
	State of Arizona Participating Addendum	Arizona Department of Administration State Procurement Office
	Contract No.: CTR068890	
	Description: Computer Equipment, Peripherals & Related Services	

CONTRACTOR IS STRONGLY ENCOURAGED TO READ THE ENTIRE CONTRACT.

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Scope of Work and Participation

1. Purpose and Background

- 1.1. Master Agreement Name and Number: NASPO ValuePoint Master Agreement No. 23026 for Computer Equipment, Peripherals & Related Services (Band 1, Personal Computer Devices – Windows Operating Systems; Band 2, Personal Computer Devices - Non-Windows Operating Systems; Band 3, Servers and Storage)
- 1.2. Contractor: Dell Marketing L.P. (“Contractor”)
- 1.3. Participating Entity: State of Arizona
- 1.4. Purpose: The objectives of this Participating Addendum is to:
 - Obtain greater volume-based price discounts for quantity one purchases by leveraging the purchasing power of multiple states and their political subdivisions
 - Reduce contracting costs for each Participating Entity through a cooperative competitive procurement process
 - Obtain better contract terms through centralized negotiation on behalf of multiple states and their political subdivisions
 - Obtain competitive pricing for specific standard configurations through a Premium Saving Package (“PSP”) program. Participation in PSP is not required, but is encouraged.
- 1.5. Scope: This Participating Addendum covers the Computer Equipment, Peripherals & Related Services as defined in the SOW, and that is led by the State of Minnesota “Lead State”, Master Agreement number 23026 (“MA”) for use by state agencies and other entities located in the State of Arizona authorized by that State’s statutes to utilize State contracts with the prior approval of the State’s Chief Procurement Official.
- 1.6. Legal Authority: In accordance with Arizona Revised Statutes (A.R.S.) § 41-2632, and Arizona Administrative Code (A.A.C.) R2-7-1003, Purchasing from a Cooperative Contract, the State of Arizona establishes this contract with Contractor to provide the Materials or Services described herein.
- 1.7. Participation: This Participating Addendum covers participation of the Participating Entity in the above-referenced Master Agreement between the State of Arizona and Contractor for Computer Equipment, Peripherals & Related Services. This Participating Addendum may be used by all State Agencies (“Eligible Agencies”) as well as members of the State of Arizona Purchasing Cooperative (“Co-Op Buyers”).
- 1.8. Term: This Participating Addendum shall become effective as of the date of the last signature below and shall terminate on the June 30, 2025 expiration date of the Master

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Agreement. If the Master Agreement exercises its option to extend for up to 36 additional months, the State, at its discretion, may request for a mutual agreement to extend for a number of months not to exceed the Master Agreement extension..

2. Primary Contacts

2.1. Primary Contacts: The following (or their named successors) are the primary contact individuals for this Participating Addendum:

2.1.1. Contractor Primary Contact:

Name:	Ashley Salinas
Address:	One Dell Way, Round Rock, TX 78682
Telephone:	512-542-1237
Email:	A.Salinas@dell.com


2.1.2. Participating Entity Primary Contact:

Name:	Eric Bell
Address:	1802 West Jackson Street Number 100
Telephone:	602-542-5511
Email:	eric.bell@azdoa.gov

3. Participating Addendum Modifications to the Master Agreement

3.1. Participating Addendum Changes to Master Agreement:

3.1.1. This Participating Addendum incorporates the entire Master Agreement, including terms and conditions therein, as applied to the Participating Entity and Contractor, with the limitations, modifications, and additions described in this Section 3 of the Contract Scope of Work (Participating Addendum Modifications to the Master Agreement).

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3.1.2. Any limitations, modifications, or additions specified herein shall apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addenda or the Master Agreement itself.

3.2. Definitions

3.2.1. “Contract” For the purpose of this Participating Addendum, the term Contract refers to the Master Agreement, as defined therein and as modified by this Participating Addendum, and any Amendments to either the Master Agreement or the Participating Addendum.

3.3. Order of Precedence

3.3.1. The following attachments are hereby incorporated into this State of Arizona Participating Addendum (PA):

- 3.3.1.1. Attachment A, Parts 1 and 2 – Special Terms and Conditions and Uniform Terms and Conditions, collectively;
- 3.3.1.2. Attachment B – Boycott of Israel Disclosure; and
- 3.3.1.3. Attachment C – Forced Labor of Ethnic Uyghurs Ban
- 3.3.1.4. Attachment D – List of Subcontractors


3.3.2. Master Contract and Participating Addendum Order of Precedence:

- 3.3.2.1. State of Arizona Participating Addendum;
- 3.3.2.2. Master Agreement;
- 3.3.2.3. Master Agreement Solicitation including all Addenda; and
- 3.3.2.4. Contract Vendors response to the Master Agreement Solicitation.

3.4. Orders: Any Order placed by a Participating Entity, Eligible Agency, or Co-Op Buyer for a Material or Service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of, the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to the order.

3.5. [RESERVED for additional modifications to the Master Agreement, if any]

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

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Dell Marketing LP

Contractor company name
One Dell Bldg RR2W2 stop 2-2 V, Round Rock, TX 78682
Address
Austin, TX, 78682
City, State, ZIP

Katherine Castillo

Signature of person authorized to sign Contract
Katherine Castillo- Paralegal Advisor
Printed name and title
Ashley Salinas- Contract Management
Contact name and title
a.salinas@dell.com
Contact email address
+17743504802
Contact phone number

CERTIFICATION: By signature in the above, Contractor certifies that it:

1. Will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order Nos. 2023-09, 2023-01, 2009-9, and A.R.S. §§ 41-1461 through 41-1465;
2. Has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract; failure to provide a valid signature affirming the stipulations required by this clause may void the Contract;
3. Has not signed the Contract with a false statement, which will void the Contract and may subject Contractor to legal penalties under law;
4. Complies with A.R.S. § 18-132 when offering electronics or information technology products, services, or maintenance;
5. Did not and will not involve collusion or other anti-competitive practices; and
6. Is not debarred from, or otherwise prohibited from, participating in any contract awarded by any federal entity, or state or local government.

CONTRACT EXECUTION BY PROCUREMENT AUTHORITY

The Contractor is now bound to sell the Materials or Services listed in the attached Contract, including all terms, conditions, and specifications as stated herein. The Contract shall henceforth be referred to as Contract No. CTR068890 with an effective date of 2/8/2024. The Contractor is cautioned not to commence any billable work or to provide any Material or Service under this Contract until Contractor receives an Order or written notice to proceed from the State.

State of Arizona Contract Executed this **8th** day of **February** **2024**

John R

Authorized Procurement Officer signature