



**PARTICIPATING ADDENDUM
NASPO VALUEPOINT**

SOFTWARE VALUE ADDED RESELLER

Administered by the State of Arizona (hereinafter "Lead State")

MASTER AGREEMENT

Master Agreement No: CTR060024

Dell Marketing, L.P.
(hereinafter "Contractor")

and

State of Washington
(hereinafter "Participating State")

WASHINGTON CONTRACT NO.: 14922-04

This Participating Addendum for the above referenced Master Agreement ("Participating Addendum") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services" or "Participating Entity") and Dell Marketing, L.P., a Texas based, Limited Partnership ("Contractor") and is dated and effective as of the date of last signature. This Participating Addendum shall terminate upon the expiration or the termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

RECITALS

- A. Pursuant to Legislative authorization codified in RCW 39.26.060, Enterprise Services, on behalf of the State of Washington, is authorized to participate in cooperative purchasing agreements to develop master agreements to procure goods and/or services and to make such competitively solicited and awarded contracts available to Washington state agencies and designated eligible purchasers consistent with terms and conditions set forth by Enterprise Services.
- B. Enterprise Services timely provided public notice of the competitive solicitation process conducted by the above-referenced lead state through Washington's Electronic Business Solutions (WEBS) system.
- C. The above-referenced Lead State, as part of its competitive solicitation process, evaluated all responses to its procurement and identified Contractor as an apparent successful bidder and awarded a Master Agreement to Contractor.
- D. Enterprise Services has determined that participating in this Master Agreement is in the best interest of the State of Washington.

- E. The purpose of this Participating Addendum is to enable eligible purchasers, as defined herein, to utilize the Master Agreement as conditioned by this Participating Addendum.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. **SCOPE:** This Participating Addendum covers the entire scope of the products and services available through the Master Agreement referenced above. Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addendums or the Master Agreement itself.

2. **PARTICIPATION:** Use of this Participating Addendum covers participation of Participating Entity in the above referenced Master Agreement between the State of Arizona and Contractor for Software Value Added Reseller (SVAR). This Participating Addendum may be used by agencies, political subdivisions and other entities (including cooperatives) authorized by the State of Washington's statutes to use state contracts. Use of the aforementioned parties is subject to the prior approval of the State of Washington's chief procurement official. Issues of interpretation and eligibility for participation are solely within the authority of the State of Washington's chief procurement official. Pursuant to this Participating Addendum, the Master Agreement may be utilized by the following ("Purchasing Entities" or "Purchasers"):
 - (a) **WASHINGTON STATE AGENCIES.** All Washington state agencies, departments, offices, divisions, boards, and commissions.

 - (b) **WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION (COLLEGES).** Any the following specific institutions of higher education in Washington:
 - State universities – i.e., University of Washington & Washington State University;
 - Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
 - Evergreen State College;
 - Community colleges; and
 - Technical colleges.

 - (c) **CONTRACT USAGE AGREEMENT PARTIES.** The Participating Addendum also may be utilized by any of the entities that have executed a Contract Usage Agreement (CUA) with Enterprise Services.

By placing an order under this Participating Addendum, each Purchasing Entity agrees to be bound by the terms and conditions of this Participating Addendum, including the Master Agreement. Each Purchasing Entity shall be responsible for its compliance with such terms and conditions.

3. PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO MASTER AGREEMENT:

- 3.1. **WASHINGTON'S ELECTRONIC BUSINESS SOLUTIONS (WEBS) SYSTEM:** Within seven (7) days of execution of this Participating Addendum, Contractor shall register in the Washington State Department of Enterprise Services' Electronic Business Solutions (WEBS) System at [WEBS](#). Contractor shall ensure that all of its information therein is current and accurate and that,

throughout the term of the Master Agreement, Contractor shall endeavor to maintain an accurate profile in WEBS.

- 3.2. **WASHINGTON’S STATEWIDE PAYEE DESK:** To be paid for contract sales, Contractors must register with Washington’s Statewide Payee Desk. Washington state agencies cannot make payments to a contractor until it is registered. Registration materials are available here: [Receiving Payment from the State](#).
- 3.3. **CONTRACT SALES REPORTING:** Contractor shall report total contract sales quarterly to Enterprise Services, as set forth below.
- (a) **REPORTING.** Contractor shall report quarterly Contract sales in Enterprise Services’ [Contract Sales Reporting System](#). Enterprise Services will provide Contractor with a login password and a vendor number. The Format of the Report is created by Contractor’s system, a sample can be provided.
 - (b) **DATA.** Each sales report must identify every authorized Purchasing Entity that made a purchase in that quarter by name and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). Reporting is based on invoiced/shipped date and Contractor’s contract code. Upon request, within a commercially reasonable time, Contractor shall provide contact information for all authorized Purchasing Entities specified herein during the term of this Participating Addendum. Refer sales reporting questions to the Primary Contact set forth below. If there are no contract sales during the reporting period, Contractor must report zero sales.
 - (c) **DUE DATES FOR CONTRACT SALES REPORTING.** Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

QUARTER	FOR SALES MADE IN CALENDAR QUARTER ENDING	CONTRACT SALES REPORT	
		DUE BY	PAST DUE
1	January 1 – March 31	April 30	May 1
2	April 1 – June 30	July 31	August 1
3	July 1 – September 30	October 31	November 1
4	October 1 – December 31	January 31	February 1

- 3.4. **VENDOR MANAGEMENT FEE:** Contractor shall pay to Enterprise Services a vendor management fee (“VMF”) of 1.25 percent on the purchase price for all contract sales (the purchase price is the total invoice price less applicable sales tax) authorized by this Participating Addendum.
- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:
 - Amount owed to Enterprise Services = Total contract sales invoiced (not including sales tax) x .01250.
 - (b) The VMF must be rolled into Contractor’s current pricing. The VMF should not be shown as a separate line item on any invoice.
 - (c) Enterprise Services will invoice Contractor quarterly based on contract sales reported by Contractor. Contractor shall not remit payment until it receives an invoice from

Enterprise Services. Contractor's VMF payment to Enterprise Services must reference the following:

- This Washington Contract No.: **14922-04**
 - The NASPO Master Agreement No.: **CTR060024**
 - The year and quarter for which the VMF is being remitted, and
 - Contractor's name as set forth in this Contract, if not already included on the face of the check.
- (d) Contractor's failure to accurately and timely report total net sales, to submit timely usage reports, or to remit timely payment of the VMF to Enterprise Services, may be cause for Enterprise Services to suspend or terminate this Participating Addendum or exercise any other remedies as provided by law. Enterprise services will provide a minimum of thirty (30) days notice in writing and an opportunity to cure any alleged deficiency under this subsection. The Parties may agree to extend the cure period for a reasonable time to beyond thirty (30) days.
- (e) The VMF is paid based off invoice date, and is not contingent on Enterprise Services approval. Contractor is not obligated to pay fees for transactions booked under any contract other than this Agreement. Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases.
- (f) For purposes of the VMF, the parties agree that the initial management fee is included in the pricing. Therefore, any increase or reduction of the management fee must be reflected in contract pricing commensurate with the adjustment.

3.5. **CONTRACTOR REPRESENTATIONS AND WARRANTIES:** Contractor makes each of the following representations and warranties as of the effective date of this Participating Addendum and at the time any order is placed pursuant to the Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

- (a) **WAGE VIOLATIONS.** Contractor represents and warrants that, during the term of this Master Contract and the three (3) year period immediately preceding the award of the Master Contract, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.
- (b) **CIVIL RIGHTS.** Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (c) **EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS (MANDATORY INDIVIDUAL ARBITRATION).** Contractor represents and warrants that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and

warrants that, during the term of this Participation Agreement, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

- 3.6. **OCIO POLICY & SECURITY COMPLIANCE:** Contractor represents and warrants, to the extent the following applies to products provided under this Participating Addendum, that Contractor shall use commercially reasonable efforts to provide applicable supporting documentation and assist the Purchasing Entities with verifying that the products comply with the Washington Office of the Chief Information Officer (OCIO) statewide information technology policies and other local information technology policies as applicable to the Purchasing Entity. Policies applicable to the Washington State Agencies are located on the OCIO website at <https://ocio.wa.gov/policies>. Prior to final execution of a Washington State Agency's Order with a Contractor, the Contractor's Solution(s) may be subject to a Security Design Review performed by Washington Consolidated Technology Services to ensure compliance with the State security policies.
- 3.7. **COMPLIANCE WITH LAW; TAXES, LICENSES, & REGISTRATION:** Contractor shall comply with applicable law. Prior to making any sales hereunder, if Contractor is not already registered, Contractor shall register to conduct business in the State of Washington and promptly acquire and maintain all necessary licenses and registrations and pay all applicable taxes and fees. In addition, for all sales to Purchasers in the State of Washington, if Contractor does not currently do so, Contractor shall calculate, collect, and remit, as appropriate, the applicable state and local sales tax on all invoices.
- 3.8. **CONTRACTOR'S SALES AUTHORITY; PURCHASE ORDERS; & INVOICES:**
- (a) **CONTRACTOR'S SALES AUTHORITY.** Pursuant to this Participating Addendum, Contractor is authorized to provide only those goods/services set forth in the Master Agreement as conditioned by this Participating Addendum. Contractor shall not represent to any Purchaser hereunder that it has any authority to sell any other materials, supplies, services and/or equipment.
 - (b) **INVOICES.** Contractor must provide a properly completed invoice to Purchaser. All invoices are to be delivered to the address indicated in the purchase order. Each invoice must include the:
 - Washington Contract Number **14922-04**;
 - Lead State Master Agreement Number **CTR060024**;Invoices must be prominently annotated by the Contractor with all applicable volume discount(s).
- 3.8. **PRICING:** The prices for the Software and Services shall be as specified in Schedule A, attached, based on a markup of Contractor's invoiced cost. Pricing shall not be based off a discount off manufacturer's suggested retail price, which is inapplicable to this Participating Addendum.
- 3.9. **CONTRACT AUDITS:** In the event of any audit, inspections, or testing, notwithstanding any conflicting terms in the Master Agreement, Contractor agrees to grant access to Contractor's sales records only. As Contractor is a reseller of third party Software and Services, when requested, Contractor will work with the Enterprise Services and such third party to reasonably assist in obtaining access to such records or testing as may be available and as applicable to the performance under this Participating Addendum. Enterprise Services reserves the right to conduct quarterly reviews of Contractor's sales and prices based upon

quarterly reports provided by Contractor. All records will be in a format of what is created by Contractor's business system of record. Contractor will not produce data that it does not collect as part of its standard operational process.

4. **LEASE AGREEMENTS:** Leasing or renting equipment is not allowed throughout the term of the Master Agreement.
5. **PRIMARY CONTACTS:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Participating State

Attn: Ryan J Rensel
State of Washington
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-2218
Email:
descontractsteamcypress@des.wa.gov

Contractor

Attn: Ashley Salinas
Dell Marketing L.P.
One Dell Way, Round Rock, TX 78682
Tel: (512) 542-1237
Email: a.salinas@dell.com; and
Dell_Legal_Notices@Dell.com

6. **SUBCONTRACTORS:** All contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity's state, as shown on Contractor's NASPO ValuePoint-specific webpage, may provide sales and service support to users of this Participating Addendum. Participation of Contractor's contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Master Agreement. Notwithstanding the aforementioned, the Parties agree that Contractor may use Affiliates or other qualified subcontractors to perform its obligations hereunder and may assign rights to payments. With respect to Contractor, "Affiliate" means Dell Inc. and its wholly-owned or wholly-controlled subsidiaries. "Control" means more than 50% of the voting power or ownership interests.
7. **ORDERS:** Unless the parties to the applicable purchase order agree in writing that another contract or agreement applies to such order, any order placed by a Participating Entity or a Purchasing Entity for goods/services available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Master Agreement as conditioned by this Participating Addendum.
8. **GENERAL:**
 - 8.1. **INTEGRATED AGREEMENT; MODIFICATION.** This Participating Addendum and Master Agreement, together with its exhibits, set forth the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. This Participating Addendum may not be modified except in writing signed by the Parties.
 - 8.2. **AUTHORITY.** Each party to this Participating Addendum, and each individual signing on behalf of each party, hereby represents to the other that it has full power and authority to enter into this Participating Addendum and that its execution, delivery, and performance of this Participating Addendum has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

- 8.3. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Participating Addendum or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Participating Addendum or such other ancillary agreement for all purposes.
- 8.4. COUNTERPARTS. This Participating Addendum may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Participating Addendum at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Participating Addendum.
- 8.5. Contractor agrees to provide the value-added services specified in the Master Agreement. The Purchasing Entity's rights to use the Software delivered by Contractor are governed by the terms of the applicable end-user license agreement, including, if applicable, when such terms are provided via an Electronic Ordering System or other online form.
- 8.6. Contractor warrants that the Software and Services will perform substantially in a manner consistent with the corresponding standard documentation issued by the applicable Publisher.
- 8.7. Contractor is acting as a reseller for the Software and Services provided by the Software Publishers (including, without limitation, any SaaS), and may not have direct access to, or control over, the operation, functionality, terms and conditions or data security of the Software or Services. The applicable Publisher and/or service provider shall remain responsible for performance of its products and services, including any data security, according to its standard terms. If requested, Contractor will reasonably cooperate with the Participating Entity and the Software Publishers as appropriate.
- 8.8. If a Purchasing Entity requests removal of any of Contractor's personnel from Purchasing Entity's facilities or from further assignment Contractor will make reasonable efforts to honor such request when reasonable and commercially practicable, provided that Contractor shall maintain final authority over all personnel decisions.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: *Elena McGrew*
 Elena McGrew

Its: Statewide Enterprise Procurement Manager

Date: 10/24/2023

DELL MARKETING, L.P.
A TEXAS LIMITED PARTNERSHIP

By: *Ana Pitti*
 Type Name

Its: Ana Pitti

Date: 10/24/2023

NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR)
STATE OF ARIZONA SOLICITATION #BPM002338
MANDATORY COST PROPOSAL FORM FOR ALL PUBLISHERS EXCEPT MICROSOFT AND ORACLE

PUBLISHERS		MAXIMUM MARKUP ON RESELLER'S INVOICED COST
Tier I Publishers (Key Itemized Publishers)		
1	ADOBE	1.95%
2	CA TECHNOLOGIES	3.45%
3	CISCO	2.25%
4	COMMVAULT	2.25%
5	IBM	2.25%
6	RED HAT	3.45%
7	SPLUNK	2.25%
8	TABLEAU	2.25%
9	VEEAM	2.25%
10	VMWARE	4.25%
Tier II Publishers (Other Itemized Publishers)		
11	AUTODESK	3.45%
12	BARRACUDA NETWORKS	3.45%
13	BMC SOFTWARE	3.45%
14	CHECK POINT SOFTWARE	2.25%
15	CHERWELL	2.25%
16	CITRIX	3.45%
17	CPI	2.25%
18	CROWDSTRIKE	2.25%
19	DELL	4.25%
20	DELPHIX	2.25%
21	DOCUSIGN	2.25%
22	DYNATRACE	2.25%
23	FORCEPOINT	2.25%
24	FORTINET	2.25%
25	GOOGLE	3.45%
26	INFORMATICA	2.25%
27	IVANTI	2.25%
28	KNOWBE4	2.25%
29	MCAFEE	3.45%
30	MICRO FOCUS	2.25%
31	MULESOFT	2.25%
32	NETMOTION	2.25%
33	OKTA	2.25%
34	OPENTEXT	2.25%
35	PROGRESS SOFTWARE	2.25%
36	PROOFPOINT	2.25%

Schedule A

37	QUEST SOFTWARE	3.45%
38	RAPID7	2.25%
39	RSA SECURITY	2.25%
40	SALESFORCE	2.25%
41	SAP	2.25%
42	SOLARWINDS	2.25%
43	SOPHOS	2.25%
44	SPILLMAN	2.25%
45	SYMANTEC	3.45%
46	TENABLE	2.25%
47	TREND MICRO	2.25%
48	VARONIS	2.25%
49	VERITAS	2.25%
50	ZOHO	2.25%
	Non-itemized Publishers	
51	All other publishers	3.25%
		HOURLY RATE
52	Reseller Services	
53	- Asset management	\$300.00
54	- Solutions architect	\$284.00
55	- Senior solutions architect	\$300.00
56	- Program engagement manager	\$372.00
57	- Project leader	\$330.00
58	- Project manager	\$273.00
59	- Senior project manager	\$301.00

**NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR)
STATE OF ARIZONA SOLICITATION #BPM002338
OPTIONAL SERVICES COST PROPOSAL FORM FOR ALL PUBLISHERS EXCEPT MICROSOFT AND ORACLE**

OPTIONAL SERVICES	HOURLY RATE
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VMware-specific services rates		
6	Senior Architect	\$328.00
7	Enterprise Architect	\$359.88
8	Inside Project Manager	\$177.13
9	Program Manager	\$297.13
10	Associate Consultant	\$147.25
11	Consultant	\$223.25
12	Senior Consultant	\$249.25
13	Consulting Architect	\$307.25

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

SUBCATEGORY		MAXIMUM MARKUP ON RESELLER'S INVOICED COST (may be negative if sold at loss)
	Itemized Microsoft Offerings	
1	EMS E5	1.13%
2	G1	1.13%
3	G2	1.13%
4	G3	1.13%
5	G5	1.13%
6	Govt E4	1.13%
7	Advanced Threat Protection	1.13%
8	Power BI	1.13%
9	Exchange Online	1.13%
10	Kiosk F3 Now	1.13%
11	Dynamics	1.13%
12	PowerApps	1.13%
13	Project Online	1.13%
14	Azure	1.13%
	All Other Microsoft Offerings	
15	SaaS	1.13%
16	On-Premise	1.13%
	Resold In-scope Professional Services	
17	- Ongoing maintenance & support services not included in software license agreement	0.00%
18	- Deployment services	0.00%
19	- Architectural design services	0.00%
20	- Training deployment services	0.00%
21	All other resold in-scope professional services	0.00%
		HOURLY RATE
	In-scope Reseller Services	
22	- Asset management	\$300.00
23	- Solutions architect	\$284.00
24	- Senior solutions architect	\$300.00
25	- Program engagement manager	\$372.00
26	- Project leader	\$330.00
27	- Project manager	\$273.00
28	- Senior project manager	\$301.00