

**AMENDMENT NUMBER 1
PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota ("Lead State")**

**MASTER AGREEMENT
Master Agreement No: MNWNC-108
Dell Master Agreement No. 91AGY
And
State of Tennessee
Dell Contract Code WN31AGW**

(Participating State Contract #49580)

This Amendment is made and entered by and between the State of Tennessee, hereinafter referred to as the "State" and Dell Marketing L.P., hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject Participating Addendum/Contract ("Participating Addendum" and "Contract" are used interchangeably throughout this Amendment to mean the "Contract") is hereby amended as follows:

1. Contract section 1- Scope is deleted in its entirety and replaced with the following:

"This Addendum allows for purchase of the following Computer Equipment/Services: Band 1 – Desktop, Band 2- Laptop, Band 3 – Tablet, Band 4 – Server; and, Band 5 - Storage 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 that is authorized by that state's statutes to utilize state contracts, and which receives prior written approval of the State's Chief Procurement Officer.

The original solicitation contains the requirements and definitions establishing the Product Bands allowed under 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 (See Attachment A)."

2. Contract section 6, Primary Contacts is deleted in its entirety and replaced with following:

"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, RR1-33, Round Rock, TX 78682
Telephone	512-723-0818
Fax	
E-mail	Katherine_Dunay@dell.com

Contractor

Master Agreement Contact

Name	Diane Wigington
Address	One Dell Way, RR1-33, Round Rock, TX 78682
Telephone	512-728-4805
Fax	
E-mail	Diane_Wigington@dell.com

Participating Entity (Band 4-5)

Name	Josh Gaddy, Category Specialist
Address	312 Rosa L. Parks Avenue Nashville, TN 37243
Telephone	615-741-1402
Fax	615-741-0684
E-mail	Josh.gaddy@tn.gov

Participating Entity (Band 1-3)

Name	Trey Norris, Category Specialist
Address	312 Rosa L. Parks Avenue Nashville, TN 37243
Telephone	615-741-7148
Fax	615-741-0684
E-mail	Trey.Norris@tn.gov

Partner Utilization: Each state represented by NASPO ValuePoint participating in this Master Agreement independently has the option of utilizing partners. Only Partners approved by this Participating State may be deployed. Contractor shall provide a list on its website of the Partners it chooses to support on this Contract. The Contractor shall keep the list of Partners updated to ensure the list contains only Partners authorized to support this Contract. The Participating State shall utilize only the Partners listed on Contractor's website, as updated from time to time.

The Participating State chooses to utilize the following Contractor's partners to perform under this Participating Addendum for Bands 4-5:

Avalon Technologies, Inc.
1301 W. Long Lake Road
Troy, MI 48098

CDW-G Logistics Inc.
75 Remittance Drive Suite 1515
Chicago, IL 60675

Insight Public Sector, Inc.
6820 S. Harl Ave.
Tempe, AZ 85283

Waypoint Business Solutions, LP
20333 State Highway 249, Suite 200
Houston, TX 77070

Davenport Group
4166 Lexington Ave N,
St Paul, MN 55126

The Participating State chooses to utilize the following Contractor's partners to perform under this Participating Addendum for Bands 1-3:

**Avalon Technologies, Inc.
1301 W. Long Lake Road
Troy, MI 48098**

**CDW-G Logistics Inc.
75 Remittance Drive Suite 1515
Chicago, IL 60675**

**Insight Public Sector, Inc.
6820 S. Harl Ave.
Tempe, AZ 85283**

**Waypoint Business Solutions, LP
20333 State Highway 249, Suite 200
Houston, TX 77070**

**Davenport Group
4166 Lexington Ave N,
St Paul, MN 55126**

The participating State will define the process to add and remove partners and may define the partner's role in their participating addendum. Upon recommendation by the Contractor the Participating State reserves the right to add and/or remove Partners, without the need for an amendment to the Participating Addendum, throughout the term of the Participating Addendum.

The Contractors Authorized Partners' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement and this Participating Addendum. Additionally, in accordance with the Master Agreement, the Contractor shall be fully responsible as the prime Contractor for its Partners performance under this Participating Addendum and shall be responsible for any terms and conditions with its Partners. Each Contractor's approved Partners are shown on the Contractor's dedicated website for the Participating Entity and its respective eligible Purchasing Entities.

All purchase orders issued by ordering entities within the jurisdiction of this Participating Addendum must include the Dell Participating Addendum number: WN31AGW."

3. Contract Attachment A, Master Award Summary, Page 3, Section 4. Configuration Dollar Limits is deleted in its entirety and replaced with the following:

"This section is modified by the State of Tennessee as follows:

The State of Tennessee will not have a maximum single configuration limit for Desktops, Laptops, Tablets, Servers or Storage."

4. Contract Attachment B, Additional Terms and Conditions page 10 Special Terms and Conditions 6, Vendor Reporting, paragraph titled "Inventory Report" is deleted in its entirety and replaced with the following:

"Within one hundred twenty (120) days of the Contract start date, the Contractor shall provide a current inventory of all desktop, laptop, tablet, server and/or storage equipment, including start and end dates of associated maintenance agreements including the level of support response time to the State. Every quarter, the Contractor shall submit a list of desktop, laptop, tablet, server and/or storage equipment purchased, desktop, laptop, tablet, server and/or storage equipment renewed under support agreements, desktop, laptop, tablet, server and/or storage equipment deactivated, and training credit balance. The format of Inventory reports shall be approved by the State."

5. Contract Attachment B, Additional Terms and Conditions, page 10 Special Terms and Conditions Section 6, Vendor Reporting, paragraph titled "Hardware Support Expiration Report" is deleted in its entirety and replaced with the following:

"The Contractor must provide a quarterly report showing all desktop, laptop, tablet, server and/or storage support that expires within 90 days, along with the Customer Name, Number, Expiration Date, and whether the customer has renewed the support. The format of the Hardware Support Expiration Report shall be approved by the State. In the event a piece of equipment is replaced prior to the expiration its purchased warranty/support, the OEM will provide the State with documentation reflecting the unused warranty/support and will provide the State with a credit calculated on a pro-rated basis."

6. Contract Attachment B, Additional Terms and Conditions page 14 Special Terms and Conditions 18, Contract User Agency is deleted in its entirety and replaced with the following:

This is a Restricted Statewide Contract to Finance and Administration (F&A), Strategic Technology Solutions (STS). All Executive Branch agency purchase orders will be submitted by Strategic Technology Solutions, Business Unit 31701. Executive Branch Agency purchase orders from any other business unit will not be accepted by the contract vendor/partners. Purchases by local governmental units, private institutions of higher education, and authorized corporations do not have to follow these restrictions.

7. Special Terms and Conditions Section 20, Emergency Response Plans/Preparedness is deleted in its entirety and replaced with the following:

"In a declared state of emergency where the State's hardware and/or software used in critical applications are at risk, Contractor/Partner may be asked to supply the State with the commodities and/or services under the NASPO Server and Storage, Desktop, Notebook, and Tablet Statewide Contract on a priority basis. The Contractor/Partner will work with the State, immediately following contract award, to define a written Continuity of Operations Plan (COOP) that describes responsibilities of the State and the Contractor/Partner in the event of a catastrophic emergency. The COOP will identify critical hardware and/or software for application restoration, delivery times, and a list of Respondent emergency contact and escalation information including name(s), position(s)/title(s), phone, email and cell phone numbers. This document will include the timeframes listed below which are based upon the scope and severity of the event:

- Local event: 24 hours
- Regional event: 36 hours
- Southeast US: 48 hours
- National event: 72 hours

8. Required Approvals. The State is not bound by this Amendment until it is signed by the Contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
9. Amendment Effective Date. The revisions set forth herein shall be effective December 15, 2016. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF,

DELL MARKETING L.P.-:



12/5/2016

SIGNATURE

DATE

CHARLENE WILKINSON, PUBLIC CONTRACTS MANAGER

PRINTED NAME AND TITLE OF SIGNATORY (above)

STATE OF TENNESSEE DEPARTMENT OF GENERAL SERVICES, CENTRAL PROCUREMENT OFFICE:

12/6/2016

MICHAEL F. PERRY, CHIEF PROCUREMENT OFFICER

DATE



**STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE**

Statewide Multi-Year Contract Issued to:

Dell Marketing LP
c/o Dell USA LP
PO Box 676044
Dallas, TX 75267-6044

Vendor ID: 0000001370

Contract Number: 0000000000000000000049580

Title: RSWC 3014 NASPO Dell-MASTER

Start Date : May 02, 2016 End Date: March 31, 2020

Is this contract available to local government agencies in addition to State agencies?: Yes

Purchases by Local Government and Authorized Non-Profit Agencies (SWC) - T500

The purpose of this Invitation to Bid is to establish a source or sources of supply for all state agencies, local governmental agencies within the geographic limits of the State of Tennessee, any private nonprofit institution of higher education charter in Tennessee, and any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3) as amended and which contracts with the Department of Mental Health and Mental Retardation to provide services to the public (T.C.A. 33-2-401). Purchases by local governmental agencies, private institutions of higher education, and authorized corporations are optional with those agencies, private institutions of higher education, and corporations and offers to sell to local governmental agencies are optional with the bidder.

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Josh Gaddy
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 615-741-1402
Fax: 615-741-0684
Email: josh.gaddy@tn.gov

Line Information

Line 1

Item ID:

APCAT - Please refer to the usage instructions for discounts and ordering information.

Unit of Measure: EA

Vendor Item/Part #:

Manufacturer Item #:

Unit Price: \$ 0

APPROVED: _____
CHIEF PROCUREMENT OFFICER

BY: _____
PURCHASING AGENT

3/9/2017
DATE

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 Master Agreement No. 91AGY
(hereinafter "Contractor")

And

State of Tennessee
Dell Contract Code WN31AGW
(hereinafter "Participating State")

(Participating State Contract #49580)

1. Scope: This Addendum allows for purchase of the following Computer Equipment/Services: Band 4 – Server; and, Band 5 - Storage 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 that is authorized by that state's statutes to utilize state contracts, and which receives prior written approval of the State's Chief Procurement Officer.

The original solicitation contains the requirements and definitions establishing the Product Bands allowed under 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 (See Attachment A).

2: Participation: 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 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. Unless otherwise specified, all state agencies, political subdivisions, including public education entities, and other entities in the State of Tennessee are eligible to procure under this Participating Addendum.

3. Contractor Modifications or Additional Terms and Conditions to the Master Agreement:

- A.** Any assignment by Participating State of its purchase order 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 from its obligations hereunder. The Contractor's prior approval will not be unreasonably withheld.

4. 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.

5. Participating State Modifications or Additions to Master Agreement:

The State of Tennessee Participating Addendum includes Modifications of terms in the Master Agreement as well as additional Terms and Conditions. See Attachments A and B.

6. Primary Contacts: 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, RR1-33, Round Rock, TX 78682
Telephone	512-723-0818
Fax	
E-mail	Katherine_Dunay@dell.com

Contractor

Master Agreement Contact

Name	Diane Wigington
Address	One Dell Way, RR1-33, Round Rock, TX 78682
Telephone	512-728-4805
Fax	
E-mail	Diane_Wigington@dell.com

Participating Entity

Name	Josh Gaddy, Category Specialist
Address	312 Rosa L. Parks Avenue Nashville, TN 37243
Telephone	615-741-1402
Fax	615-741-0684
E-mail	Josh.gaddy@tn.gov

Partner Utilization: Each state represented by NASPO ValuePoint participating in this Master Agreement independently has the option of utilizing partners. Only Partners approved by this Participating State may be deployed. Contractor shall provide a list on its website of the Partners it chooses to support on this contract. The Contractor shall keep the list of Partners updated to ensure the list contains only Partners authorized to support this contract. The Participating State shall utilize only the Partners listed on Contractor's website, as updated from time to time.

The Participating State chooses to utilize the following Contractor's partners to perform under this Participating Addendum:

Avalon Technologies, Inc.
1301 W. Long Lake Road
Troy, MI 48098

CDW-G Logistics Inc.
75 Remittance Drive Suite 1515
Chicago, IL 60675

Insight Public Sector, Inc.
6820 S. Harl Ave.
Tempe, AZ 85283

Waypoint Business Solutions, LP
20333 State Highway 249, Suite 200
Houston, TX 77070

World Wide Technology, Inc.
60 Weldon Pkwy
Maryland Heights, MO 63043

The participating State will define the process to add and remove partners and may define the partner's role in their participating addendum. Upon recommendation by the Contractor the Participating State reserves the right to add and/or remove Partners, without the need for an amendment to the Participating Addendum, throughout the term of the Participating Addendum.

The Contractors Authorized Partners' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement and this Participating Addendum. Additionally, in accordance with the Master Agreement, the Contractor shall be fully responsible as the prime Contractor for its Partners performance under this Participating Addendum and shall be responsible for any terms and conditions with its Partners. Each Contractor's approved Partners are shown on the Contractor's dedicated website for the Participating Entity and its respective eligible Purchasing Entities.

All purchase orders issued by ordering entities within the jurisdiction of this Participating Addendum must include the Dell Participating Addendum number: WN31AGW.

7. Terms: The Participating State is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with this Participating Addendum, Tennessee State Constitution, and State law.

8. Orders: Any Order placed by an entity ordering under this Participating Addendum for hardware, software and/or services 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.

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

Participating State:	Contractor: Dell Marketing L.P.
By: <i>Michael F. Perry</i>	By: <i>Charlene L. Wilkinson</i>
Name: <i>Michael F. Perry</i>	Name: Charlene L. Wilkinson
Title: <i>Chief Procurement Officer</i>	Title: Public Contracts Manager
Date: <i>05/25/16</i>	Date: <i>5/24/2016</i>

Attachment A

State of Tennessee

2015-2020 MN NASPO ValuePoint Computer Equipment

Modifications

Master Award Summary:

Page 3, Section 4. Configuration Dollar Limits:

This section is modified by the State of Tennessee as follows:

The State of Tennessee will not have a maximum single configuration limit for either Servers or Storage.

Page 4, Section 5.a. Software:

This section is modified by the State of Tennessee as follows:

1. Software is restricted to operating systems and commercial off-the-shelf (COTS) software.
5. Any software available under any other Tennessee Statewide Contract is excluded from purchase through this contract except when applicable to initial procurement of equipment.

Page 4, Section 5.b. Services:

This section is modified by adding as a new subpart 5.b.6. the following language:

6. The State of Tennessee will only allow manufacturer based services. No reseller professional services will be accepted under this contract.

Page 8, Section 7. CONFIDENTIALITY, NON-DISCLOSURE AND INJUNCTIVE RELIEF, NEGOTIATED.

7.2 Non-Disclosure. The first sentence in this sub-section will include the phrase "will use best efforts" between the words "and" and "to" so that it will read as follows: The parties shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose whatsoever other than the performance of this Master Agreement, and "will make best efforts" to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

7.2 Non-Disclosure. The third sentence in this subsection shall be revised to remove the phrase "and shall at their expense cooperate in seeking injunctive or other equitable relief against any such person, so that the third sentence will read as follows: Without limiting the generality of the foregoing, parties shall advise each other immediately if they learn or have reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement.

7.3 Injunctive Relief. The parties agree that this sub-section will be deleted in its entirety. The CPO cannot agree to this clause on behalf of the State. It could be construed as giving up the State's rights in advance which is not permitted. Additionally, it's the State's position that, if this subsection is deleted, Dell would still have all legal rights and remedies available to it if a breach were to occur.

7.5 should be inserted in section 7 as a newly listed subsection that would read as follows:
Notwithstanding anything above to the contrary, the State is subject to and will comply with the Tennessee Public Records Act found at Tenn. Code Ann. §10-7-501 et seq.

Page 13 Section 28. Acceptance and Acceptance Testing subpart a.:

This section is modified by adding the following in subpart a:

- a. Acceptance. Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) shall determine whether all Products and Services delivered meet the Contractor's published specifications (a.k.a. "Specifications"). No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor/Partner within thirty (30) calendar days following delivery of non-acceptance of a Product or completion of Service. In the event that the Contractor/Partner has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 31st day after delivery of Product or completion of Services. This clause shall not be applicable, if acceptance testing and corresponding terms have been mutually agreed to by both parties in writing.

Page 13, Section 29. System Failure or Damage.

This section is modified by adding the following language as the last sentence in this paragraph:

"Operational Capacity" shall mean: Contract Vendor's specifications for the applicable contract vendor branded products.

Page 15, Master Agreement Terms and Conditions B. WSCA-NASPO Terms and Conditions, Section 37. Returns and Exchanges. Negotiated.

Contract Vendor's return policy can be found at www.dell.com/returnspolicy and applies to any returns and exchanges. Before returning or exchanging a Product, Purchasing Entity must contact Contract Vendor directly to obtain an authorization number to include with the return. Purchasing Entity must return Products to Contract Vendor in their original or equivalent packaging, and Purchasing Entity is responsible for risk or loss, as well as shipping and handling fees. If Purchasing Entity fails to follow the return or exchange instructions provided by Contract Vendor, Contract Vendor will not be responsible for any loss, damage, or modification of a Product, or processing of a Product for disposal or resale. Credit for partial returns may be less than invoice or individual component prices due to bundled or promotional pricing associated with the original purchase. In the event any product is returned or exchanged as the result of a Contract Vendor error, Contract Vendor shall be responsible for all shipping and handling fees associated with the return of the product to the Contract Vendor. The Purchasing Entity shall not be responsible for any restocking fees.

State of Tennessee

2015-2020 MN NASPO ValuePoint Computer Equipment

Additional Terms and Conditions



Standard Terms and Conditions

1. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. Notwithstanding anything else herein, the State's total liability under this Contract (including without limitation any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Estimated Liability. This limitation of liability is cumulative and not per incident.

2. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Estimated Liability amount detailed in Special Terms and Conditions number 10, Page 15 and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for:

- (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights;
- (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or
- (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.

3. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event that such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

4. Taxes: Purchases of goods by the State of Tennessee are exempt from Tennessee sales and use tax pursuant to Tenn. Code Ann. 67-6-329(a) (4), and the state is generally exempt from Federal excise tax. Contractors are subject to Tennessee sales and use tax on all materials and supplies used in the performance of a contract, whether such materials and supplies are purchased by the contractor, produced by the contractor, or provided to the contractor by the State, pursuant to Tenn. Code Ann. 67-6-209. The contractor agrees to pay all taxes incurred in the performance of an awarded contract.

5. Delivery: Unless otherwise stated, all Dell-branded products on a purchase order will be tendered in a single delivery in compliance with the delivery time specified. Peripherals and third-party products will be delivered independently of Dell-branded products.

6. All products, materials, supplies and equipment offered and furnished must be new, of current manufacturer production.

7. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The contractor agrees that it will be subject to the exclusive jurisdiction of the courts of Tennessee in actions that may arise under this contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Section 9-8-101 through 9-8-407.

8. State and Federal Compliance: The contractor shall comply with all applicable state and federal laws and regulations in the performance of this contract.

9. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment C, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
- e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.

10. Modifications and Amendments: This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Chief Procurement Officer, the Commissioner of Human Resources, and the Comptroller of the Treasury).

11. Records: The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

12. HIPAA Compliance: The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH) Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules").

- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
- b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver such information without entering into a business associate agreement or signing another such document.
- d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

Special Terms and Conditions

1. F.O.B. Destination (Statewide Contract)

All state agencies, local government agencies and authorized non-profit enterprises located within the State of Tennessee.

2. Term of Contract

This Contract shall be effective on the date of final signature ("Effective Date") and extend through March 31, 2017 ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

3. Renewal Options

This Contract may be renewed upon satisfactory completion of the Term. If the Master Agreement is renewed by the Lead State, the State reserves the right to execute up to the same number of renewals under the same terms and conditions, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

4. Debarment and Suspension

The Contractor certifies, to the best of its knowledge and belief, its current principals, its current subcontractors/partners and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors/partners are excluded or disqualified.

5. Delivery Time (Days)

All items must be delivered within approximately 30 days after receipt of a purchase order, unless otherwise agreed upon between both parties.

6. Vendor Reporting

Usage Report

Contractor shall furnish a usage report showing all sales made quarterly under the Contract. Such reports will show the quantities and dollar volume of purchases by each Purchaser. The report shall be submitted in the format as required under the Master Agreement.

Inventory Report

Within one hundred twenty (120) days of the Contract start date, the Contractor shall provide a current inventory of all server and/or storage equipment, including start and end dates of associated maintenance agreements including the level of support response time to the State. Every quarter, the Contractor shall submit a list of server and/or storage equipment purchased, server and/or storage equipment renewed under support agreements, server and/or storage equipment deactivated, and training credit balance. The format of Inventory reports shall be approved by the State.

Hardware Support Expiration Report

The Contractor must provide a quarterly report showing all server and/or storage support that expires within 90 days, along with the Customer Name, Number, Expiration Date, and whether the customer has renewed the support. The format of the Hardware Support Expiration Report shall be approved by the State. In the event a piece of equipment is replaced prior to the expiration its purchased warranty/support, the OEM will provide the State with documentation reflecting the unused warranty/support and will provide the State with a credit calculated on a pro-rated basis.

Technical Support Report

The Contractor will provide an annual report that documents all support cases with severity, current status, problem, description, case number, duration, and name of State employee that initiated the request.

This report also needs to signify that if a piece of equipment is replaced the old serial number is removed from support contract and replaced with the new serial number.

7. Department of Revenue Registration

The contractor/partners shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.

8. Insurance Required

The Contractor shall procure and maintain for the duration of the contract, at their own cost and expense insurance against claims for injuries to persons or damages to property including contractual liability which, may arise in connection with the performance of the work performed by the contractor, his agents, representatives, employees or subcontractors/partners under the contract.

The insurance carrier(s) must be licensed to conduct business in the State of Tennessee. The insurance will be evidenced by an original or .pdf format document certificate of insurance. The certificate shall list the State of Tennessee as the certificate holder and must list the company name and address on file with the State. Should any of the policy coverage(s) provided have a major change, expire, or be canceled before the expiration date the Contractor shall fax or email vendor.insurance@tn.gov, a copy of their insurer's cancellation notice within two (2) business days of receipt. The State of Tennessee shall be held harmless for any injuries, claims or judgments against the contractor/partners.

Certificates for liability coverages shall name the State of Tennessee Central Procurement Office as an additional insured. The following Insurance Coverages are required:

Workers' Compensation Insurance: a certificate shall be provided which indicates the contractor provides workers' compensation coverage in compliance with the state laws of Tennessee., and Employer's Liability with the following limits:

E.L. Each Accident \$1,000,000

E.L. Disease- Each Employee \$1,000,000
E.L. Disease - Policy Limit \$1,000,000

General Liability and Property Damage Insurance: Comprehensive General Liability Insurance, including but not limited to, bodily injury, property damage, contractual liability, products liability, with combined single limits of \$1,000,000 per occurrence with a minimum aggregate of \$2,000,000.

The Contractor shall provide the Central Procurement Office with an original certificate of insurance or .pdf format document as proof of insurance coverage, as stated above, naming the State of Tennessee, Central Procurement Office as additional insured, within ten (10) business days after request. If the certificate of insurance is in .pdf format, it must be received directly from the insurance company.

Failure to maintain insurance coverage for the duration of the contract period may result in cancellation of the contract. In the event that the insurance policy on file in the Central Procurement Office expires or is canceled, the contractor/partners will be required to cease work until proof of insurance is presented.

9. Purchase Order Release (Statewide)

Orders for products or services that are included on statewide contracts shall be prepared by agencies on departmental purchase orders and forwarded directly to the vendor/contractor or the contractor's authorized partner. These purchase orders, when received by the vendor/contractor or the contractor's authorized partner, serve as authorization for shipment of product(s) or start of service.

Products from different contracts issued for the same statewide may be combined on a single purchase order to the same vendor/ contractor to meet minimum order requirements. Local government agencies or authorized corporations, where applicable, will issue their purchase order releases directly to the vendor/contractor.

Billing Instructions:

The vendor/contractor or the contractor's authorized partner shall invoice the state only after product has been shipped to the user agency or upon completion of the service described in the purchase order/contract, unless otherwise authorized in writing by the user agency and as required below prior to any payment.

The contractor or the contractor's authorized partner shall submit an invoice, with all necessary supporting documentation, to the purchasing entity billing address. Such invoice shall clearly and accurately detail the following required information:

1. Invoice/reference number; (assigned by the contractor or the contractor's authorized partner);
2. Invoice date;
3. Contract and/or purchase order number; (assigned by the state);
4. Account name;
5. Procuring state agency and division name;
6. Account/customer number (uniquely assigned by the vendor/contractor or the contractor's authorized partner);
7. To the above-referenced account name;
8. Contractor/Partner name;
9. Contractor/Partner contact (name, phone, and/or fax for the person to contact with billing questions);
10. Contractor/Partner remittance address;
11. Description of delivered product(s) or service; and
12. Total amount due for delivered product(s) or service.

The vendor/contractor understands and agrees that the invoice shall;

- Include only charges for service described in contract or Purchase Order and in accordance with payment terms and conditions set forth in the contract or purchase order;
- Not include any future work but will only be submitted for completed service, unless otherwise authorized in writing by the user agency; and
- Not include sales tax or standard ground shipping charges (unless ordering entity is subject to tax charges).

Payment: The Contractor/Partner agrees that timeframe for payment (and any discounts) begins when the state is in receipt of a correct invoice meeting the minimum requirements above. It shall be the responsibility of the "bill to" agency to make payment in accordance with the Prompt Payment Act of 1985 as codified at Tenn. Code. Ann. §12-4-701 et seq. Any questions concerning payment should be addressed to the "bill to" agency and not to the Central Procurement Office.

10. Estimated Liability

The total purchases of any goods or services under the Contract are not known. The State estimates the purchases during the Term shall be Seven Million Five Hundred Thousand dollars per year (\$7,500,000) ("Estimated Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor/Partner will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor/Partner by the State or as otherwise specified by this Contract.

11. Prerequisite Documentation

The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation. At the State's option, it may make payments to Contractor by automated clearing house ("ACH") or the State Purchasing Card ("P-Card"). Use of P-card can be used at time of order placement only, and is not permitted for payment of invoices issued by Contractor.

a. The Contractor shall complete, sign, and present to the State:

- (1) An "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
- (2) An "Authorization to Receive Payments by Purchasing Card Form" provided by the State. By doing so, the Contractor agrees that payments to the Contractor under this Contract may be made using the State P-Card at the time of purchase and Contractor will provide level III data reporting information.

b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

12. Intellectual Property

The Contractor/Partner agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the

Contractor/Partner shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor/Partner shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor/Partner notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor/Partner of its obligations under this Section to the extent Contractor/Partner can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor/Partner, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

13. Damages

If state property is damaged, stolen or lost as a result of vendor/contractor or the contractor's authorized partner employees' negligence and that property has to be repaired or replaced by the state, the expense for such work or replacement will be deducted from the monies due the Contractor/Partner. In addition to the foregoing, the State reserves the right to pursue claims for damages through any and all legal remedies available to the State.

14. Travel Compensation

The Contractor/Partner shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.

15. Subcontracting

The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract (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 Buyer's confidential data other than billing and contact information) without obtaining the prior written approval of the Central Procurement Office. Notwithstanding any use of approved subcontractors/resellers/partners, the Contractor shall be the prime contractor and shall be responsible for all work provided and the Contractor shall be responsible for any agreements with the partners, resellers or subcontractors. The State of Tennessee shall not agree to and shall not be responsible for any terms and conditions with a subcontractor/reseller/partner.

16. Purchases by Local Government and Authorized Non-Profit Agencies (SWC)

Authorized Users: Local Governments, Private Non-Profit Institutions of Higher Education and Eligible Non-Profit Agencies

The purpose of this Participation Addendum is to establish a source or sources of supply for all state agencies, local governmental units within the geographic limits of the State of Tennessee, any private nonprofit institution of higher education chartered in Tennessee, and any corporation which is exempted from taxation under 26 U.S.C. Section 501(c)(3) as amended and which contracts with the Department of Mental Health and Mental Retardation to provide services to the public (T.C.A. 33-2-401et seq.).

Purchases by local governmental units, private institutions of higher education, and authorized corporations are encouraged but are optional with those agencies, private institutions of higher education, and corporations.

17. Bill of Materials

Establishing a Bill of Materials (BOM) shall be developed by Finance and Administration (F&A), Strategic Technology Solutions (STS) and the Contractor. No Partner can take part in this process.

The BOM must list the NASPO ValuePoint current Contractor sku number.

18. Contract User Agency

This is a Restricted Statewide Contract to Finance and Administration (F&A), Strategic Technology Solutions (STS). All agency purchase orders will be submitted by Strategic Technology Solutions, Business Unit 31701. Agency purchase orders from any other business unit will not be accepted by the contract vendor/partners. Purchases by local governmental units, private institutions of higher education, and authorized corporations do not have to follow these restrictions.

19. Hardware, Software, Updates, Etc.

Hardware and/or software maintenance/upgrade maintenance and maintenance renewals thereof must include all new version updates, hardware and/or software corrections, or enhancement (including patches/fixes) to the state agency's embedded hardware and/or software at no additional cost to the State over and beyond the payment for annual maintenance. All new updates, hardware and/or software corrections, or enhancements (including patches/fixes), support releases and/or documentation deemed necessary by the State of Tennessee and/or recommended by hardware and/or software manufacturer must be received within twenty (20) working days from the manufacturer's date of release.

20. Emergency Response Plans/Preparedness

In a declared state of emergency where the State's hardware and/or software used in critical applications are at risk, Contractor/Partner may be asked to supply the State with the commodities and/or services under this NASPO Server and Storage Statewide Contract on a priority basis. The Contractor/Partner will work with the State, immediately following contract award, to define a written Continuity of Operations Plan (COOP) that describes responsibilities of the State and the Contractor/Partner in the event of a catastrophic emergency. The COOP will identify critical hardware and/or software for application restoration, delivery times, and a list of Respondent emergency contact and escalation information including name(s), position(s)/title(s), phone, email and cell phone numbers. This document will include the timeframes listed below which are based upon the scope and severity of the event:

- Local event: 24 hours
- Regional event: 36 hours
- Southeast US: 48 hours
- National event: 72 hours

21. Software License Warranty.

Contractor grants a license to the State to use all software provided under this Contract in the course of the State's business and purposes.

22. Software Support and Maintenance Warranty.

Contractor shall provide to the State all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers purchasing support and maintenance warranty.

23. Extraneous Terms and Conditions

Contractor/Partner shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Contractor/Partner to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor/Partner.

24. Warranty

Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of: 12 months after the provision and acceptance by the State of goods or services provided by Contractor/Partner; or (b) any other warranty generally offered by Contractor, its suppliers, or

manufacturers to customers of its goods or services. During the Warranty Period, any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor/Partner receives notice of a Defect during the Warranty Period, then Contractor/Partner shall correct the Defect at no additional charge.

Contractor/Partner represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Contractor/Partner represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor's industry.

25. Conflicts of Interest

The Contractor/Partner warrants that no part of the Contractor's/Partner's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor/Partner in connection with any work contemplated or performed under this Contract.

The Contractor/Partner acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor/Partner is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor/Partner is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

26. Trade-In of equipment

The Contractor/Partner agrees that the State, upon Contractor/Partner approval, can trade-in its existing equipment toward the purchase of new equipment and receive a reduction in the price of new equipment. The State agrees that the reduction in price that the State shall receive toward new equipment will be determined by Dell.

27. Administrative Fee

The Contractor shall pay the State an Administrative Fee of one (1) and one half (0.5) percent (1.5% or 0.015) in accordance with the Terms and Conditions of the Master Agreement no later than 60 days following the end of each calendar quarter. The State's Administrative Fee shall be submitted quarterly and is based on sales of products and services (less any charges for taxes or shipping).

Period End	Admin Fee Due
March 31	May 31
June 30	August 31
September 30	November 30
December 31	February 28

The administrative fee shall be submitted to the following address:

Ron Plumb, Director of Financial Management
Department of General Services
W.R. Snodgrass TN. Tower 24th Floor
312 Rosa L. Parks Avenue
Nashville, TN 37243

28. Prohibited Advertising or Marketing

The Contractor/Partner shall not suggest or imply in advertising or marketing materials that Contractor's/Partner's goods or services are endorsed by the State. The restrictions on

Contractor/Partner advertising or marketing materials under this Section shall survive the termination of this Contract.

29. Quarterly Reviews – In Person

The Contractor/Partner shall meet with State representatives at the office of the Department of General Services, Central Procurement Office in Nashville, Tennessee. Contractor/Partner agrees that the in-person meetings will be held no less frequently than quarterly, throughout the life of this Participating Addendum. Contractor/Partner agrees that the first in-person meeting will be held within thirty (30) days of the date that the Participating Addendum is fully executed. The in-person meetings will be used to answer questions, review contractor's/partner's performance, and discuss current and future projects.

**STATE OF TENNESSEE
DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE**

EFFORTS TO ACHIEVE DIVERSITY BUSINESS ENTERPRISE PARTICIPATION

The Governor's Office of Diversity Business Enterprise (Go-DBE) is the state's central point of contact to attract and assist minority-owned, woman-owned, Tennessee service-disabled veteran owned, and small business enterprises interested in competing in the State of Tennessee's procurement and contracting activities. These diversity business enterprises are defined as follows:

Minority Business Enterprise (MBE) and Woman Business Enterprise (WBE)

Businesses that are a continuing, independent, for profit business which performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more individuals in the minority or woman category who were impeded from normal entry into the economic mainstream because of past practices of discrimination based on race, ethnic background, or gender.

Service-Disabled Veteran Business Enterprise (SDVBE)

"Tennessee service disabled veteran owned business" means a service-disabled veteran owned business that is a continuing, independent, for profit business located in the state of Tennessee that performs a commercially useful function with at least a twenty percent (20%) disability that is service-connected meaning that such disability was incurred or aggravated in the line of duty in the active military, naval or air service.

Small Business Enterprise (SBE)

"Tennessee small business" means a business that is a continuing, independent, for profit business which performs a commercially useful function with residence in Tennessee and has total gross receipts of no more than ten million dollars (\$10,000,000) averaged over a three-year period or employs no more than ninety-nine (99) persons on a full-time basis".

For additional program eligibility information visit, http://www.tn.gov/businessopp/program_elig.html.

DIVERSITY INSTRUCTIONS

As part of this process, the Respondent should complete the Diversity Utilization Plan, which begins on the following page. To assist in your effort to seek and solicit the participation of diversity businesses on this solicitation, a directory of certified Diversity Business Enterprise firms may be found on the State's website at: <http://www.tn.gov/businessopp/regdivcomp.html> or by calling Go-DBE toll free at 866-894-5026.

**RESPONDENT'S
DIVERSITY UTILAZATION PLAN**

Respondent's Company Name: Deli Marketing L.P.
--

Solicitation Event Name: NASPO PA		Event Number:
Respondent's Contact Name: Charlene L. Wilkinson	Phone: (512)723-7312	Email: Charlene_Wilkinson@DellTeam.com
Does the Respondent qualify as the diversity business enterprise? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If yes, which designation does the Respondent qualify? <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVBE <input type="checkbox"/> SBE		
Certifying Agency:		

Estimated level of participation by diversity businesses if awarded a contract:

Diversity Business Information (List all subcontractors, joint-ventures, and suppliers)	Percent of Contract	Estimated Amount	MBE / WBE / SDVBE / SBE Designation	Currently Certified (Yes or No)
Business Name: World Wide Technology, Inc Contact Name: Michael K Turner Contact Phone: 512-750-3821	25%	\$100K/Year	MBE	Y
Business Name:				
Contact Name:				
Contact Phone:				

If awarded a contract, we confirm our commitment to make reasonable business efforts to meet or exceed the commitment to diversity as represented in our Diversity Utilization Plan. We shall assist the State in monitoring our performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and Tennessee service-disabled veterans. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in form and substance as required by said office. We further agree to request in writing and receive prior approval from the Central Procurement Office for any changes to the use of the above listed diversity businesses.

Authorized Signature: Charlene L. Wilkinson Date: 5/24/2016

Printed Name and Title of Respondent Signatory (above) Charlene L. Wilkinson
Public Contracts Manager

ATTACHMENT C

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

If the attestation applies to more than one contract, modify this row accordingly. SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	Dell Marketing L.P.
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	742616805

If the attestation applies to more than one contract, modify the following paragraph accordingly.

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.



CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

Charles Wilkinson, Public Contracts Manager

PRINTED NAME AND TITLE OF SIGNATORY

5/24/2016

DATE OF ATTESTATION