Services under this SOW. Detailed information about their organization, scope, and assumptions is on Section 4.3 Deployment Services and Section 7.2 Deployment Density Allocation Assumptions herein.

- Project is expected to occur at approximately 46 counties within the State of South Carolina.
- The duration of the project is expected to be completed by March 31, 2020
- Services are estimated to affect twenty-four-thousand (24,000) Client Systems.
- Service Hours are Business Hours described in Definitions, Appendix C.
- Security clearance required: None
- The start date of the deployment shall be contingent upon completion of the Scheduling Assumptions.
- Dell will provide Services for Customer sites identified in Appendix A (each, a "Customer Site").

3 PROGRAM MANAGEMENT

Dell's Program Management Office will manage and implement the Services described herein. Dell and Customer will each assign a program manager who will coordinate the activities to be performed under this SOW ("Program Manager"). The Program Manager for each party will serve as the point-of-contact for all communications, escalation of issues, and any modification to the scope, requirements, or responsibilities under this SOW.

3.1 **Dell Program Management Responsibilities**

- Dell and/or its Program Manager will perform the following activities:
- Serve as central point of contact for all service delivery issues.
- Manage Dell tasks and resources associated with the Services and coordinate activities with Customer.
- Conduct meetings to communicate roles, responsibilities, review assumptions, and schedule activities.
- Use standard industry recognized project management tools and methodologies.
- Employ a reporting mechanism to identify project tasks, next steps, and issues.
- Implement changes associated with the Services in compliance with the Change Management Process described in this SOW.

3.2 **Customer Program Management Responsibilities**

Customer and/or its Program Manager will perform the following activities:

- Provide reasonable assistance, cooperation, timely decisions and support in connection with the provision of the Services by Dell.
- Coordinate the scheduling of all Customer-designated resources required for the Services.
- Obtain all consents, approvals, and licenses required by Customer's suppliers, licensors, and lessors necessary to support or permit the provision of Services under this SOW.
- Assign a site coordinator for each Customer site where Services will be provided.



4 SCOPE OF SERVICES

4.1 **Pre-Deployment Activities**

Dell and Customer will complete the activities listed below before managed services deployment services begin. These activities will validate the assumptions, requirements, procedures, and responsibilities set forth in this SOW. In the event any assumption, requirement, procedure, or responsibility is found to be incorrect, the pricing and/or scope of Services will be modified using the Change Management Process to reflect the actual operating environment.

4.1.1 Site Survey and End-User Profiles

Customer will complete a site survey for each Customer Site. The site survey is used to collect information needed for the deployment. Customer will complete end-user profile surveys, if applicable.

4.1.2 Pilot Test

Dell will conduct a pilot test to validate the assumptions and test the deployment procedures prior to the first scheduled deployment. The pilot will consist of a typical set of Services for a limited number of systems (in each case, as determined by Dell in its discretion) and validate the following requirements: average installation time, information flow, procedures for each deployment activity, system environment, timings, and assumptions.

Dell and Customer will mutually agree on written installation instructions prior to the date the pilot is scheduled to be performed. The installation instructions must be finalized before Dell will commit resources to perform the pilot. Upon completion of the pilot, Dell and Customer will review the results and identify any necessary modifications to the Services and/or prices.

4.1.3 Schedules

Dell and Customer will mutually agree in writing to a deployment schedule by Customer Site and Schedule Group (collectively, the "Deployment Schedule"). The Deployment Schedule will be distributed by Customer to end-users identified in each Schedule Group prior to the scheduled installation of their Client Systems. Customer will promptly notify Dell of any conflicts in order to lock the schedule prior to the scheduled installation date. Any modifications or cancellations occurring prior to the scheduled installation date may be subject to additional fees.

4.2 Managed Services Deployment Services

Dell will be conducting the following deployment activities. Detailed information on how these Services are organized on groups for the Customer is on Section 7.2 Deployment Density Allocation Assumptions herein.

4.2.1 Onsite Deployment Services

Services Scope

- Unpack new Client System from shipping boxes and inspect components for any damage.
- Verify service tag for each new Client System against packing slip.
- Notify Dell help desk of any discrepancy or damage regarding the shipment of Dell equipment.
- Move new equipment from central location to the end user desk side.
- Organize Client System components and peripherals (e.g., keyboards, power supplies, mice, and software) for deployment.
- Plug Customer-provided, certified network patch cables into new Client System.
- Plug all power cords into electrical sources.
- Plug network patch cables into existing certified network jacks.
- Boot the new Client System and verifying network connection for Customer's network connected devices.
- Log on to the new Client System using Customer-provided user ID and password.
- Configure IP Address.
- Connect / Reconnect and setup up to four (4) existing external peripherals to Client System, including but not limited to two (2) monitors, one (1) keyboard and one (1) mouse.
 - If the device is a Laptop Dell will install, configure and connect one (1) docking station / port replicator



- When required, Dell will load the drivers supplied by Customer and will print a test page or conduct an agreed upon simple test for functionality.
- Complete validation & function test as agreed to by both parties.
- Contact the Dell help desk if a problem is encountered with any component provided by Dell for the new Client System.
- Perform the data transfer of up to three (3) GB between the legacy system and the new system via customer provided network cables at end user's desk side.
 - o The data migration function will be performed using Microsoft User State Migration Tool (USMT).
 - Data migration steps;
 - Technician will follow the on-screen prompts to initiate the automated data migration process, attach the network cable, and power on the new Client System.
 - The automated PC data and settings migration process will run.
 - Confirm data migration completion via on-screen messaging; communicate errors to Program Manager or designated lead.
 - Once PC data migration process has completed, technician will remove the network cable from the legacy PC.
- Perform installation of up to three (3) Commercial off the Shelf (COTS) application titles on client system.
 - o Installation instructions, executable files, and licensing key will be provided by the customer.
- Complete validation & function test as agreed to by both parties.
- On-site disposal of deployment related trash to Customer-designated location on-premises and properly clean the installation area.

4.2.2 **Decommissioning Services**

Service Scope

- Disconnect up to four (4) hardware peripherals, network cable, and power cord for the Legacy System.
- Place Legacy System components in boxes using packaging materials from the new Client System or other materials supplied by Customer.
- Move the Legacy System to an on-site storage area designated by Customer in the deployment building.
- Move all boxes, packaging materials and debris to a disposal area within the building where the deployment services are provided.
- Properly cleaning the installation area so it is returned to its original condition.

4.2.3 End User Training Services

Service Scope

- Technician will follow Customer-specific written instructions to provide a general knowledge transfer to new systems user, that will cover the following:
 - How to turn the system on and off
 - How to locate connection ports
 - o Where to locate user's documents
 - How to set up Tools and Favorites
 - o How to connect to the agency network
 - o General familiarization / navigation with deployed operating system
 - o Location of launch shortcuts / start menu for base image included applications

4.3 Dell IT Data Sanitization Services

4.3.1 **Dell IT Asset Onsite Wipe Services**

- Reference Appendix D for service description.
- Reference Appendix E for ARS Confirmation of Data Sanitization Template
- Reference Appendix F for Onsite Data Destruction Report Template



5 **CUSTOMER RESPONSIBILITIES**

Customer will be responsible for the activities listed below:

- It is solely Customer's responsibility to complete a backup of all existing data, software, and programs on affected product(s) before receiving Services (including telephone support). DELL WILL HAVE NO LIABILITY FOR LOSS OF OR RECOVERY OF DATA, PROGRAMS, OR LOSS OF USE OF AFFECTED PRODUCT(S) OR NETWORKS.
- Ensure Customer's Site coordinator is on-site and available at the deployment site.
- Prepare Customer Sites and end-user locations to receive Services (e.g., installing cables, network jacks, and power outlets and ensuring connectivity).
- Procure all hardware components and software licenses in advance of deployment activities to meet the Deployment Schedule.
- Ensure all systems and related equipment are easily accessible by Dell without the need to move furniture, and provide keys to any cable locks as needed to remove or secure systems during de-installation and/or installation and disable any BIOS passwords currently configured on Legacy Systems prior to a service call for installation.
- Receive hardware at Customer's receiving dock.
- Provide carts for transporting hardware within deployment site.
- Provide safe and adequate parking facilities.
- Provide access to Customer Site(s), including any necessary keys or badges. Advise Dell prior to locking schedule of any unique site entry requirements.
- Provide a safe working environment, reasonable office accommodations, and adequate work space within reasonable proximity to where Services are to be performed.
- Provide Dell with access to and use of information, data, Customer facilities, equipment, and internal resources as reasonably necessary to deliver the Services.
- Provide Dell with the physical location of each end-user desk where the Services are to be performed as well as location of printers to be mapped per system, if applicable.
- Provide Dell with local administration rights necessary to perform the Services and ensure the domain login is enabled.
- Provide all logon IDs, passwords, domain specifications, and personal settings necessary to perform the Services for each end-user prior to scheduled deployment.
- Provide Dell with a complete list of all approved peripherals to be installed on the new Client System, and supply all applicable drivers at the Customer Site.
- In the event Dell encounters problems loading Customer-provided software, Customer will contact the proper help resources for that application to complete the installation.
- Perform quality assurance after login is complete, including access to Active Directory profile to allow end users to access specific software applications and load personalities.
- Provide adequate storage area for de-installed Legacy Systems and a common area for debris at each Customer Site (to be located within the building where the deployment occurs).
- Provide post-installation support and troubleshooting assistance as needed to address software application performance, software application and operating system conflicts, software application version issues or coexistence issues.
- At the conclusion of the Services, change all system and network access credentials to prevent further Dell access to systems and networks.

6 PRICING

6.1 Deployment Services Pricing

The per-unit price for the Services to be performed by Dell, and applicable cancellation and rescheduling fees for the Services are listed below (see "Pricing Structure" in Definitions provided in Appendix C).



6.1.1 Blended Deployment Services Pricing

Deployment Services	Units	P/U Price
Deployment Services	24,000	\$76.92
Decommissioning Services	24,000	\$37.69
End User Training Services	24,000	\$14.27

6.1.2 **Dell Data Sanitization Services Pricing**

Dell Asset Onsite Wipe Services	Minimum Qty Drives per site visit	Per Drive Price
IT Asset Onsite Wipe	50+	\$21.00
NIST SP 800-88rl compliant overwrite Up to 500 GB drives	25-49	\$35.00
	10-24	\$60.00
If greater than 500 GB	Per Additional GB	\$.028

6.1.3 Time & Materials Pricing Table

Time & Materials Concepts	Disposition	Price
Time & Materials Rates - (During Service Hours - Per Hour)	Time Unit	\$97.90
Time & Materials Rates - (Outside Service Hours - Per Hour)	Time Unit	\$118.89
Program Management Team Extension Rate	Per Week	\$3,325.00
Each Additional Data Transfer via Peer-to-Peer per additional 1 GB average – Optional Service	1 GB	\$11.45

6.1.4 **Pricing Notes**

- 1. Rates will be invoiced to and will be paid by Customer for the following:
 - a. Customer delays exceeding fifteen (15) minutes beyond the scheduled time for the Services to be performed; such charges will be invoiced in thirty (30) minute increments.
 - b. Services requested when the technician is not currently onsite are charged based on a 2-hour minimum per incident.
 - c. Out-of-scope services (see Section 7.8 Out of Scope Services herein).
 - d. Services performed outside the defined Service Hours.
 - e. Services designated as Time & Materials.
- 2. Taxes All prices are in USD and are exclusive of all applicable taxes
- 3. Program duration is not to exceed March 31, 2020. Should the program extend beyond that date, Customer may be invoiced in accordance with the program extension weekly rate.
- 4. Cancellation or Rescheduling of any scheduled deployment after the schedule has been locked may be subject to additional fees plus any actual and reasonable travel expenses incurred. See Definitions "Cancellation" and "Reschedule" for fee schedule.
- 5. Prices and/or scope of services will be adjusted by Dell to reflect the actual operating environment if the Assumptions are found to be incorrect or there is a material failure of Customer to perform its responsibilities as set forth in this SOW.
- 6. Prices exclude costs for procurement of any hardware or software.
- 7. Price excludes travel incurred due to schedules that cause excessive travel between customer sites. See Scheduling Assumptions.
- 8. Expenses are included in the Charges under this SOW. Unless the Scope changes, pursuant to the Change Management Process, Dell will not charge any additional expenses in connection with delivering the Services without the express written consent of Customer. Additional expenses could include Service-related expenses such as actual, reasonable and necessary travel and living expense.
- 9. Price includes travel expenses within fifty (50) miles of a major metropolitan area as defined by Dell (see list of Dell-defined major metropolitan areas on Appendix B).



- 10. The terms offered by Dell under this SOW (including but limited to the pricing) shall be valid for thirty (30) days following initial delivery of this SOW to Customer. In the event this SOW is executed by Customer after such thirty (30) day period, Dell may in its sole discretion, (i) accept the SOW on the stated terms or (ii) reject such SOW and may provide Customer with a revised SOW setting forth any necessary updates to the terms of the previous SOW.
- 11. Payment for any hardware ordered from Dell is due in accordance with Dell's standard terms for such purposes (unless the parties have entered into a separate agreement regarding acquisition of the hardware, in which case payment for the hardware would be due in accordance with such separate agreement) and shall in no case be contingent upon performance or delivery of the Services and/or installation described in this SOW.
- 12. For clarity, any hardware failures that are discovered in connection with Dell's delivery of the Services will be resolved via the Customer's existing warranty for such failed hardware. In the event warranties for failed hardware are expired or otherwise not effective, Dell will provide reasonable support to Customer to facilitate resolution of the failed hardware so that Services hereunder may be completed. In no event will Dell assume financial responsibility for Customer's failed hardware where such failure is not the direct result of Dell's actions as indicated by root cause analysis.

7 ASSUMPTIONS

Pricing is based on the following assumptions that were used to develop the Services to be provided under this SOW ("Assumptions").

7.1 Scope Assumptions

- 1. Minimum quantity of twenty-four-thousand (24,000) new Client Systems under the SOW.
- 2. All volume-metric assumption deviations in excess of plus or minus ten percent (+/-10%) of the 24,000 Client Systems to receive Services will be considered out of scope and subject to the Change Management Process. There will be no pricing adjustment if the Customer purchases 10% less Client Systems than the minimum 24,000 Client Systems. Dell will review pricing under the Change Management Process if the total Customer purchases falls more than 10% below the 24,000 Client Systems.
- 3. Changes to the mutually agreed schedule for performance of Services or modifications to the Services will only be in accordance with the Change Management Process.
- 4. Pricing assumes eighty percent (80%) of system services will be in a fifty (50) mile radius of Columbia, SC. Metrics will be reviewed monthly, and deviations may require pricing adjustments via the change management process.
- 5. Minimum of four (4) system installations per Customer Site.
- 6. Minimum of four (4) system installations for each pilot test.
- 7. Operating system and image is pre-loaded from Dell's factory on new systems prior to deployment.
- 8. Dell and its Service Provider will document and escalate all deployment service related issues the Customer assigned point of contact to ensure all parties are aware of issues and allow for the appropriate party to take responsibility. All relevant charges will be mutually agreed to and invoiced following the change management process.
- 9. Deployment Service related issues caused by the Customer, which delay an individual system deployment beyond thirty (30) minutes will be billed back to the Customer at the prevailing hourly rate listed in the Time and Materials Pricing Table below.
- 10. Services are provided across all fleet volumes included twenty-four-thousand (24,000) Client Systems.
- 11. Deployment is for an EUC device (key peripherals included two (2) displays, one (1) keyboard, one (1) mouse, one (1) docking station (if laptop)).
- 12. Deployment is not for recovery services only deployment of new EUC device.
- 13. EUC equipment is delivered using Customer-approved image.
- 14. Customer in responsible for acquisition, receipt, and asset tagging of all equipment.
- 15. Asset owner/custodian information is stored in clients CMDB information and is correct.
- 16. Data migration is performed using Microsoft User State Migration Tool (USMT) (settings, favorites etc. All documents are stored on the client file systems.
- 17. Limit of three (3) applications are to be installed on system (in addition to base image). All applications are on Customer's approved list and have appropriate media, licensing, and install instructions.



- 18. Deployment scheduling will grouped for a minimum of four (4) Client Systems per deployment (daily).
- 19. Post deployment (monthly) will provide an updated asset register and Customer is responsible for updating their CMDB or any other system / tool they require.
- 20. Customer is responsible for backing up data that is to be migrated. Dell is not responsible for lost data.
- 21. Customer is responsible for ensuring end-user data to be migrated is stored in a designated folder (e.g., "My Documents") and providing the storage location to Dell; or that end-user data to be migrated has been documented in a mutually agreed technical specification for use with an automated data migration tool.
- 22. Data migration involves migrating Customer data files, not applications or programs.
- 23. Customer does not have any security or domain restrictions preventing data transfer.
- 24. Deployment includes and removal of deployment related trash to customer designated location on Customer site.
- 25. Dell will use Customer-provided application packages and deployment tools for all applications installations.
- 26. Average duration for each managed services deployment is assumed to be sixty (60) minutes.
- 27. End-user training is performed by the engineer performing the deployment (device and OS familiarization).
- 28. End-user training is limited to fifteen (15) minutes.

7.2 **Deployment Density Allocation Assumptions**

Services are grouped based on Customer requirements. Detailed information on the specific deployment activities for each one of the following service groups is on Section 4.3 Deployment Services and Section 6.1 Deployment Services Pricing herein.

7.2.1 Blended Services

Service Group	Density Bands	Quantity				
Deployment Services	1 system visit	0				
 Basic Installation Service – (CPU and peripherals) 	2 to 5 systems/visit	24,000				
Automated User State Migration (less than three (3) GB)	6 to 9 systems/visit	0				
Application Installation Service – (three (3) COTS titles) Oneite Treeh Disposel	10 to 35 systems/visit	0				
 Onsite Trash Disposal Decommissioning Services 	36 to 99 systems/visit	0				
Decommissioning Services De-installation of Legacy System (CPU and Monitor)	100+ systems/visit	0				
Box Legacy System (as needed)	Total Systems	24,000				
 Move Legacy System to Centralized On-Premise Location 						
Clean Installation Area						
End User Training Services						
Basic Knowledge Transfer Services (Hardware and OS)						

7.3 **Timing Assumptions**

Dell sets the following timing assumptions as a starting point for proposed time frames. Further review will be performed as part of the pre-deployment activities specified on Section 4.1.2 Pilot Test herein.

Deployment Service	Type of Unit	Qty	Time Assumption
Deployment Services	System	24,000	60
Decommissioning Services	System	24,000	15
End User Training Services	System	24,000	15

7.4 Scheduling Assumptions

- 1. Schedules will maximize the quantity of Services at each Customer Site which are in reasonable proximity within the same building and minimize the number of return visits to each Customer Site.
- 2. Schedule Groups will be formed to allow a consistent daily volume of Services at a Customer Site.
- 3. Services will be scheduled to take place over consecutive days at a Customer Site to ensure maximum efficiency of resources.
- 4. Customer will meet the following scheduling milestones:



Scheduling Milestones	Busines s Days	Execution
Pilot Test Performed	15	Following Effective Date of the SOW or as mutually agreed
Installation Instructions finalized	15	Prior to the date of the first scheduled deployment
Site Surveys complete	15	Prior to scheduled deployment
Site ready to receive Services	10	Prior to scheduled deployment
Schedule Groups finalized, Schedule locked	15	Prior to scheduled deployment
End-user profiles completed	10	Prior to scheduled deployment
Customer to provide all logon IDs, passwords, domain specifications and personal settings for each end-user	5	Prior to scheduled deployment

7.5 IT Environment & Technical Assumptions

- 1. Desktop/laptop operating system is Microsoft Windows supported version.
- 2. Standard Ethernet 100MB T base switched subnets, and 5-10 MB/sec throughput at the desktop is available for login, data transfer, application loads, and imaging.
- 3. Customer provides a single point of contact for resolution of any technical issues which may arise with regard to the network, devices, and any software application.
- 4. Network infrastructure is stable and consistent across all Customer Sites.
- 5. Standard implementation of dynamic host configuration protocol (DHCP) addresses is utilized.
- 6. Dell is not responsible for application malfunctions or conflicts between Customer applications.
- 7. Customer ensures all software applications are certified, operational, and compatible with the new Client System configuration and operating systems.
- 8. Customer provides a list of provisioning codes for IAMT (Intel® Active Management Technology) with appropriate Client System asset tag/service tag, if applicable.
- 9. If required, Customer provides all VPN hardware and/or software required for joining machines to Customer's domain including, but not limited to, two (2) Ethernet interfaces (DHCP and class C addresses required).

7.6 **General Assumptions**

- 1. Dell will dispose of deployment related trash to onsite Customer-provided disposal area within same building at Customer Site, unless stated otherwise in this SOW.
- 2. Systems weighing more than 50 pounds require an additional resource to assist with handling the system, which may require additional charges.
- 3. Customer does not require resources to have any United States Federal DoD Security Clearances (Secret, Top Secret / SCI, Top Secret / SCI with Polygraph, etc.).
- 4. Customer is advised and agrees that modifications Customer makes, or changes Dell, its subcontractors or any third-party makes on Customer's behalf, to an Energy Star compliant product may affect whether the product continues to qualify as Energy Star compliant.

7.7 Out of Scope Services

Pricing excludes any services not specified in this SOW, including but not limited to the following:

- 1. Procurement, shipping, or warehousing of hardware, software, or other equipment required for the Services unless otherwise stated in the SOW.
- 2. Packaging software applications for installation.
- 3. Providing end user orientation, training, or support.
- 4. Transporting equipment between buildings or between Customer sites, or moving equipment between floors without the use of elevators.
- 5. Packing, shipping, or disposing of legacy systems unless otherwise stated in the SOW.
- 6. Removing viruses (Dell will promptly notify Customer Site Coordinator upon discovery of virus).
- 7. Disaster recovery, including but not limited to: re-imaging, reloading software applications or recovering backup data.
- 8. Warranty services or remedial hardware maintenance or software maintenance.
- 9. Warranty services for third-party products which are not provided by Dell.



10. Warranty services for third-party products which are not provided by Dell.

8 NDS EQUIPMENT

A non-deployable system is a Dell-branded system that has failed or is non-functioning at time of install ("NDS"). In the event any equipment covered by this SOW is deemed to be a NDS at the time of installation, Dell will (a) repair or replace the Dell-branded equipment, if it is under warranty, (b) for non-Dell-branded equipment purchased from Dell, reasonably assist Customer in facilitating the repair or replacement of the equipment under the terms of the existing warranty, or (c) for third party equipment not purchased from Dell or for products that are no longer under warranty, notify Customer.

9 CHANGE MANAGEMENT PROCESS

The Change Management Process will be used when Dell or Customer determines that a change is necessary to refine a process, procedure, or specific responsibility identified in this SOW; the party proposing the change will document the request using the Request for Change Form (provided by Dell's Program Manager) and this Change Management Process.

The receiving party will review the proposed Request for Change Form and determine whether the change is acceptable or requires modifications. Both parties will, in good faith, mutually review the proposed change request and will (i) approve it, (ii) agree to further investigation, or (iii) reject it ("Change Management Process"). When the parties agree to the change, they will sign the Request for Change Form, which upon signing by both parties will constitute authorization to implement the change (Change Order). Both parties agree that such approval shall not be unreasonably withheld and will execute the Change Order, unless able to provide the other party with written data that disproves the identified variation.

10 GENERAL

Dell shall not be responsible for a failure to provide Services to the extent caused by: (1) any failure by Customer to perform its responsibilities under this SOW or the Agreement; (2) any materially inaccurate assumptions; (3) problems caused by Customer software or data; (4) a defect or deficiency with respect to Customer's network, systems, or other equipment; (5) failures of hardware not maintained by Dell; or (6) modifications to hardware made by a party other Dell or its representatives. In the event any of the foregoing occurs, Dell shall notify Customer. Notwithstanding the occurrence of one or more of the foregoing events, Dell may (at its discretion) continue to perform the Service (with Customer reimbursing Dell for its reasonable out of pocket expenses for such efforts to the extent attributable to the items defined above).

IN WITNESS WHEREOF, Dell and Customer have caused this SOW to be signed and delivered by their duly authorized representatives as of the date of last signature below (the "Effective Date").

	State of South Carolina	Dell Marketing L.P.
	Moon	
Printed Na	ame:Will Butler	Manning Fendrich Dell (MC 12/3/2018 Printed Name:
Title:	Procurement Manager	Title:
Date:	11/27/2018	Date:

Customer signed SOW must be received by Dell before any work can be started.



APPENDIX A — CUSTOMER SITES

The Services will be provided for the following Customer locations during the term of this SOW. Additional Customer locations may be included as mutually agreed using the Change Management Process.

Site	Address	City	St	ZIP	Client System QTY
Customer Sites	46 counties within the state of South Carolina				24,000



APPENDIX B — MAJOR METROPOLITAN AREAS

City	State	City	State	City	State
Birmingham	AL	Kansas City	KA	Rochester	NY
Montgomery	AL	Wichita	KS	Syracuse	NY
Fayetteville	AR	Erlanger	KY	Brecksville	ОН
Little Rock	AR	Louisville	KY	Cincinnati	ОН
Phoenix	AZ	Lake Charles	LA	Cleveland	ОН
Tempe	AZ	Metairie	LA	Columbus	ОН
Tucson	AZ	New Orleans	LA	Oklahoma City	OK
Bakersfield	CA	Shreveport	LA	Tulsa	OK
Fresno	CA	Sulphur	LA	Eugene	OR
Grover Beach	CA	Boston	MA	Portland	OR
Los Angeles	CA	Malden	MA	Camp Hill	PA
Sacramento	CA	Westboro	MA	Coraopolis	PA
San Diego	CA	Portland	ME	Harrisburg	PA
San Francisco	CA	Detroit	MI	Philadelphia	PA
San Jose	CA	Grand Rapids	MI	Pittsburgh	PA
San Luis Obispo	CA	Livonia	MI	Sharon Hill	PA
W Sacramento	CA	Arden Hills	MN	Charleston	SC
Denver	CO	Duluth	MN	Columbia	SC
Hartford	CT	Minneapolis/St. Paul	MN	No. Charleston	SC
Shelton	CT	Columbia	MO	Knoxville	TN
Washington	DC	Fenton	MO	Memphis	TN
Ft. Lauderdale	FL	Jefferson City	MO	Nashville	TN
Jacksonville	FL	Kansas City	MO	Austin	TX
Miami	FL	St. Louis	MO	Corpus Christi	TX
Orlando	FL	Jackson	MS	Dallas	TX
Pensacola	FL	Pearl	MS	El Paso	TX
Tallahassee	FL	Billings	MT	Houston	TX
Tampa	FL	Charlotte	NC	Lubbock	TX
Atlanta	GA	Durham	NC	San Antonio	TX
Forest Park	GA	Raleigh	NC	Salt Lake City	UT
Cedar Rapids	IA	Wilmington	NC	Herndon	VA
Des Moines	IA	Bismarck	ND	Richmond	VA
Boise	ID	Omaha	NE	Roanoke	VA
Chicago	IL	Newark	NJ	Williston	VT
Elk Grove Village	IL	Albuquerque	NM	Seattle	WA
Peoria	IL	Las Vegas	NV	Spokane	WA
Evansville	IN	Reno	NV	Tukwila	WA
Ft. Wayne	IN	Albany	NY	Madison	WI
Indianapolis	IN	New York	NY	Charleston	WV
				Nitro	WV



APPENDIX C — **DEFINITIONS**

Average Installation Time

The Average Installation Time is calculated based on the aggregate quantity of new Client Systems installed per Customer per quarter. Installation times, including quantities of peripherals, will be evaluated on a monthly basis by the Dell PMO.

Cancellation

<u>Site Cancellation</u>: A site cancellation occurs when Customer cancels the Services for the site after the schedule has been locked and Customer either does not set a new date or the new date is scheduled beyond thirty (30) days of the original locked deployment schedule (see "Reschedule").

Site Cancellation Fee Scenarios:

For cancellations with three (3) or more business days' notice, Customer will be not be assessed an administrative fee.

For cancellations with two (2) or less business days' notice, or where the site has less than ten (10) users, Customer will be assessed a 30% fee based on the full price for the scheduled deployment at the time the schedule was originally locked.

<u>User Cancellation</u>: A user cancellation occurs when Customer cancels the Services for the user after the schedule has been locked and Customer either does not set a new date or the new date is scheduled beyond thirty (30) days of the original locked deployment schedule.

User Cancellation Fee Scenario:

There will be no penalty fee if an individual User cancellation occurs and the appointment can be rescheduled during pre-planned onsite appointment dates

A 30% fee will be assessed if User cancellation occurs and the appointment cannot rescheduled during pre-planned onsite appointment dates. Those fees will be mutually agreed to and invoiced in accordance with the Change Management Process.

Change Order

A written and signed request by either party requesting change to the set of services or deadlines provided under this SOW. All Change Orders must be executed by both parties in accordance with the Change Management Process described in this SOW.

Clearances

<u>Secret</u>: Dell will provide on-site technical resources with a Secret clearance as defined in the Government-provided "DD Form 254".

<u>Top Secret</u>: Dell will provide on-site technical resources with a Top Secret clearance as defined in the Government-provided "DD Form 254".

<u>Top Secret-SCI</u> (Sensitive Compartmented Information): Dell will provide on-site technical resources with a Top Secret-SCI clearance as defined in the Government-provided "DD Form 254".

NOTE: This level of warranty support is based on the systems being located in areas accessible by non-cleared Dell service personnel. In the event that the systems are relocated and reside in a secure area when onsite service is required, Dell will work with Customer to develop a suitable plan for support.

Upon award of a Secret, Top Secret, or Top Secret-SCI contract, Dell's FSO (Facility Security Officer) must receive the Government-issued "CONTRACT SECURITY CLASSIFICATION SPECIFICATION" or most commonly called "DD Form 254" before service can begin. Dell's FSO will manage the "DD Form 254" for validation and processing.

Client Systems

Desktop: CPU and monitor; Laptop: which may include a docking station.

Legacy System

The computer system installed at Customer's site which is to be upgraded or de-installed, removed and replaced with a Dell computer system during a site installation event. Server or workstation class computer systems and external peripherals are not Legacy Systems.



Pricing Structure

<u>Blended Pricing</u> is based on the estimated units to be deployed per site per visit provided by Customer prior to the deployment.

Reschedule

<u>Site Reschedule</u>: A site reschedule occurs when Customer reschedules the Services to be performed within thirty (30) days of the original locked deployment schedule (see "Cancellation").

Site Reschedule Fee Scenarios:

For reschedules with three (3) or more business days' notice, Customer will be not be assessed an administrative fee.

For reschedules with two (2) or less business days' notice, Customer will be assessed a 30% fee based on the full price for the scheduled deployment at the time the schedule was originally locked.

<u>User Reschedule</u>: A user reschedule occurs when Customer reschedules the Services to be performed within thirty (30) days of the original locked deployment schedule.

User Reschedule Fee Scenarios:

There will be no penalty fee if an individual User reschedule occurs and the appointment can be rescheduled during pre-planned onsite appointment dates

A 30% fee will be assessed if User reschedule occurs and the appointment cannot rescheduled during pre-planned onsite appointment dates. Those fees will be mutually agreed to and invoiced in accordance with the Change Management Process.

Schedule Group

Is a group of deployment events that are scheduled to occur on a specific date at a specific time at a specific location.

Service Hours

Customer and Dell will agree upon the hours that Services are to be performed ("Service Hours"). Typical Service Hours options are:

<u>Business Hours</u> - Monday through Friday, 8:00 a.m. to 5:00 p.m. local time based on a forty (40) hour week, excluding nationally-observed holidays.

Outside Business Hours - Monday through Friday beyond 5:00 p.m. local time.

<u>Weekends and Nationally-Observed Holidays</u> - New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas.

Services

The complete set of services to be performed by Dell described in this Statement of Work "SOW".

Additional Definitions for Asset Recovery Services:

"Confirmation of Disposal" will mean the document provided by Dell to the Customer which documents that all hard drives were sanitized or destroyed in accordance with Section 4.f below and the disposal/recycling of all other Equipment performed in accordance with applicable local country and state laws and requirements.

"Data Sanitization" will mean the certified data sanitization process for data bearing devices using methods aligned to the National Institute of Standards and Technology Special Publication 800-88 Revision 1 "Guidelines for Media Sanitization" ("NIST 800-88 r1").

"Data Sanitization Summary" will mean the serialized inventory list of the System and System hard drives attempted to be sanitized by Dell during each Site visit.

"Data Sanitization Work Space" will mean a safe and sufficient work space at the Site where the Data Sanitization Services will be performed.

"Equipment" will mean all of the Pieces that the Customer has for disposal.



"Piece" will mean each desktop or portable computer (e.g. laptop, notebook, tablet, etc.), monitor, printer, server or other IT hardware & components (collectively referred to herein as "Equipment").

"Serial Number" will mean the unique identifier assigned to a Piece by the manufacturer.

"Site" will mean the Customer designated location at which the Pick Up or onsite Data Sanitization is to be performed.

"System" will mean a desktop or portable computer (e.g. laptop, notebook, tablet, netbook, thin client, etc.)



APPENDIX D — DATA SANITIZATION SERVICES

Onsite Data Sanitization – (Expires 4 years from purchase)

A. Dell's Responsibilities

- 1. Scheduling.
 - a. Data Sanitization. Dell will contact the Customer to schedule the Data Sanitization at each Site for a mutually agreeable time during local business hours Monday – Friday 8:00 am to 5:00 pm (local time). Data Sanitization will generally be scheduled no earlier than ten (10) business days after the date of contact.
- 2. Data Sanitization. Dell shall:
 - a. Arrive at the Site, contact the Customer's Site representative and proceed to the Data Sanitization Work Space;
 - b. Record the following information on the Data Sanitization Summary for each System: manufacturer, model number, properly seated and functional hard drive(s) serial number(s);
 - c. Perform the Data Sanitization on each System;
 - d. For each System hard drive on which Data Sanitization is attempted, designate on the Data Sanitization Summary whether the Data Sanitization was successful ("PASS") or unsuccessful ("FAILED");
 - e. Remove any hard drive from a System for which the Data Sanitization was unsuccessful and return such hard drive to the Customer's Site representative; a tag will be attached to the hard drive indicating date/time and reason for the failure (if known);
 - f. Return all Systems (excluding hard drives which were not successfully sanitized) to a secured storage location designated by the Customer;
 - g. Provide the Customer with a PDF/CSV version of the Data Sanitization Summary on a USB flash drive (to be provided by the Customer) prior to leaving the Site;
 - h. Provide a Data Sanitization Acknowledgement Form to the Customer's Site representative for their review and signature to certify that the Data Sanitization Summary provided in PDF/CSV (in step 2.g above) accurately reflects:
 - i. The System hard drives that were successfully sanitized ("PASS") and subsequently moved by Dell to a secured storage location designated by the Customer; and/or
 - ii. The System hard drives that were not successfully sanitized ("FAILED") and were subsequently returned to the Customer's Site representative for disposition by the Customer.
- 3. Reporting: Dell shall deliver to the Customer within thirty five (35) business days from the date of receipt of the Data Sanitization Acknowledgement Form the following reports via email:
 - a. Equipment Settlement Report; and
 - b. Confirmation of Disposal
- A. Customer Responsibilities
- 1. General. THE CUSTOMER SHALL BACKUP ANY DATA OR SOFTWARE THE CUSTOMER DESIRES TO RETAIN PRIOR TO EQUIPMENT BEING MADE AVAILABLE TO DELL. Service provided under this Appendix D does not include the restoration of any data or software from Equipment.



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- 2. Data Sanitization. Services are for a minimum 10 or more systems per onsite event. The Customer shall:
 - a. Remove/disable all passwords and other access security features and terminate any theft deterrent or laptop tracking software contained within such Equipment from Systems designated for Data Sanitization Services prior to Dell's arrival;
 - b. The Data Sanitization Work Space shall at a minimum include:
 - i. Table/desk space, chairs, electrical outlets with adequate lighting;
 - ii. Space adequate to stack at least 20 desktops to perform concurrent data sanitizations;
 - iii. Sufficient access to electrical power at voltage as applicable for the service and country in scope, and as advised by Dell upon scheduling
 - c. Consolidate and locate all Systems designated for Data Sanitization Services in the same immediate area as the Data Sanitization Work Space;
 - d. Provide a Site representative each day Data Sanitization is scheduled to be performed to direct Dell to the Data Sanitization Work Space and designate the Systems on which Dell should perform the Data Sanitization;
 - e. Provide monitors and external power supplies for use with Systems during the Data Sanitization (monitors not required for portable computers);
 - f. Provide a secured storage location in the same immediate area as the Data Sanitization Work Space for storage of Systems that were successfully Data Sanitized;
 - g. Review the Data Sanitization Acknowledgement form and sign such form to certify the Customer's agreement that the Data Sanitization Summary provided in PDF/CSV (as defined under Dell's Responsibilities, Section A.2. above) accurately reflects: (i) the System hard drives that were successfully sanitized ("PASS") and subsequently moved by Dell to the secured storage location designated by the Customer for future Pick Up and (ii) the System hard drives that were not successfully sanitized ("FAILED") and were subsequently returned to the Customer's Site representative for disposition by the Customer; and
 - h. Provide a blank USB flash drive to Dell for the PDF/CSV version of the Data Sanitization Summary to be provided by Dell prior to leaving the Site.
- 3. Customer Warranty. The Customer represents and warrants as follows:
 - a. The Customer has removed all confidential, proprietary, sensitive or other non-public data from Equipment;
 - b. The Customer is responsible for and has complied with the health and safety requirements and obligations applicable to it in relation to the Site(s) to which Dell and/or the Dell Authorized Partner(s) are given access by the Customer, including the Data Sanitization Work Space.

If the Customer breaches any of its obligations or warranties outlined in this Appendix D, Dell shall not be obligated to provide the Services or liable for any damages resulting from the Customer's breach. Alternatively, the Customer may incur additional fees and expenses for any resulting additional time or materials, loss or damage incurred by Dell or its providers.

B. Pricing and Payment Terms

The Customer will be charged on a per Piece basis. The Services under this Appendix D are only available for ten (10) or more Systems per Site visit. A minimum charge equivalent to the cost to Data Sanitization (10) Systems will be charged for each visit to each Site during which Data Sanitization Services are performed that does not meet this requirement (geographic limitations may apply and country minimums may vary). The per Piece price will be set forth in a quote generated by Dell.

The Customer hereby agrees to pay the price for each Piece per the applicable Dell order confirmation, as well as any additional fees and costs set forth in this Appendix D. The Customer acknowledges and agrees



that Dell shall be entitled to set off amounts due to Dell under this Appendix D against the amounts otherwise payable by Dell to the Customer hereunder.

Additional Fees.

- Services rendered by Dell for Pieces in excess of the amount ordered will be billed at the per Piece price for the associated Service.
- Loose hard drives not in a system will be assessed an additional fee.
- Pieces (Equipment) with more than one hard drive will be charged an additional fee per drive.
- Hard drive greater than 500 GB will be assessed an additional fee.
- Locations in offshore territories, islands and other remote or indirect locations may incur additional fees.
- Sites requiring access or vehicle restrictions, union labor, time specific or after normal business hours will incur additional charges.
- If the Customer, the Site and/or the Equipment, does not conform to the requirements set forth in this Appendix D, or the Customer is somehow otherwise not ready for the Data Sanitization to be undertaken as scheduled, the applicable Services may need to be rescheduled and/or additional fees will apply.
- The Customer will be responsible for any costs incurred, and Dell shall have no responsibility or liability whatsoever, if incorrect Systems are identified for Data Sanitization.

C. Important Additional Terms

Warranty and Liability. As it relates specifically to the Data Sanitization Services provided under this Appendix D only, and despite any conflicting terms in the Agreement, the following terms and conditions apply:

- 1. Warranty. DELL WARRANTS THAT IT WILL PERFORM THE SERVICE WITH COMMERCIALLY REASONABLE CARE. DELL MAKES NO OTHER WARRANTY AND DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 2. Limitation of Liability. DELL'S AND ITS SERVICE PROVIDERS' LIABILITY FOR SERVICES PROVIDED IN ACCORDANCE WITH THIS APPENDIX D, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LIABILITY, WILL BE AT ALL TIMES SUBJECT TO THE FOLLOWING LIMITATIONS AND EXCLUSIONS:
 - a. IN NO EVENT SHALL DELL BE LIABLE (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY OF THE FOLLOWING: (I) LOST PROFITS, LOSS OR CORRUPTION OF DATA OR SOFTWARE, LOSS OF BUSINESS OR COMPLIANCE WITH THIRD PARTY REQUIREMENTS THAT MAY APPLY TO DATA ON EQUIPMENT, (II) CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE (IF APPLICABLE) DAMAGES, OR (III) ANY THIRD PARTY CLAIM.
 - b. DELL SHALL HAVE NO LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR THE SECURITY OR CONFIDENTIALITY OF DATA RESIDING ON EQUIPMENT EXCEPT FOR THE UNAUTHORIZED DISCLOSURE OF DATA FROM A SYSTEM HARD DRIVE WHICH DELL AND/OR ITS SERVICE PROVIDERS' FAILED TO PROPERLY PERFORM THE DATA SANITIZATION AT CUSTOMER'S SITE IN ACCORDANCE WITH THE PROCESSES SET FORTH HEREIN AND SUBSEQUENTLY CERTIFIED SUCH HARD DRIVE AS BEING SUCCESSFULLY SANITIZED ON THE DATA SANITIZATION SUMMARY. IN SUCH CASE DELL SHALL BE LIABLE TO CUSTOMER FOR DIRECT DAMAGES RESULTING FROM SUCH DISCLOSURE UP TO THE LIABILITY CAP SET FORTH IN SECTION C.2.c BELOW.



c. DELL'S AGGREGATE LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY AND ALL CLAIMS OF LIABLITY ARISING OUT OF, OR IN CONNECTION WITH THIS APPENDIX D WITHIN ANY CALENDAR YEAR SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER FOR THE SERVICES DESCRIBED UNDER THIS APPENDIX D IN SUCH CALENDAR YEAR.

DELL DOES NOT LIMIT ITS LIABILITY FOR FRAUD, PERSONAL INJURY OR DEATH ARISING FROM ITS NEGLIGENCE OR ANY OTHER LOSS THAT CANNOT BE LIMITED UNDER APPLICABLE LAW. IN THE EVENT APPLICABLE LAW PROHIBITS IN ANY PART ANY LIMITATION OF LIABILITY IN THIS APPENDIX D, THE PARTIES AGREE THAT SUCH LIMITATION SHALL BE MODIFIED, WITHOUT FURTHER ACTION OF EITHER PARTY, SO AS TO BROADLY APPLY TO THE MAXIMUM EFFECT ALLOWED BY APPLICABLE LAW.



APPENDIX E — ARS CONFIRMATION OF DATA SANITIZE TEMPLATE



Asset Resale and Recycling Confirmation of Disposal

Date: {SettlementDate}

Customer Name: {CustomerName}

Customer Address: {DispatchAddress1}

{DispatchAddress2} {DispatchAddress3} {City} {State} {ZipCode}

ARR Reference # {ARSJobNum} Vendor Job Reference: {VendorJobNum}

Dell Order #: {DellOrderNum}

This Confirmation of Disposal is provided to {CustomerName} as it pertains to the On-Site Data Sanitization Services performed by Dell pursuant to the Dell Order # {DellOrderNum} set forth above and Customer's applicable Statement of Work or Service Description.

Certificate of Data Sanitization

The Services provided to Customer under the above Dell Order # {DellOrderNum} include the provision of On-Site Data Sanitization Services at Customer's location, and Dell hereby certifies that each hard drive listed on the accompanying Data Sanitization Summary which is identified as being successfully sanitized ("PASS") has been sanitized at Customer's location by using methods aligned to National Institute of Standards and Technology (NIST) Special Publication (SP) 800-88 Revision 1 "Guideline for Media Sanitization".

For more information, please see the Dell Media Sanitization Statement in **Appendix H** below. Dell makes no recommendations regarding the Customer's security needs or representations regarding the effectiveness of one method of data removal over another. It is the Customer's responsibility to protect any confidential or sensitive information contained on its hard drives recovered by Dell.



APPENDIX F — ONSITE DATA DESTRUCTION REPORT TEMPLATE

Onsite Data

Destruction Report

Service Information **Dell Information** Information Dell Job ##delljobreferenc Customer Date of ##dateofservi ##customer Reference: Name: name Service: **Dell Vendor** ##dellvendornam ##projectna Project Name: Start Time: ##starttime Name: me ##techniciannam Technician Name: Site/Location: ##address1 Finish Time: ##finishtime # Systems ##systemspro

Customer

Systems ##systemspas ##country Software Name: Country: Passed: sed Site Contact ##siteconta # Systems ##systemsfail Software Version: Name: ct Failed: ed

##address2

Processed:

cessed

Computer Make	Computer Model	Computer Service Tag	Drive Model	Drive Serial Number	Purge, Clear, Destroy NIST 800-88Rev 1	Result (Pass/ Fail)	Excepti ons Comm ent



Page 21 of 26

Deal ID 15769555

Incident Management Process

Process Description

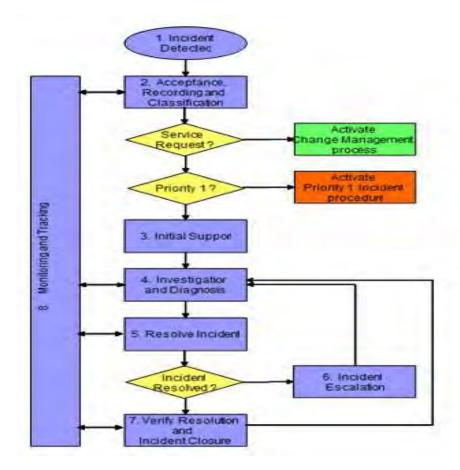
The aim of the Incident Management process is to provide a standardized, high quality service where any incidents are reported. This section provides an overview of the Incident Management process as pictured in the process flow chart (right). The process flowchart provides an overview of the Incident Management process. The Incident Management process is initiated by the Dell technician, Administrative Services end-user or both, depending on the incident.

Incident Detected

The process starts with the detection of an incident. An incident can originate

- From a situation experienced by end-user or Dell technician and reported to the Service Desk & Dell PM
- From an error in configuration or shipment error by Customer or Dell personnel.

Note: The incident can be communicated to the Service Desk via the telephone, digitally or face-to-face.





Incident	Escalation/Response	Tier 2 Dell Response	User Action	Admin Action	Dell Action	Service Level	Problem Resolution
Incorrect Image	1. If Dell Technicians are provided relevant image(s) on USB drives 2. No relevant image(s) on USB drives provided	Dell tech. immediately notifies Dell PM & Admin POC of issue, triage with USB image if provided. If no image provided, Dell PM will escalate for expedited shipment of correct configuration and Image replacement	reschedule installation	Update ITSM system records, reschedule install date if needed	Identify and correct process in order entry, SI build # and/or process	 4 hour SLA to correct install. 3 days 	4 hours/3 days
Under shipment	Notification to Dell ISR for correction & expedited ship	Dell technician reschedules install with Administration & end user	Reschedule installation confirmation date	Update ITSM system records. Reschedule installation date.		NBD	3 days
Over shipment	Over-shipment	Dell technician notifies Dell PM & processes units for shipment	None	None	Return units to factory	N/A	0 day
Incorrect Configuration shipped	1. If components missing Dell Technician notifies Dell ISR for expedited shipping of missing components 2. If incorrect system, Dell Technician notifies Dell PM & Dell ISR for expedited ship of correct configured unit(s) & return ships incorrect configured units	Dell tech. immediately notifies Dell PM & Admin POC of issue, Dell PM will escalate for expedited shipment of correct configuration with Image replacement unit(s)	Reschedule installation confirmation date	records. Reschedule	Dell PM & ISR expedite replacement shipment with proper configuration and correct order process of quote verification, order entry and accuracy or process/systemic issue identification and correction.		3-6 days



Managed Services Deployment



Appendix H — Media Sanitization of Data Storage Devices



Notice: The below document is **CONTROLLED** when on-line; once printed, launched, or detached, it becomes an **UNCONTROLLED** document, unless otherwise marked.

Title: Dell Media Sanitization Statement	Issue Date: 21 June 2017
Document Number: RQD0302	Revision Number: 1.00

Media Sanitization of Data Storage Devices

Dell understands and shares Dell customers' concerns regarding the security of data. Dell has implemented media sanitization practices to help control data security risk for data storage devices returned to Dell and for services carried out at a Customer's location. Dell implements these processes throughout its return streams and with Dell's suppliers to operationalize the practices described in this statement.

Customers that are subject to legal or regulatory obligations regarding sanitization of media, and Customers that have other heightened data security or privacy concerns or risk factors, should do one of the following:

- ensure that data has been removed, encrypted or properly sanitized prior to returning their data storage device to Dell (with appropriate measures taken to comply with any applicable legal or regulatory obligations);
- 2. purchase "Keep Your Hard Drive" or "Parts Retention Service" service from Dell EMC; or
- 3. purchase or otherwise arrange for a sanitization/destruction process or service before the unit(s) leave their control. Dell EMC can provide sanitization/destruction services, including services at a Customer's location, such as Dell Asset Resale and Recycling Services and EMC Data Erasure Services

SANITIZATION

For all data storage devices returned to Dell and for services carried out at a Customer's location, unless Customers contract with Dell to perform a Dell sanitization/destruction service with a higher security standard applicable to the Customers' specific devices or components, Dell's approach to the handling of data storage devices is to either:

- 1. sanitize the device (in alignment with the US Department of Commerce NIST SP 800-88 Rv. 1 "Purge" or "Clear" methods) in preparation for reuse;
- when Dell elects not to reuse the device or when it is pre-sorted for recycling Dell will destroy the device using physical shredding or such other appropriate physical destruction method (in preparation for recycling, and in accordance with the US Department of Commerce NIST SP 800- 88 Rv. 1 "Destroy" method).

Neither Dell nor Dell's suppliers access any customer data as part of screening, sanitization, testing, refurbishment, or unit repair. Dell has processes and controls for the physical safeguarding of all material passing through Dell's physical control in Dell's return streams. Dell performs regular audits of its own facilities and operations, as well as its partners and suppliers who are authorized to perform data security processes regarding physical security and sanitization.



CUSTOMER ADVICE

Dell advises customers to always secure, backup and or remove any data stored on a device as applicable before returning it to Dell. Pursuant to the applicable warranty or support services contract, Dell is under no contractual obligation to perform a sanitization on any returned device(s), and assumes no liability for any data left on these devices per the terms of those agreements. Customers should not attempt to disable or physically destroy a data storage device, in any manner (e.g., degaussing, shredding, drilling, etc.) before returning it to Dell. Damaging devices that a customer is obligated to return pursuant to the terms of the applicable warranty and service contract the customer purchased with the applicable device will result in charges for any devices damaged or not returned to Dell.

REVISIONS

Date	Description
June 2017	Initial publication

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Participating Addendum Amendment

Contract Number: 4400011358

Procurement Officer: Michael Dalton

Phone: 803-737-4994 E-Mail Address: mdalton@mmo.sc.gov Address: 1201 Main Street

Suite 600

Columbia, SC 29201

DESCR	DESCRIPTION: NASPO ValuePoint Cooperative Purchasing Program - Computer Equipment							
USING GOVERNMENTAL UNIT: Statewide								
CONTR	CONTRACTOR'S NAME AND ADDRESS: Dell Marketing, L.P.							
TYPE OF	CHANGE:							
□ Chan	Change to Contract Scope of Work							
□ Chan	ge to Contract Pricing Pursuant to Existing Contract Clause. Clause Name C	Clause No.						
□ Admi	inistrative Change to Contract (such as changes in paying office, nan	ne of Agency Contract Administrator, etc.)						
X Other		, ,						
	ANT NOTICE: or is required to sign this document and return one (1) copy to the pr	rocurement officer named above by the following date: February 21, 2017.						
DESCRI	TION OF CHANGE / MODIFICATION:							
entered into "Equipmen under a lea	Presidio Technology Capital. LLC ("Master Lessor") and the Information Technology Management Office, an agency of the State of South Carolina ("Master Lessee") have entered into a Master Equipment Lease Agreement dated as of February 8, 2017 (the "Master Lease") under which lessees will from time to time lease equipment (the "Equipment") sold by Contractor to Using Government Unit under the agreement referenced above (the "Purchase Agreement") from Master Lessor, its successors or assigns, under a lease schedule incorporating the terms of the Master Lease (a "Lease"). The Using Government Unit to whom Equipment is to be delivered under the Purchase Agreement is herein called the "Lessee,"							
	es of removing doubt as to the intention of the parties and to clearly delineate greement, superseding any contrary language therein;	certain rights with respect to the Purchase Agreement, the following is added to the						
1.	It is the express intention of all parties that the Equipment shall be sold to ar for legal, tax and other purposes.	nd owned by the Lessee and that each Lease constitute a financing and not a true lease						
2.	 Soiely as a convenience to the parties. Master Lessor may issue purchase orders to you on behalf of a Lessee and you shall send your Invoice to Master Lessor, showing Lessee as purchaser. Nothing in such purchase order or any other documentation executed in connection with the Master Lease or any Lease obligates Master Lessor to you or relieves the Lessee of its obligations. if any, under any Purchase Agreement. You will look solely to the Lessee for any and all performance under the Purchase Agreement. 							
3.	Master Lessor has agreed with Lessee to make payments for certain items of solely for the benefit of Master Lessee and the Lessees and neither you not a	f Equipment upon their acceptance by the applicable Lessee, but such agreement is any other person is an inteaded beneficiary.						
4.		aster Lessor to make payment as required under the Purchase Agreement, assigns its or. effective only upon Master Lessor's acquiring ownership of the Equipment either essee at the end of the Lease Term.						
5.	Master Lessor's rights hereunder and under the Master Lesse may be assign Master Lesse. You may rely on any notice from Master Lessor as to the idea	ed to a bank, financial institution or other person qualified to be Lessor under the ntity of such Lessor.						
6.	Master Lessor is the only entity authorized to lease or finance IT equipment ended public procurement, e.g., a government wide, a statewide term or a π	and software products through contracts awarded by Master Lessee to serve as an open- alti-agency contract, as certified by an officer of Master Lessee,						
Except as provided herein, all terms and conditions of the Contract referenced above remain unchanged and in full force and effect.								
CONTRACTORS CERTIFICATE OF CURRENT COST OR PRICING DATA: The Contractor certifies that, to the best of its knowledge and belief, the cost or pricing data (as defined by 48 C.F.R. 2,101) submitted, either actually or by specific identification in writing, by the Contractor to the Procurement Officer in support of this change order are accurate, complete, and current as of the date this change order is signed. [Procurement Officer nust initial here j/ Certificate inapplicable to this Change Order] (See "Pricing Data - Audit - Inspection" provision.) (Reference § 11-35-1330 & R. 19-445.2120)								
	LE OF PERSON AUTHORIZED TO EXECUTE THIS CHANGE ORDER & NTE ON BEHALF OF CONTRACTOR:	SIGNATURE OF PERSON AUTHORIZED TO EXECUTE ' ISSUE THIS CHANGE ORDER ' CONTRACT MODIFICATION ON BEHALF OF USING GOVERNMENTAL UNIT:						
Ву:	Katherine Duncy (authorized signature)	By: Call Cauthorized signature)						
Ka	therine Dunay	MICHAEL DAITANI						
	(printed name of person signing above)	(printed name of person signing above)						
Its: Pu	ıblic Contracts Manager	In: PROCURAMENT AFFICER						
<u> </u>	(title of person signing above)	(title of person signing above)						
Date:	February 20, 2017	Date: FEBRUARY 21, 2017						

PARTICIPATING ADDENDUM NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM

Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT

Master Agreement No: MNWNC-108

Dell Marketing, L.P.

Dell Master Agreement No. 91AGY

(hereinafter "Contractor")

And

State of South Carolina, Information Technology Management Office (ITMO), a unit of the South Carolina State Fiscal Accountability Authority's Division of Procurement Services (hereinafter "Participating State/Entity")

Participating State Contract Number 4400011358

Amendment #1

Dell Contract Code WN29AGW

Changes:

The following items are hereby added to Section 4. Participating State Modification or Additions to Master Agreement, SC Exclusions list on page 3:

- Hardware and software required to solely support wide area network (WAN) operation and management are not allowed.
- Cellular phone equipment is not allowed.
- Printer Supplies (The State of SC has a separate contract for HP printer supplies)
- Copiers (The State of SC has a separate contract for Copiers)
- Design Services
- Digital Projectors, Projection Screens, Video and Photography equipment, and other audio visual products (The State of SC has a separate contract for AV equipment)
- IT Temporary Professional Services (The State of SC has a separate State Term Contract) Networking Hardware except for Network Interface Cards (NIC) and the cables necessary to attach a personal computer to the network. (The State of SC has a separate Networking Hardware contract)
- Whiteboards (The State of SC has a separate contract for AV equipment)
- · Furniture, mounting hardware, storage cabinets, office supplies
- Security and firewall software and hardware, including facility access control
- Any software maintenance, subscriptions and downloads
- Cabling products, other than power cables required for purchased equipment.
- GPS products
- Training
- Watches
- Fitness and entertainment products
- 3D printers

PARTICIPATING ADDENDUM NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM

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(hereinafter "Participating State/Entity")
Participating State Contract Number 4400011358
Dell Contract Code WN29AGW

Amendment #1

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

Participating State: South Caroling	Contractor: Dell Marketing, L.P.
By: Johanne M. Sullivan	By: Your Towberry
Name: Johanne M. Sullivan	Name: Lauren D. Newberry
Title: Procurement manager	Title: Contracts Consultant
Date: 4/7/16	Date: 4/7/2016

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 <u>PA@naspovaluepoint.org</u> to support documentation of participation and posting in appropriate data bases]

Computer Equipment

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Participating State Contract Number 4400011358

Dell Contract Code WN29AGW

1. Scope: This addendum allows for purchase of the following Computer Equipment/Services: Band 1: Desktop, Band 2: Laptop, Band 3: Tablet, Band 4: Server, Band 5: Storage, including Related Peripherals & Services, led by the State of Minnesota along with a multi-state sourcing team for use by state agencies and other entities located in the Participating State/Entity that is authorized by that state's statutes to utilize state /entity contracts, and which receives prior written approval of the state's chief procurement official.

The original solicitation contains the requirements and definitions establishing the following Product Bands allowed on the Master Agreement. The Master Agreement identifies the bands awarded to the Contract Vendor. The configuration limits and restrictions for the Master Agreement are provided with revisions identified by the Participating State in this Participating Addendum.

Changes to the configuration limits, if any, shall be specified in Section 4 of this Participating Addendum.

2. <u>Participation:</u> 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/entity** 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.

Pursuant to Section 11-35-4810, South Carolina public procurement units, both state and local (as defined by S.C. Code Ann. § 11-35-4610(5), as amended) are authorized to participate in cooperative purchasing.

Pursuant to Section 11-35-510 of the South Carolina Code of Laws, ITMO is authorized to act as the statutory procurement agent for every state governmental body (as defined by S.C. Code Ann. § 11-35-310(18), as amended). Consistent with its statutory authority, ITMO is acting solely in a representative capacity and on behalf of such state governmental bodies.

Participation by local public procurement units (as defined by S.C. Code Ann. § 11-35-4610(3), as amended) in the Master Agreement is optional. By submitting an order and receiving delivery of an item pursuant to the Master Agreement, a local public procurement unit manifests its intent to

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be and is bound by the Master Agreement, including this addendum, unless the local public procurement unit has entered into a separate Participating Addendum.

Each SC Participant's obligations and liabilities are independent of any other SC Participant's obligations and liabilities. SC Participants are not obligated for any order submitted by another SC Participant and do not incur any liability with regard to any other SC Participant. ITMO is acting solely on behalf of SC governmental bodies and bears no liability for any damages that any party may incur with regard to the Master Agreement.

- 3. Order of Precedence:
 - 1. A Participating Entity's Participating Addendum ("PA"); A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Minnesota NASPO ValuePoint Master Agreement
 - 2. Minnesota NASPO ValuePoint Master Agreement (includes negotiated Terms & Conditions)
 - 3. The Solicitation including all Addendums; and
 - 4. Contract Vendor's response to the Solicitation

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

4. <u>Participating State Modifications or Additions to Master Agreement:</u>
(Other modifications or additions apply only to actions and relationships within the Participating Entity.)

<u>Deletions from Master Agreement.</u> The following provisions of the Master Agreement do not form a part of the contract with the State of South Carolina or any of its public procurement units:

Computer Equipment
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And

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¶24. "Payment" on page 11

¶33. "Limitation of Liability, Negotiated" on page 14

<u>South Carolina's Participation Addendum – Scope:</u> Notwithstanding the foregoing, the following items listed within the RFP are expressly EXCLUDED from the scope of the Participation Addendum:

SC Exclusions from this Participation Addendum.

General Consulting

CONFIGURATION LIMITS. The Participating State's Chief Procurement Official may increase or decrease the configuration limits in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule ("PSS").

The dollar limits identified below are based on a **SINGLE** computer configuration. This is **NOT** a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 laptops @ \$10,000 for a total purchase price of \$100,000).

ITEM	CONFIGURATION*
Desktops	\$ 12,000
Laptops	\$ 10,000
Tablets	\$ 2,000
Servers	\$350,000
Storage	\$750,000
Peripherals	\$ 5,000
Services	\$500,000

^{*} Configuration is defined as the combination of hardware and software components that make up the total functioning system. Software purchases are considered a part of the configuration limit of the equipment.

Computer Equipment

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Dell Contract Code WN29AGW

The following provisions are added:

A. DEFINITIONS:

- "ITMO" means the Information Technology Management Office established by South Carolina Code Section 11-35-820, as amended.
- "Authority" means the South Carolina State Fiscal Accountability Authority or its successor in interest.
- "Business" means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity. [11-35-310(3)]
- "Buyer" means the Procurement Officer.
- "Change Order" means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract. [11-35-310(4)]
- "Contract" See Section 1 of Attachment A of the Master Agreement.
- "Contract Modification" means a written order signed by the Procurement Officer, directing the contractor to make changes which the clause of the contract titled "Changes," if included herein, authorizes the Procurement Officer to order without the consent of the contractor. [11-35-310(9)].
- **"Procurement Officer"** means the person, or his successor, identified as such in this Participating Addendum.
- "You and Your" means contractor.
- "State" means the Using Governmental Unit(s) identified on the Cover Page.
- "Subcontractor" means any person you contract with to perform or provide any part of the Work.

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"Using Governmental Unit" means all South Carolina Public Procurement Units [11-35-4610(5)] eligible to purchase under this contract.

"Work" means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract. [02-2A003-2]

"SC Participant(s)" means all participating South Carolina public procurement units (as defined by S.C. Code Ann. § 11-35-4610(5), as amended) or governmental bodies (as defined by S.C. Code Ann. § 11-35-310(18), as amended).

"Services" means the furnishing of labor, time or effort by a contractor not required to deliver a specific end product, other than reports which are merely incidental to required performance. The term includes consultant services other than architectural, engineering, land surveying, construction management, and related services. This term does not include employment agreements, or services as defined in Section 11-35-310-(1)B.

"Participating Addendum" as defined in the Master Agreement and supersedes the Master Agreement to the extent of any inconsistency. The terms and conditions of this Addendum apply only to the relationship between SC Participants and Contractor.

B. AUTHORIZED AGENT (FEB 2015):

All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement or the resulting contract. [02-2A007-1]

C. AUTHORITY AS PROCUREMENT AGENT (FEB 2015):

The Procurement Officer is an employee of the Authority acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Units(s). The Authority is not a party to such contracts, unless and to the

Computer Equipment
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extent that the Authority is a using governmental unit, and bears no liability for any party's losses arising out of or relating in any way to the contract. [02-2A030-2]

D. CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004):

- (a) (1) Contractor certifies, to the best of its knowledge and belief, that-
- (i) Contractor and/or any of its Principals-
- (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
- (B) Have not, within a three-year period preceding, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
- (ii) Contractor has not, within a three-year period preceding, had one or more contracts terminated for default by any public (Federal, state, or local) entity.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- (b) Contractor shall provide immediate written notice to the Procurement Officer if, Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) If Contractor is unable to certify the representations stated in paragraphs (a)(1), Contractor must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Contractor's responsibility. Failure of the Contractor to furnish additional information as requested by the Procurement Officer may render the Contractor nonresponsible.

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(hereinafter "Contractor")

And

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- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Contractor knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract for default.

[02-2A035-1 Modified]

E. CODE OF LAWS AVAILABLE (JAN 2006):

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at:

http://www.scstatehouse.gov/code/statmast.php The South Carolina Regulations are available at: http://www.scstatehouse.gov/coderegs/statmast.php [02-2A040-2]

F. DRUG FREE WORK PLACE CERTIFICATION (JAN 2004):

Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended. [02-2A065-1 Modified]

G. ETHICS CERTIFICATE (MAY 2008):

Contractor certifies that the Contractor has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of

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kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2 Modified]

H. IRAN DIVESTMENT ACT - CERTIFICATION (JAN 2015):

(a) The Iran Divestment Act List is a list published by the Authority pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: http://procurement.sc.gov/PS/PS-iran-divestment.phtm(.) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to enter into this Participating Addendum with you. (b) By signing this Addendum, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of this addendum, you are added to the Iran Divestment Act List. [02-2A077-1 Modified]

I. ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015):

(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or subcontract or delegate any of its performance obligations, without the express written consent of the responsible procurement officer (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 Buyers confidential data other than billing and contact information) and provided that the Contractor shall remain responsible for the performance of its obligations under this Agreement. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing,

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contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restricts transfers by operation of law. [07-7A004-2]

J. BANKRUPTCY – GENERAL (FEB 2015):

(a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-2]

K. CHOICE-OF-LAW (JAN 2006):

The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. [07-7A010-1]

L. DISPUTES (JAN 2006):

(1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall

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be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

M. EQUAL OPPORTUNITY (JAN 2006):

Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference. [07-7A030-1]

N. FALSE CLAIMS (JAN 2006):

According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime. [07-7A035-1]

O. NO INDEMNITY OR DEFENSE (FEB 2015):

Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason. [07-7A045-2]

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P. OPEN TRADE (JUN 2015)

During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

Q. PAYMENT & INTEREST (FEB 2015):

(a) The State shall pay the Contractor, after the submission of proper invoices or youchers. the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check. (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-3 modified]

R. PUBLICITY (JAN 2006):

Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer. [07-7A060-1]

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S. PURCHASE ORDERS (JAN 2006):

Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order. [07-7A065-1]

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

Any assignment by Participating State or purchasing entity of its purchase orders 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 or purchasing entity from its obligations hereunder. The South Carolina Leasing Hardware State Term Contract Vendor is approved by Dell. See Section OO. Lease Agreements.

T. IRAN DIVESTMENT ACT – ONGOING OBLIGATIONS – (JAN 2015):

(a) You must notify the procurement officer immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List. [07-7A072-1]

U. SURVIVAL OF OBLIGATIONS (JAN 2006):

The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit. [07-7A075-1]

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V. SUSPENSION OF WORK:

Should circumstances arise which would cause the State to suspend the work, but not terminate the contract, this will be done by formal notice. The work may be reinstated upon advance formal notice from the State. State will reimburse Contractor for products delivered or services performed through the date of suspension of work.

W. TAXES (JAN 2006):

Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

X. WAIVER (JAN 2006):

The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing. [07-7A095-1]

Y. CISG (JAN 2006):

The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement. [07-7B030-1]

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Z. CONTRACT LIMITATIONS (JAN 2006):

No sales may be made pursuant to this contract for any item or service that is not expressly included in the scope. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment. [07-7B045-1 modified]

AA. ILLEGAL IMMIGRATION (NOV 2008):

(An overview is available at www.procurement.sc.gov) You certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or subsubcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-78097-1]

BB. INDEMNIFICATION-THIRD PARTY CLAIMS - GENERAL (NOV 2011):

Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to

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indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B100-2]

CC. MATERIAL AND WORKMANSHIP (JAN 2006):

Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended. [07-7B120-1]

DD. RELATIONSHIP OF USING GOVERNMENTAL UNITS (JAN 2006):

Each Using Governmental Unit's obligations and liabilities are independent of every other Using Governmental Unit's obligations and liabilities. No Using Governmental Unit shall be responsible for any other Using Governmental Unit's act or failure to act. [07-7B210-1]

EE. STATEWIDE TERM CONTRACT (FEB 2015):

(a) With this agreement, the state seeks to establish a term contract (as defined in Section 11-35-310(35)) available for use by all South Carolina public procurement units (as defined in Section 11-35-4610(5)). Use by state governmental bodies (as defined in Section 11-35-310(18)), which includes most state agencies, is mandatory except under limited circumstances, as provided in Section 11-35-310(35). See clause entitled "Acceptance of Offers 10% Below Price". Use by local public procurement units is optional. Section 11-35-4610 defines local public procurement units to include any political subdivision, or unit thereof, which expends public funds. Section 11-35-310(23) defines the term political subdivision as all counties, municipalities, school districts, public service or special purpose districts.

(b) The State shall be entitled to audit the books and records of you and any subcontractor to the extent that such books and records relate to the performance of the work. Such

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books and records shall be maintained by the contractor for a period of three years from the date of final payment under the contract and by the subcontractor for a period of three years from the date of final payment under the subcontract, unless a shorter period is otherwise authorized in writing by the Chief Procurement Officer.

(c) As used herein, "additional contract terms" means additional terms not otherwise allowed by the "Purchase Orders" clause. Notwithstanding the "Purchase Orders" clause, a purchase order may include additional contract terms but only if and to the extent necessary (i) to comply with a requirement directly related to the work and imposed on the Using Governmental Unit either by law or as a condition of using state or federal assistance, grant, or contract funds, or (ii) for the Using Governmental Unit to impose organizational, operational, or technical security measures designed to protect the integrity, availability, or confidentiality of the Using Governmental Unit's data. Contractor may decline to honor a purchase order including additional contract terms. [07-7B225-2 modified]

FF. STATEWIDE TERM CONTRACT - ACCEPTANCE OF OFFERS 10% BELOW PRICE (NOV 2012):

Pursuant to Section 11-35-310(35), the state may purchase items available on this contract from a third party (an "alternate vendor") if the alternate vendor offers a price that is at least ten percent less than the price established by this contract and, after being offered an opportunity, you decline to meet the alternate vendor's price. With regard to the items acquired, the alternate vendor must agree to be bound by all the terms and conditions of this contract. All acquisition pursuant to this clause must be documented by the procurement officer using the attached form. [7B227-1]

GG. LIMITATION ON LIABILITY

Except for (i) direct claims for damage to real or tangible personal property and death or bodily injury, (ii) claims arising from reckless or intentional misconduct or fraud, (iii) infringement indemnification obligations hereunder, (iv) breach of confidentiality obligations hereunder, (v) breach of data security obligations hereunder; (vi) breach of the license restrictions hereunder; (vii) any loss or claim to the extent covered by the Contractor's liability insurance; (viii) any payment and refund obligations hereunder; and (ix) infringement / misappropriation of intellectual property, neither party nor its suppliers or licensors shall be liable with respect to any product or other subject matter of

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this agreement under any contract, negligence, strict liability or other legal or equitable theory for:

A. Any direct damages in excess of an aggregate amount of three million U.S. Dollars; or

B. Any incidental, indirect, punitive, special or consequential damages, including without limitation, (i) lost revenue, income, profits, savings, or business opportunity; (ii) lost or corrupted data or software, loss of use of a system or network, or the recovery of such; (iii) business interruption nor downtime; (iv) loss of goodwill or reputation; (v) products, software, or deliverables not being available for use; or (vi) the procurement of substitute solutions, arising out of or in connection with the solutions provided hereunder, even if they have been advised of the possibility of such damages.

Nothing herein shall be construed to waive any clause regarding the availability or appropriation of funds, sovereign immunity, or any other immunity, restriction, or limitation on recovery provided by law.

HH. ITEM SUBSTITUTION:

No Substitutes will be allowed on Purchase Orders received from South Carolina procurement units without written permission from the issuing procurement unit.

II. PARTNER UTILIZATION:

Resellers/agents will be issued their own contract number and must be approved by the ITMO Procurement Officer. Only those resellers /agents found to be responsive and responsible by the State will be awarded any contract under this SC participation addendum. Those authorized Resellers and Agents of the Contractor as shown on the dedicated Contractor's (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Price Agreement. 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

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- 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.

JJ. CONTRACT HISTORY:

The State of South Carolina has an auditing requirement for the retention of contract history. The retention for the contract history is three (3) years after the expiration date of the contract. Upon prior written request, the Contractor will make available to the State those sales records directly associated with Contractor's performance under the Addendum.

KK. ADMINISTRATIVE SERVICES FEE:

ADMINISTRATIVE SERVICES FEE - COLLECTION AND REPORTING (JUN 2015):

- (a) Procurement Services (PS) establishes and maintains master State contracts for the benefit of all South Carolina state and local public entities. These contracts allow all public entities both to maximize the State's purchasing power by aggregating their requirements and to benefit from increased efficiencies in the acquisition process. Procurement Services' cost for this central purchasing activity is offset by an administrative fee which each contractor includes in its contract pricing (though not separately itemized or invoiced) and is paid to the vendor by each participating public entity. The contractor collects the fee as a fiduciary for the State and remits the same as calculated in accordance with the clause titled "ADMINISTRATIVE SERVICES FEE CALCULATION." The price stated in the contractor's bid or proposal must include all amounts necessary for contractor to meet this obligation.
- (b) As used in this clause, the term "reporting period" means each full calendar quarter (Jan. -- Mar., Apr. -- Jun., Jul. -- Sep., and Oct. -- Dec.) and any remaining periods less than

Computer Equipment
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MASTER AGREEMENT

Master Agreement No: MNWNC-108

Dell Marketing, L.P.

Dell Master Agreement No. 91AGY

(hereinafter "Contractor")

And

State of South Carolina, Information Technology Management Office (ITMO), a unit of the South Carolina State Fiscal Accountability Authority's

Division of Procurement Services
(hereinafter "Participating State/Entity")

Participating State Contract Number 4400011358

Dell Contract Code WN29AGW

a full calendar quarter during the term of this contract. For each reporting period, contractor shall report to PS its total sales pursuant to this contract for the period and shall remit the fee to the PS Reports Manager. Payment for each reporting period is due no later than the last day of the month immediately following the end of the reporting period (Example: payment for the reporting period ending March 31 is due April 30). If the amount due for a reporting period is less than \$10.00, no payment is required. The procurement officer will provide contractor an information packet, including a detailed explanation of reporting and payment requirements, within fifteen (15) calendar days following contract award. You may contact the Reports Manager at:

Procurement Services Division

Attn: Reports Manager

1201 Main Street, Suite 600

Columbia, SC 29201

Phone: (803) 737-0600 (ask to speak to the Reports Manager)

Failure to receive the information packet does not relieve contractor from its obligations hereunder.

- (c) Contractor shall submit a usage report for each reporting period, even if no payment is due for the reporting period. The usage report shall include any information requested by PS to verify the amount due. At a minimum, each usage report shall reflect the following information for the applicable reporting period: contractor's name, contract number, contract description, reporting period/quarter, total dollar value of sales (excluding sales taxes and showing any adjustments for credits or refunds), total number of units (if practicable). Unless otherwise specified by the reports manager, the usage report shall be submitted electronically according to instructions in the information packet. If the reports manager requires the contractor to provide a more detailed usage report, the reports manager will work directly with the contractor to determine the appropriate content and format of the report.
- (d) During the term of this contract and for a period of three years thereafter, PS or its authorized representatives shall be afforded access at reasonable times to contractor's records (including, without limitation, invoices; correspondence; receipts; transmittals) in

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order to audit all transactions involving goods sold, work performed, or fees due pursuant to this contract. If the audit indicates that contractor has materially underpaid PS, then contractor shall remit the balance found to be due (including any amounts assessed pursuant to subparagraph (e)) and reimburse PS for all costs of the audit.

- (e) Payments of the fee which are due and unpaid by the contractor (including amounts disclosed by audit) shall accrue interest as provided in the Payment and Interest clause for amounts due to the State. In addition to the fee and interest, contractor agrees to pay to PS its reasonable expenses of collection, including costs and attorneys' fees (and fees for inside counsel), whether or not PS commences legal action.
- (f) If the contractor fails to (i) timely submit accurate usage reports; (ii) remit to PS the fee when due; or (iii) promptly and fully cooperate with an audit request as required by the Master Agreement or Participating Addendum, the State may, without prejudice to any other remedy available to the State, take any one or more of the following actions:
- (1) direct the contractor to not accept any further orders under the contract until PS determines that the cause for such direction has been eliminated;
- (2) terminate this contract;
- (3) direct the contractor to not accept any further orders under any other master State contract established by PS until PS determines that the cause for such direction has been eliminated.
- (g) For purposes of this clause, PS is intended as a third-party beneficiary of this contract. [03-3090-1]
- (h) Reports MUST reference the SC Participating Addendum number 4400011358 to assure accurate accounting of purchases under this contract and reported administrative fees. Each remittance will include the period covered and the contract number.

ADMINISTRATIVE SERVICES FEE – CALCULATION –ITMO (JUN 2015):

For each reporting period, Contractor shall pay to PS a fee equal to one (1.0%) percent of the total dollar amount (excluding sales taxes and adjusted for credits or refunds) of purchases made by any public procurement unit from Contractor pursuant to this contract.

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[03-3095-1]

LL. CHANGE IN CONTRACTOR REPRESENTATIVES:

The Contractor will email the South Carolina point of contact within seven (7) business days of any change of contract contacts and contact information.

MM. PROTECTION OF HUMAN HEALTH & THE ENVIRONMENT:

The State of South Carolina requires all contractual activities to be in compliance with local, state, and federal mandates concerning "protection of human health and the environment". Any contractor doing business with the State will be required to document compliance and to specify prudent practices used by the contractor to address applicable mandates including, but not restricted to "the hazard communication standard" OSHA CFR 1910.1200 (SCRR Article 1,71-1910.1200). Contractor agrees to take all necessary steps to ensure compliance with the requirements applicable to Contractor and the Services it provides.

NN. NON-APPROPRIATION OF FUNDS:

The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the South Carolina State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.

OO. LEASE AGREEMENTS:

Any/all leasing will be handled through the South Carolina Leasing Hardware State Term Contract. Contract information can be found at:

http://procurement.sc.gov/webfiles/IT CONTR/Hardware Leasing.pdf

Lease & Purchasers Agreements: State agencies will either Purchase or Lease under this Participating Addendum. Ontario Investments or their successor is the only approved

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leasing source for the State of South Carolina & provides financing for this contract. No lease/purchase agreements will be allowed under this Participation Addendum (PA).

The primary contact for this contract is:	Ontario Investment Inc.
Name:	Jim Marsallo Jr.
Address	6666 Old Collamer Road
	East Syracuse NY 13057
Phone #	315-431-4676
Fax #	315-431-4675
E-mail	Jmarsallojr@ontinv.com
	, (D)
ITMO Leasing Contract Information	Information Technology Management
	Office
Name:	Faith Williams
Address	1201 Main Street, Suite 600
	Columbia, South Carolina 29201
Phone #	803-896-6677
Fax #	803-737-0102
E-mail	fwilliams@mmo.sc.gov

PP. ORDERS:

Any Order placed by a Purchasing Entity, and accepted by Contractor, for a Product and/or Service available from this Participating Addendum 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.

Purchasers may place orders directly only through Dell or Contractor's approved Fulfillment Partners for products or services as authorized under this Participating Addendum. Only those Fulfillment Partners approved and listed during the term of Participating Addendum at Contractor's website are authorized to directly provide quotes, receive purchase orders, invoice Customers, and receive payment from purchasers on Contractor's behalf.

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Except as otherwise set forth in the qualifying criteria, Contractor will not, directly or indirectly, restrict any Fulfillment Partner's participation or ability to quote pricing for a Customer. The approved Fulfillment Partners will not offer less favorable pricing discounts than the contract discounts established by Contractor under the Master Agreement. However, the Fulfillment Partner may offer any additional incremental discounts to Participating State/Entity, and such additional discounts if offered, may be provided in the discretion and as the sole legal obligation of the approved Fulfillment Partner to the Participating State/Entity.

The Master Agreement number and the State Contract Number must appear on every Purchase Order placed under this Participating Addendum.

OO. TERM:

The term of this Participating Addendum shall begin on October 1, 2015. The term shall continue for a period ending on the Termination Date of the Master Agreement or when this Participating Addendum is terminated in accordance with the Master Agreement, whichever shall occur first.

RR. NOTICES:

Notwithstanding anything contained in the Master Agreement to the contrary, all notices required or permitted under this Participating Addendum will be in writing and will be deemed given: (a) when delivered personally; (b) when sent by confirmed facsimile or electronic mail; (c) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one (1) day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt. All communications will be sent to the addresses set forth Section 5 of this Participating Addendum or such other address as may be designated by a party by giving written notice to the other party pursuant to this paragraph.

Notwithstanding the foregoing, notices regarding changes in pricing, Software license terms, policies or programs may be by e-mail or fax.

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SS. ENTIRE AGREEMENT:

This Participating Addendum and the Master Agreement (including all amendments and attachments thereto) constitute the entire agreement between the parties concerning the subject matter of this Participating Addendum and replaces any prior oral or written communications between the parties, all of which are excluded. This Participating Addendum may be modified only by a written document executed by the parties hereto.

5. <u>Primary Contacts</u>: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Participating Addendum Contact

Name	Katherine Dunay	
Address	One Dell Way, Mail Stop RR 1-33, Round Rock, Texas 78682	
Telephone	404-417-3703	
Fax	512-283-9092	
E-mail	Katherine Dunay@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
Fax	512-283-9092
E-mail	diane wigington@dell.com

Participating Entity

Name	Johanne M. Sullivan
Address	1201 Main St, Suite 600, Columbia, SC 29201
Telephone	803-737-3416
Fax	803-737-0639
E-mail	jmsullivan@mmo.sc.gov

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6. <u>Terms:</u> The Participating State/Entity is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with applicable law.

All purchase orders issued by ordering entities with the jurisdiction of this Participating Addendum must include the Participating Addendum number: WN29AGW and the Master Agreement number MNWNC-108 on the order.

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

Participating State:	Contractor:
By: Johanne M. Sulliva	By: Diane Digitally signed by Diane Wiglington Digitally signed by Diane Digitally signed by Di
Name: Johanne M. Sullivan	Name: Diane Wigington
Title: Procurement Manager	Title: Public Contracts Manager
Date: 9 14 15	Date: September 10, 2015

For questions on executing a participating addendum, please contact:

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

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

Purchase Order Attachment Acceptance of Offers 10% Below Statewide Term Contract Price

Instructions: If an agency purchases any item available on the Term Contract identified below from a business (an Alternate Vendor) other than the Term Contract Contractor and the total price of the purchase order exceeds \$500, then the procurement officer making the purchase must attach this form to the purchase order issued to the Alternate Vendor. The agency procurement officer must complete the following four blanks: the number and description of the applicable Term Contract, the number of the agency's Purchase Order, and the name of Term Contract Contractor that you offered an opportunity to match.

Term Contract Solicitation No.	Term Contract Description
Term Contract Contractor	Purchase Order No.

Agreement

By signing this document, Alternate Vendor is entering into a contract with the agency named above regarding the items referenced on Purchase Order identified above. Regarding the items acquired with the Purchase Order, Alternate Vendor agrees to be bound by all the terms and conditions of the Term Contract Solicitation identified above. Alternate Vendor has received and read a copy of the Term Contract Solicitation identified above. The Purchase Order may be used to elect only those options expressly allowed in the Term Contract Solicitation. Possible options might include quantity, item, delivery date, and payment method. Any contract resulting from this Purchase Order is limited to the documents identified in the clause entitled Contract Documents & Order of Precedence.

	NAME OF ALTERNATE VENDOR	STATE VENDOR NO.
١		
١	(full legal name of business entering this contract)	(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)
Ì	AUTHORIZED SIGNATURE	TITLE
١	() Lead of Line and the healt of Alternate Vander	(business title of person signing)
ł	(person authorized to enter binding contract on behalf of Alternate Vendor)	DATE SIGNED
١	PRINTED NAME	DATE SIGNED
	(printed name of person signing above)	

Certification of Compliance

I certify as follows: (1) every item acquired with the Purchase Order is priced at least ten percent less than the Term Contract price for the same item; (2) the Term Contract Contractor identified above declined to meet the prices stated on the Purchase Order after being offered a reasonable opportunity to meet the price stated on the Purchase Order; and, (3) this purchase complies with Section 11-35-310(35), which is reprinted below.

AUTHORIZED SIGNATURE	TITLE
(procurement officer authorized to issue purchase order and sign certification)	(business title of person signing)
PRINTED NAME	DATE SIGNED
(printed name of person signing above)	

Section 11-35-310(35) of the South Carolina Code of Laws reads as follows: ""Term contract" means contracts established by the chief procurement officer for specific supplies, services, or information technology for a specified time and for which it is mandatory that all governmental bodies procure their requirements during its term. As provided in the solicitation, if a public procurement unit is offered the same supplies, services, or information technology at a price that is at least ten percent less than the term contract price, it may purchase from the vendor offering the lower price after first offering the vendor holding the term contract the option to meet the lower price. The solicitation used to establish the term contract must specify contract terms applicable to a purchase from the vendor offering the lower price. If the vendor holding the term contract meets the lower price, then the governmental body shall purchase from the contract vendor. All decisions to purchase from the vendor offering the lower price must be documented by the procurement officer in sufficient detail to satisfy the requirements of an external audit. A term contract may be a multi term contract as provided in Section 11-35-2030."

------PURCHASE ORDER ATTACHMENT (APR 2015) ------