

AMENDMENT NO. 1 TO NASPO MASTER AGREEMENT 23026

THIS AMENDMENT is by and between the State of Minnesota, acting through its Commissioner of Administration (“State”), and Dell Marketing L.P., One Dell Way, Mailstop RR1-33 Legal, Round Rock, TX 78682 (“Contractor”).

WHEREAS, the State has an agreement with the Contractor identified as NASPO Master Agreement 23026, July 1, 2023, through June 30, 2025 (“Master Agreement”), to provide Computer Equipment, Peripherals, & Related Services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the Commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Master Agreement allow the State to amend the Master Agreement as specified herein, upon the mutual agreement of the Office of State Procurement and the Contractor in a fully executed amendment to the Master Agreement.

NOW, THEREFORE, it is agreed by the parties to amend the Master Agreement as follows:

1. That the Price Schedule incorporated into Exhibit D of the Master Agreement is deleted in its entirety and replaced with the attached “Exhibit D: Price Schedule, Amendment 1.”
2. That Exhibit E to the Master Agreement is deleted in its entirety and replaced with the attached “Exhibit E: Contractor Terms and Conditions, Amendment 1.”

This Amendment is effective beginning upon the date that the final required signatures are obtained, and shall remain in effect through contract expiration, or until the Master Agreement is canceled, whichever occurs first.

Except as herein amended, the provisions of the Master Agreement between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

<p>1. DELL MARKETING L.P.</p> <p>The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.</p> <p>Signed by: _____ By: <u>Katherine Castillo</u> <small>Signature #5738B19EE48A...</small> <u>Katherine Castillo</u> Printed Name</p> <p>Title: <u>Paralegal Advisor</u></p> <p>Date: <u>10/29/2024</u></p>	<p>2. OFFICE OF STATE PROCUREMENT</p> <p>In accordance with Minn. Stat. § 16C.03, subd. 3.</p> <p>DocuSigned by: _____ By: <u>Elizabeth M. Randa</u> <small>Signature #4DE739C8ED492...</small> <u>Elizabeth M. Randa</u> Printed Name</p> <p>Title: <u>Acquisition Management Specialist</u></p> <p>Date: <u>10/29/2024</u></p> <p>3. COMMISSIONER OF ADMINISTRATION</p> <p>Or delegated representative.</p> <p>DocuSigned by: _____ By: <u>Andy Doran</u> <small>Signature #88D02A26D7604BA...</small> <u>Andy Doran</u> Printed Name</p> <p>Title: <u>IT Acquisitions Supervisor</u></p> <p>Date: <u>10/29/2024</u></p>
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Exhibit D: Price Schedule, Amendment 1

Control Set

NASPO ValuePoint Computer Equipment (2023-2028)

Master Agreement: 23026
Contractor Name: Dell Marketing, LP

Awarded Bands:

- x Band 1: Personal Computing Devices (Windows)
- x Band 2: Personal Computing Devices (Non-Windows)
- x Band 3: Servers and Storage

Band	Category Code	Category Description	Discount off Baseline List
1	1B	Band 1 - Minimum Discount	18.0%
1	1B-1	Desktops - Consumer Products	0.5%
1	1B-2	Notebooks - Consumer Products	2.5%
1	1B-3	Projectors/Monitors/Other Electronics	2.5%
1	1B-4	Displays	2.5%
1	1B-5	Imaging	2.5%
1	1B-6	Dell Branded - Printer accessories, parts, and toner	1.5%
1	1B-7	Spare Parts related to Band 1	0.5%
1	1B-8	Customer Kits	15.0%
1	1B-9	Ready to Ship configurations	4.0%
1	1T	Band 1 - Third Party Product Minimum Discount	5.5%
1	1T-1	Selected Third Party - Software and Peripherals	0.5%
2	2B	Band 2 - Minimum Discount	18.0%
2	2B-1	Commercial Chromebooks	15.0%
2	2B-2	Consumer Chromebooks	15.0%
2	2B-3	Projectors/Monitors/Other Electronics	2.5%
2	2B-4	Displays	2.5%
2	2B-5	Imaging	2.5%
2	2B-6	Dell Branded - Printer accessories, parts, and toner	1.5%
2	2B-7	Spare Parts related to Band 2	0.5%
2	2B-8	Customer Kits	15.0%
2	2B-9	Ready to Ship configurations	4.0%
2	2T	Band 2 - Third Party Product Minimum Discount	5.5%
2	2T-1	Selected Third Party - Software and Peripherals (Non-discountable)	0.5%
3	3B	Band 3 - Minimum Discount	18.0%
3	3B-1	Spare Parts related to Band 3	0.5%
3	3B-2	Customer Kits	15.0%
3	3T	Band 3 - Third Party Product Minimum Discount	5.5%
3	3T-1	Selected Third Party - Software and Peripherals	0.5%
	S-1	Standalone Services	4.0%
	S-2	Warranty Services	4.0%
	S-3	Training and Other Professional Services	4.0%

Exhibit D: Price Schedule, Amendment 1

Discount Structure

Master Agreement: 23026
Contractor Name: Dell Marketing, LP
Baseline Price List: Posted on Contractor's dedicated NASPO ValuePoint website

Band 1: Personal Computer Equipment (Windows OS)			
Band	Category Code	Category Description	Discount off Baseline List
1	1B	Band 1 - Minimum Discount	18.0%
1	1B-1	Desktops - Consumer Products	0.5%
1	1B-2	Notebooks - Consumer Products	2.5%
1	1B-3	Projectors/Monitors/Other Electronics	2.5%
1	1B-4	Displays	2.5%
1	1B-5	Imaging	2.5%
1	1B-6	Dell Branded - Printer accessories, parts, and toner	1.5%
1	1B-7	Spare Parts related to Band 1	0.5%
1	1B-8	Customer Kits	15.0%
1	1B-9	Ready to Ship configurations	4.0%
1	1T	Band 1 - Third Party Product Minimum Discount	5.5%
1	1T-1	Selected Third Party - Software and Peripherals	0.5%

Band 2: Personal Computer Equipment (Non-Windows OS)			
Band	Category Code	Category Description	Discount off Baseline List
2	2B	Band 2 - Minimum Discount	18.0%
2	2B-1	Commercial Chromebooks	15.0%
2	2B-2	Consumer Chromebooks	15.0%
2	2B-3	Projectors/Monitors/Other Electronics	2.5%
2	2B-4	Displays	2.5%
2	2B-5	Imaging	2.5%
2	2B-6	Dell Branded - Printer accessories, parts, and toner	1.5%
2	2B-7	Spare Parts related to Band 2	0.5%
2	2B-8	Customer Kits	15.0%
2	2B-9	Ready to Ship configurations	4.0%
2	2T	Band 2 - Third Party Product Minimum Discount	5.5%
2	2T-1	Selected Third Party - Software and Peripherals (Non-discountable)	0.5%

Band 3: Servers and Storage			
Band	Category Code	Category Description	Discount off Baseline List
3	3B	Band 3 - Minimum Discount	18.0%
3	3B-1	Spare Parts related to Band 3	0.5%
3	3B-2	Customer Kits	15.0%
3	3T	Band 3 - Third Party Product Minimum Discount	5.5%
3	3T-1	Selected Third Party - Software and Peripherals	0.5%

Exhibit D: Price Schedule, Amendment 1**Volume-Based Discounts**

Master Agreement: 23026
Contractor Name: Dell Marketing, LP

Bands 1 & 2**1. Per Transaction Multiple Unit Discount(s)**

Contractor provides a contractual volume discount program as follows based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Purchasing Entity, or multiple entities conducting a cooperative purchase.

Min \$ Single Transaction	Max \$ Single Transaction	Per Transaction Multiple Unit Discount
\$100,000.00	\$199,999.99	1.0%
\$200,000.00	\$399,999.99	2.0%
\$400,000.00	\$599,999.99	4.0%
\$600,000.00	\$999,999.99	6.0%
\$1,000,000.00	No Maximum	8.0%

Note: Per Transaction Multiple Unit Discount does not apply to Category Exceptions, 3rd party products, services, and special promotional offers

2. Cumulative Discount(s)

Contractor provides a cumulative volume discount as follows based on dollars resulting from the cumulative purchases by all purchases made by Purchasing Entities for the duration of the Master Agreement.

Threshold	Discount Level
Up to 2B	0.0%
\$2B to \$4B	1.0%
\$4B to \$6B	2.0%
\$6B to \$8B	3.0%
\$8B to \$10B	4.0%
Greater than \$10B	5.0%

Note: Cumulative Discount does not apply to Category Exceptions, 3rd party products, services, and special promotional offers

3. Other Discount(s)

none

Band 3**1. Per Transaction Multiple Unit Discount(s)**

Contractor provides a contractual volume discount program as follows based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Purchasing Entity, or multiple entities conducting a cooperative purchase.

Min \$ Single Transaction	Max \$ Single Transaction	Per Transaction Multiple Unit Discount
\$250,000.00	\$499,999.99	1.0%
\$500,000.00	\$999,999.99	2.0%
\$1,000,000.00	\$1,499,999.99	4.0%
\$1,500,000.00	\$1,999,999.99	6.0%
\$2,000,000.00	No Maximum	8.0%

Note: Per Transaction Multiple Unit Discount does not apply to Category Exceptions, 3rd party products, services, and special promotional offers.

Exhibit D: Price Schedule, Amendment 1

Volume-Based Discounts

2. Cumulative Discount(s)

Contractor provides a cumulative volume discount as follows based on dollars resulting from the cumulative purchases by all purchases made by Purchasing Entities for the duration of the Master Agreement.

Column1	Discount Level
Up to 2B	0.0%
\$2B to \$4B	1.0%
\$4B to \$6B	2.0%
\$6B to \$8B	3.0%
\$8B to \$10B	4.0%
Greater than \$10B	5.0%

Note: Cumulative Discount does not apply to Category Exceptions, 3rd party products, services, and special promotional offers.

3. Other Discount(s)

Additional discount(s) available.

none

Exhibit D: Price Schedule, Amendment 1**Services**

Master Agreement: 23026
Contractor Name: Dell Marketing, LP

Each Purchasing Entity will determine if and how services will be offered in the Participating

Travel for Services will be negotiated with each Participating Entity in the Participating Addendum.

All Awarded Bands		
Category Code	Description of Service	Percent Discount
S-1	Standalone Services	4.0%
S-2	Warranty Services	4.0%
S-3	Training and Other Professional Services	4.0%

Exhibit D: Price Schedule, Amendment 1

Lease Rates

Master Agreement: 23026

Contractor Name: Dell Marketing, LP

All Awarded Bands

Optional: Lease Rates

Dell Financial Services (DFS) payment solutions offer flexible end-of term options designed to suit each entity's unique needs. Payment terms are generally from 24 through 60 months and are tailored to match the essential useful life of the equipment to the payment term. Payments can be billed monthly, quarterly, semi-annually or annually.

DFS payment solution rates are adjusted quarterly in accordance with a formula based on fluctuations in treasury notes. Our rates are a function of several factors including estimates of future residual values, prevailing interest rates, borrowing costs, general and administrative expenses, and solution structure. Once a payment schedule has commenced, the rate remains constant for the term of the schedule.

Exhibit D: Price Schedule, Amendment 1 **Prompt Payment Discount**

Master Agreement: 23026

Contractor Name: Dell Marketing, LP

All Awarded Bands

<input type="checkbox"/>		in 30
<input type="checkbox"/>		in 15, Net 30
<input type="checkbox"/>		in 10, Net 30
<input checked="" type="checkbox"/>		Net 30
<input type="checkbox"/>	Other (specify):	<input type="text"/>

Exhibit E: Contractor Terms and Conditions, Amendment 1

Attached by reference as Exhibit E are the following Contractor document(s):

- **Software Licenses.** Customer's rights to use the Software delivered by Supplier are governed by the terms of the applicable end-user license agreement. Unless different terms have been agreed between the parties, the terms posted on www.dell.com/eula (the "EULA") shall apply. Supplier will provide a hard copy of the applicable terms upon request. Unless expressly otherwise agreed, microcode, firmware or operating system software required to enable the Equipment with which it is shipped to perform its basic or enhanced functions, is licensed for use solely on such Equipment.
- **Dell Return Policy.** Customer may return Products to Supplier pursuant to the return policy attached to this Exhibit.
- **Equipment Warranty.** Unless provided otherwise in a Schedule, additional terms governing the limited warranties for Equipment are found at <https://www.dell.com/learn/us/en/uscop1/terms-of-sale-commercial-and-public-sector-warranties?c=us&l=en&s=corp> or in the applicable documentation or Product Notice for the specific Equipment.
- **Product- and Service-Specific Terms.** Scope and details of Services and Product-specific terms are specified in the applicable standard service description that is attached to or referred in a Schedule or Quote, or is made available through the then-current Supplier website for product- or service-specific terms, currently located at www.dell.com/offeringspecificterms. Such standard descriptions are from time to time referred to as "Service Description(s)", "Product Notices" or "Service Briefs." The version of the applicable document that is effective as of the date of the applicable Quote, shall be deemed incorporated into the Order. Scope and details of customized Professional Services not covered by such a standard description shall be documented in a mutually agreed Statement of Work ("SOW").

These Contractor terms and conditions are being provided for **informational purposes only**. They are intended to be negotiated by Contractor and a Participating Entity as part of a Participating Addendum, or by Contractor and a Purchasing Entity as part of an Order, and shall apply only as agreed to in writing by the parties. Unless such terms are expressly accepted in writing, terms in the following document(s) that derogate the application to a Purchasing Entity of a corresponding term in this Master Agreement or applicable Participating Addendum shall be deemed void.

INFORMATIONAL PURPOSES ONLY

Dell Return Policy*

Dell values its relationship with you and offers you the option to return most products purchased directly from Dell. More details below.

- Our return policy is 30 days from the date of your invoice, unless you have a separate agreement with Dell. You must initiate the return within this time. If approved, you will receive a credit return authorization (CRA) number from Dell. Some exclusions apply as outlined below.
 - Dell sometimes offers promotions that extend the return period for a specific product. If you buy a product from Dell that qualifies for such a promotion, your return rights and obligations might be different.
- For approved returns, Dell will refund or credit the actual price you paid. Your refund or credit may be reduced by the cost of shipping and handling fees, any applicable restocking fees (described later in this policy), or both. View more details on restocking fees below.
- Any product returned to Dell without a CRA number from Dell will be considered an unauthorized return, and you will not receive a refund or credit for the product and Dell will not ship the product back to you.
- Return the products in their original packaging, in as-new condition, along with any media, documentation and any other items that were included in your original shipment.
- Ship your return in time for us to receive it within 30 days of authorization or your refund or credit may be reduced or eliminated.
- Special conditions apply for products purchased in a bundle or during a promotion. See “Promotional Items” section below.
- For all purchases not made directly from Dell, please check the return policy of the location from which you purchased your product.
- All returns must be made in the same country in which the purchase was made.

Exclusions:

- You cannot return software at any time, unless the software you are authorized to return is:
 - An operating system or application that Dell installed on a returnable product that you are returning within that product’s return period.
 - Software on physical media such as a DVD or CD that you have not opened or removed from its sealed package.
 - Software delivered electronically for which you have not accepted the license agreement or other applicable terms.
- Products that are not eligible for return at any time include:
 - APEX, servers, data storage, data protection, converged infrastructure, hyperconverged infrastructure, and networking products
 - Dell Wyse™ and Wyse-branded products
 - Non-Dell-branded-hardware and software products
 - Customized products
 - Volume licenses:
 - Unless you have specifically agreed otherwise in your written agreement with Dell, there is no right of return for software purchased under any type of volume license arrangement.

INFORMATIONAL PURPOSES ONLY

- Dell reserves the right to deny any returns in circumstances involving repeated returns, violation of the Dell Terms of Sale, or other impermissible activity.

Re-stocking Fees:

- For returns initiated within the time period specified in this policy, Dell will provide return shipping labels at no cost to you and not charge a re-stocking fee if:
 - the product you are returning is defective.
 - you have to return a product because Dell made an error.
 - you are a consumer who purchased for personal use.
- For all other permitted returns, Dell may charge a re-stocking fee of 15% of the actual price you paid for the product. That price does not include shipping and handling or sales tax. Typically, we deduct any re-stocking fee from the amount of your refund or credit.

Promotional Items:

Refunds or credits for a product you purchased in a bundle or during a promotion can get a little complicated. Depending on the promotion, Dell may deduct the value of the discount, promotional item or redeemed card from any refund or credit you receive for the return of the purchased item. Examples of these kinds of discounts and promotions include:

- “Buy a computer and get a free printer.”
 - If you return the computer but keep the printer, Dell may reduce your refund or credit by the value of the printer.
- “Buy a monitor and get a gift card.”
 - If you return the monitor but already spent the money on the gift card, Dell may reduce your refund or credit by the value of the gift card.
- Dell Rewards points are also returned, with a few exceptions:
 - If Dell Rewards were used as a payment type for a purchase you’re returning, then your Dell Rewards account will be credited the amount of Dell Rewards you used for your returned purchase.
 - If Dell Rewards were awarded for a purchase that you’re returning, then Dell will deduct the rewards amount you received for the product you are returning from your Dell Rewards account balance.

After you get a credit return authorization (CRA) number from Dell:

All products should be in as-new condition. In particular, review “A note about operating systems” at the end of this policy.

- Back up any data you might have stored on your product and then delete it.
- Remove all confidential, proprietary, and personal information.
- Also remove any media such as flash drives, CDs, or PC cards and any cables or port devices that did not come with the product you are returning.
- Ship all products that you are returning to Dell, and for which you received a CRA number, within 30 days of the date that Dell authorizes your return.

INFORMATIONAL PURPOSES ONLY

- Return all products, along with all media, documentation, and other items that Dell included in your original shipment, in their original packaging.
- If you are returning a TV, you must return it in the original packaging. This includes the box and protective cushioning. If you do not have the original packaging, you must provide your own packaging that is equal to or better than the structural and cushion protection of the original packaging.
- If you are a commercial customer, you must ship the products at your expense. If you do not insure the shipment, you accept the risk of loss or damage during shipment.
- Remember that for partial returns, your refund or credit may be less than the invoice or individual component price due to bundled or promotional pricing or any unadvertised discounts or concessions.
- Also remember that Dell is not responsible for any confidential, proprietary, or personal information you leave on a returned product. We also are not responsible for lost or corrupted data, or for any damaged or lost removable media or devices you might include with your return.

A note about operating systems.

Systems configured with an Intel® 8th-generation or later CPU are designed to run optimally with the Microsoft Windows 11 operating system. Removing the factory-installed operating system to run a non-Windows 11 operating system (such as Windows XP or Windows 10) may make the product ineligible for return to Dell for a refund. It also can cause system instability and performance issues that your warranty, support, or service agreements may not cover.