



**THOMAS EDISON
STATE UNIVERSITY**
www.tesu.edu

PO Number: P0018938

Issue Date: 10/05/20

Requisition Number: 0016789

Thomas Edison State University
Office of The Treasurer-Purchasing
111 West State Street
Trenton, New Jersey 08608

Vendor:

Dell Marketing LP
One Dell Way
Round Rock TX 78682

Ship To:

Thomas Edison State University
111 West State Street
Trenton NJ 08608

General Ledger Account Number

18-0-1311055-57701

Vendor Payment Terms

Net 30 days

Description

Quantity

Unit Cost

Total Cost

Latitude 5410
All to be shipped to:
301 W. State St.
Trenton, NJ 08618

350.000

1,384.4600

484,561.00

Dell 24 Monitor - P2419H
Quan. 300 Delivered to:
111 W. State St.
Trenton, NJ 08608
Quan. 50 Delivered to:
315 W. State St.
Trenton, NJ 08618
Quan. 250 Delivered to:
167 W. Hanover St.
Trenton, NJ 08618
Quan. 300 Delivered to:
301 W. State St.
Trenton, NJ 08618

900.000

163.2400

146,916.00

Authorized By:

Date:

10/5/20

Total PO Amount:

CONTINUED

This transaction is authorized by the Vice President of Administration and Finance, or his designee, in accordance with the provisions established by the State Colleges Contract Law 64, Title 18A of the New Jersey Statutes, and Thomas Edison State University's Purchasing and Contracting Policy. The Vice President of Administration and Finance, or his designee's signature guarantees all provisions governing the authorization of this transaction have been complied with. Thomas Edison State University is an instrumentality of the State of New Jersey and is exempt from sales and uses taxes, pursuant to Section 9 (a)(1) of the New Jersey Sales and Use Tax Act (N.J.S.A. 54:32B-1 et. seq.). An exempt organization certificate (ST-5) or number is not required for Thomas Edison State University to make tax exempt purchases. Official letterhead or an official purchase order from the University, signed by a qualified officer, is sufficient proof that Thomas Edison State University is exempt from paying sales tax.

THOMAS EDISON STATE UNIVERSITY STANDARD TERMS AND CONDITIONS (REV 1.19.2016)

- I. The Contractor certifies that it understands and agrees that the following terms and conditions are incorporated into any contract entered into by or purchased on behalf of Thomas Edison State University.
- II. Contract is defined as any written contract or purchase order issued by Thomas Edison State University.
- III. In the event that the terms and conditions within a Contractor's proposal conflict with the standard terms and conditions of Thomas Edison State University the University's standard terms and conditions will govern.
- IV. Contractors are notified by this statement that all standard terms and conditions will become part of any contract awarded or purchase order provided whether stated in part in summary or by reference unless the University issues a duly authorized and signed written directive specifically stating otherwise.

As an affiliate of Thomas Edison State University all University purchasing policies including the standard terms and conditions apply to all contracts and purchases made on behalf of the New Jersey State Library.

1. STATE LAW REQUIRING MANDATORY COMPLIANCE

- I. **CORPORATE AUTHORITY** – It is required that all corporations be authorized to do business in the State of New Jersey. Corporations incorporated out of the State must file a Certificate of Authority with the Secretary of State department of State House Trenton New Jersey. Refer to NSA 14A:13-3.

- II. **BUSINESS REGISTRATION** – All New Jersey and out of state corporations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury Division of Revenue prior to conducting business in the State of New Jersey. All Contractors must provide a valid and current BRC to the University's Purchasing Department before doing business with the University via contract or purchase order. All subcontractors of the contractor must provide the contractor with a current BRC. Contractors must forward the BRC's of subcontractors to the University's purchasing department.

- III. **ANTI DISCRIMINATION** – All parties to any contract with Thomas Edison State University agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within NSA 10:2.1 through 10:2.4 NSA 10:5.1 et seq. and NSA 10:5.31 through 10:5.38 and all rules and regulations issued hereunder.

- IV. **PREVAILING WAGE ACT** – The New Jersey Prevailing Wage Act PL 1963 Chapter 150 is hereby made a part of every contract entered into on behalf of Thomas Edison State University except those contracts which are not within the scope of the Act. The Contractor hereby guarantees that neither the contractor nor any subcontractors who might be employed to perform the work covered by this proposal are listed or are on record in the Office of the Commissioner of the Department of Labor and Industry as one who has failed to pay prevailing wages in accordance with the provisions of this Act.

- V. **THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** – The provisions of NSA 34:5A-1 et seq. require the labeling of all containers of hazardous substances. All goods offered for purchase to the University must be labeled in compliance with the provisions of the Act and shall be deemed a term and condition of any University purchasing agreement or contract.

- VI. **COMPLIANCE WITH LAWS** – All Contractors of the University shall comply with all local state and federal laws rules and regulations applicable to any contracts or purchases and to the goods delivered and/or services provided under such.

- VII. **COMPLIANCE WITH NEW JERSEY STATE LAW** – All agreements between Thomas Edison State University and outside Contractors shall be governed by the laws of the State of New Jersey. Any and all actions relating to the provisions of a contract or purchasing agreement shall be brought in the courts of New Jersey and venued in Mercer County Trenton New Jersey. New Jersey law shall apply to all issues regardless of any principles of conflict of law policies statutes or case law. All agreements shall be subject to the New Jersey Contractual Claims Act NSA 59:13-1 et seq. All agreements shall be subject to the New Jersey Tort Claims Act NSA 59:1-1 et seq.

- VIII. **POLITICAL DISCLOSURE BY CONTRACTOR** – If the contract is in excess of \$17,500 the Contractor must complete and return Pay to Play certification and disclosure forms which include the ownership disclosure form to the University before a contract can be awarded. The University must receive approval from the Chapter 51 Review Unit before entering into an agreement with said Contractor. NSA 19:44A-20.13 et seq.

- IX. **PUBLIC WORKS CONTRACTOR REGISTRATION ACT** – The New Jersey Public Works Contractor Registration Act requires that all contractors subcontractors and lower tier subcontractors who engage in any contract for public work as defined in NJSA 34:1-56.26 be first registered with the New Jersey Department of Labor and Workforce Development. Any questions regarding the registration process should be directed to the New Jersey Division of Wage and Hour Compliance.

2. LIABILITIES

- I. **COPYRIGHT LIABILITY** – The Contractor shall hold and save Thomas Edison State University the State of New Jersey their respective officers agents servants and employees harmless from liability of any nature or kind for or on account of the use of any copyrighted or un-copyrighted composition secret process patented

or unprotected invention article or appliance furnished or used in the performance of any contract or agreement.

- II. **INDEMNIFICATION** - The Contractor shall assume all risk of and responsibility for and agrees to indemnify defend and save harmless Thomas Edison State University the State of New Jersey and respective employees trustees officers volunteers and agents from and against any and all claims demands suits actions recoveries judgments costs and expenses (including reasonable attorney's fees) in connection therewith on account of the loss of life property or injury or damage to the person body or property of any person or persons whatsoever which shall arise from or result directly or indirectly from the work materials and/or services supplied under any contract or agreement. This indemnification obligation is not limited by but is in addition to the insurance obligations contained in contracts or agreements.

- III. **INSURANCE** - The Contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The Contractor shall provide Thomas Edison State University with current certificates of insurance for all coverage and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice to Thomas Edison State University Office of the Treasurer. The insurance to be provided by the Contractor shall be as follows:

- a. Comprehensive General Liability policy as broad as the standard coverage from currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability and products liability (completed operations). Limits of liability shall not be less than \$1,000,000.00 per occurrence for bodily injury and \$1,000,000.00 per occurrence for property damage liability.
- b. Comprehensive General Automobile Liability insurance covering owned non-owned and hired vehicle with minimum limits of \$1,000,000.00 combined single limits.
- c. Worker's Compensation insurance applicable to the laws of the State of New Jersey and Employer's Liability insurance with limits of not less than \$1,000,000.00.
- d. Upon request the successful Contractor will provide certificates of such insurance to Thomas Edison State University prior to the start of the contract and periodically during the course of a multi-year contract.

3. TERMS GOVERNING ALL CONTRACTS (Unless otherwise specified in Bid Specifications)

- I. **CONTRACT PERIOD AND EXTENSION OPTION** – If in the opinion of the Treasurer it is in the best interest of the University to extend any contract entered into as a result of any proposal for a period of all or any part of a year the Contractor will be so notified of the Treasurer's intent at least 30 days prior to the expiration date of the existing contract. The Contractor shall have 15 calendar days to respond to the Treasurer's request to extend the contract. If the Contractor agrees to the extension all terms and conditions of the original contract including price will be applicable.

II. CONTRACT TERMINATION –

- a. Change of Circumstances – Notwithstanding any provision or language in any contract to the contrary where the needs of the University significantly change or the contract is otherwise deemed no longer to be in the University's interest the University may terminate the contract upon 30 days written notice to the Contractor. In the event of contract termination due to Change of Circumstances the Contractor will be compensated by the University for goods and/or services satisfactorily performed and accepted in accordance with the contract up to the date of termination.

- b. For Cause – Where the Contractor fails to perform or comply with a contract the University may terminate the contract upon 10 days notice to the Contractor with an opportunity to respond. Where a Contractor continues to perform a contract poorly as demonstrated by documented late delivery poor performance of service short-shipping etc. the University may terminate the contract upon 10 days' notice to the Contractor. In the event of contract termination due to Cause the University may acquire the goods and/or services which are the subject of the terminated contract from another source. If the price paid is greater than the contract price the University may deduct the difference in price from any monies due the terminated Contractor or if no monies are due the terminated Contractor the difference in price shall be an obligation owed the University by the terminated Contractor.

III. PERFORMANCE GUARANTEE – The Contractor hereby certifies that:

- a. The equipment offered is standard new equipment and is the manufacturer's latest model in production with parts regularly used for the type of equipment offered that such parts are all in production and not likely to be discontinued and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- b. All equipment supplied to the University that is operated by electrical current is UL listed where applicable.
- c. All new machines are to be guaranteed as fully operational for the period stated in the Contractor's proposal from time of written acceptance by the University. The Contractor will render prompt service without charge regardless of geographic location.

- d. During the warranty period the Contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.

IV. DELIVERY GUARANTEE –

- a. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the contract or proposal. The Contractor shall be responsible for the delivery of material in first class condition to the University in accordance with good commercial practice.
- b. Items delivered must be strictly in accordance with bid or contract specifications. In the event delivery of goods or services are not made within the number of days stipulated or under the schedule defined in the specifications the University may obtain the materials or services for any other available source the difference in price if any to be paid by the Contractor failing to meet its commitments.

- d. Contractors are authorized to ship only those items and quantities that are covered by the contract. If a review of material received indicated that material other than that covered by the contract has been ordered and delivered the Treasurer or his/her Purchasing designee will take such steps as are necessary to have the material returned regardless of the time lapsed between the date of delivery and discovery of the violation. Full credit will be required. Compliance with this requirement is the full responsibility of the Contractor. Violation of this clause may result in the removal of the offending Contractor's name from the University's approved Contractor list.

- e. Contractors shall acquaint themselves with conditions to be found of the University and shall assume all responsibility for placing and installing the equipment in the locations required. All freight or other delivery charges shall be paid by the Contractor.

- f. The University will accept deliveries during normal business hours 9 am to 4 pm on normal business days Monday through Friday.
- g. All items must be delivered into and placed at a point within the University buildings as directed by the University. Based on space limitations deliveries should be made utilizing no larger than a box truck. Lift gates are required as there is no dock for deliveries.

- V. **SUBCONTRACTING OR ASSIGNMENT** – The contract may not be sub-contracted or assigned by the Contractor in whole or in part without the prior written consent of the Treasurer or his/her Purchasing designee. Such consent if granted shall not relieve the Contractor of any responsibilities under the contract.

- VI. **UNIVERSITY'S RIGHT TO INSPECT CONTRACTOR'S FACILITIES** – The University reserves the right to inspect a Contractor's establishment before making an award for purposes of ascertaining whether the Contractor has the necessary facilities for performing the contract.

- VII. **MAINTENANCE OF RECORDS** – The Contractor shall maintain records for products and services delivered against a contract for a period of three (3) years from the date of final payment. Such records shall be made available to the University upon request.

4. TERMS RELATING TO PRICE

- I. **PRICE FLUCTUATIONS DURING CONTRACT** – All prices quoted shall be firm and not subject to increase during the period of the contract. In the event of a manufacturer's price decrease during the contract period the University shall receive the full benefit of such price reduction on any undelivered goods or services and on any subsequent order placed during the contract period.

- II. **DELIVERY COSTS** – Unless noted otherwise in the specification all prices for items in bid or contract proposals are to be submitted F.O.B. destination. Proposals submitted other than F.O.B. destination may not be considered. Regardless of the method of quoting shipments the Contractor shall assume all liability and responsibility for the delivery of the merchandise in good condition to the University or designated purchaser. F.O.B. destination does not cover spotting but does include delivery on the receiving platform of the ordering agency at any destination in the University unless otherwise specified. No additional charges will be allowed for any transportation costs resulting from partial shipments made of a Contractor's convenience when a single shipment is ordered.

- III. **TAX CHARGES** - Thomas Edison State University is an instrumentality of the State of New Jersey and is exempt from the New Jersey sales and use taxes and Federal excise taxes. These taxes must not be included in the Contractor's price quotations. The University's Federal Excise Tax Exemption number is V21600092800.
- IV. **PAYMENT TO CONTRACTORS** – Upon receipt and acceptance of goods or services payment for goods and/or services purchased by the University will be made to the contractor following the receipt of an acceptable invoice from the contractor.

5. **CONFIDENTIAL INFORMATION** - The Contractor will not either directly or indirectly use or disclose any confidential or proprietary information including without limitation employee and student data financial data and information technology of the University for any purpose other than the performance of the specific contract services unless the Contractor has obtained prior written consent of the University to the contrary. Contractor shall limit disclosure of confidential information to Contractor's employees with a need to know the confidential information.



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General Ledger Account Number

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Net 30 days

Description

Quantity

Unit Cost

Total Cost

Dell Thunderbolt Dock
WD19TB

650.000

218.2600

141,869.00

Quan. 150 Delivered to:
111 W. State St.

Trenton, NJ 08608

Quan. 25 Delivered to:
315 W. State St.

Trenton, NJ 08618

Quan. 125 Delivered to:
167 W. Hanover St.

Trenton, NJ 08618

Quan. 350 Delivered to:
301 W. State St.

Trenton, NJ 08618

Dell Optical Mouse
MS116 (Black)

400.000

18.6900

7,476.00

Quan. 150 Delivered to:
111 W. State St.

Trenton, NJ 08608

Quan. 25 Delivered to:
315 W. State St.

Trenton, NJ 08618

Quan. 125 Delivered to:
167 W. Hanover St.

Trenton, NJ 08618

Quan. 100 Delivered to:
301 W. State St.

Trenton, NJ 08618

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or unprotected invention article or appliance furnished or used in the performance of any contract or agreement.

- II. **INDEMNIFICATION** - The Contractor shall assume all risk of and responsibility for and agrees to indemnify defend and save harmless Thomas Edison State University the State of New Jersey and respective employees trustees officers volunteers and agents from and against any and all claims demands suits actions recoveries judgments costs and expenses (including reasonable attorney's fees) in connection therewith on account of the loss of life property or injury or damage to the person body or property of any person or persons whatsoever which shall arise from or result directly or indirectly from the work materials and/or services supplied under any contract or agreement. This indemnification obligation is not limited by but is in addition to the insurance obligations contained in contracts or agreements.

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- b. Comprehensive General Automobile Liability insurance covering owned non-owned and hired vehicle with minimum limits of \$1,000,000.00 combined single limits.
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- c. All new machines are to be guaranteed as fully operational for the period stated in the Contractor's proposal from time of written acceptance by the University. The Contractor will render prompt service without charge regardless of geographic location.

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IV. DELIVERY GUARANTEE

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- b. Items delivered must be strictly in accordance with bid or contract specifications.
- c. In the event delivery of goods or services are not made within the number of days stipulated or under the schedule defined in the specifications the University may obtain the materials or services for any other available source the difference in price if any to be paid by the Contractor failing to meet its commitments.
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- III. **TAX CHARGES** - Thomas Edison State University is an instrumentality of the State of New Jersey and is exempt from the New Jersey sales and use taxes and Federal excise taxes. These taxes must not be included in the Contractor's price quotations. The University's Federal Excise Tax Exemption number is V21600092800.
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Ship To:


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Trenton NJ 08608

General Ledger Account Number

18-0-1311055-57701

Vendor Payment Terms

Net 30 days

Description	Quantity	Unit Cost	Total Cost
Dell KB216 Dell Wired Keyboard Quan. 150 Delivered to: 111 W. State St. Trenton, NJ 08608 Quan. 25 Delivered to: 315 W. State St. Trenton, NJ 08618 Quan. 125 Delivered to: 167 W. Hanover St. Trenton, NJ 08618 Quan. 100 Delivered to: 301 W. State St. Trenton, NJ 08618 Quote#3000068030029.1 Contract# C000000005003 Customer Agreement# M0483/19TELE00656 OSC Approval Rec'd 10/1/20 - JM	400.000	16.9900	6,796.00
Authorized By: 	Date: 10/5/20	Total PO Amount: 787,618.00	

This transaction is authorized by the Vice President of Administration and Finance, or his designee, in accordance with the provisions established by the State Colleges Contract Law 64, Title 18A of the New Jersey Statutes, and Thomas Edison State University's Purchasing and Contracting Policy. The Vice President of Administration and Finance, or his designee's signature guarantees all provisions governing the authorization of this transaction have been complied with. Thomas Edison State University is an instrumentality of the State of New Jersey and is exempt from sales and uses taxes, pursuant to Section 9 (a)(1) of the New Jersey Sales and Use Tax Act (N.J.S.A. 54:32B-1 et. seq.). An exempt organization certificate (ST-5) or number is not required for Thomas Edison State University to make tax exempt purchases. Official letterhead or an official purchase order from the University, signed by a qualified officer, is sufficient proof that Thomas Edison State University is exempt from paying sales tax.

THOMAS EDISON STATE UNIVERSITY STANDARD TERMS AND CONDITIONS (REV 1.19.2016)

- I. The Contractor certifies that it understands and agrees that the following terms and conditions are incorporated into any contract entered into by or purchased on behalf of Thomas Edison State University.
- II. Contract is defined as any written contract or purchase order issued by Thomas Edison State University.
- III. In the event that the terms and conditions within a Contractor's proposal conflict with the standard terms and conditions of Thomas Edison State University the University's standard terms and conditions will govern.
- IV. Contractors are notified by this statement that all standard terms and conditions will become part of any contract awarded or purchase order provided whether stated in part in summary or by reference unless the University issues a duly authorized and signed written directive specifically stating otherwise.

As an affiliate of Thomas Edison State University all University purchasing policies including the standard terms and conditions apply to all contracts and purchases made on behalf of the New Jersey State Library.

1. STATE LAW REQUIRING MANDATORY COMPLIANCE

- I. **CORPORATE AUTHORITY** – It is required that all corporations be authorized to do business in the State of New Jersey. Corporations incorporated out of the State must file a Certificate of Authority with the Secretary of State department of State House Trenton New Jersey. Refer to NSA 14A:13-3.

- II. **BUSINESS REGISTRATION** – All New Jersey and out of state corporations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury Division of Revenue prior to conducting business in the State of New Jersey. All Contractors must provide a valid and current BRC to the University's Purchasing Department before doing business with the University via contract or purchase order. All subcontractors of the contractor must provide the contractor with a current BRC. Contractors must forward the BRC's of subcontractors to the University's purchasing department.

- III. **ANTI DISCRIMINATION** – All parties to any contract with Thomas Edison State University agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within NSA 10:2-1 through 10:2-4 NSA 10:5-1 et seq. and NSA 10:5-31 through 10:5-38 and all rules and regulations issued hereunder.

- IV. **PREVAILING WAGE ACT** – The New Jersey Prevailing Wage Act PL 1963 Chapter 150 is hereby made a part of every contract entered into on behalf of Thomas Edison State University except those contracts which are not within the scope of the Act. The Contractor hereby guarantees that neither the contractor nor any subcontractors who might be employed to perform the work covered by this proposal are listed or are on record in the Office of the Commissioner of the Department of Labor and Industry as one who has failed to pay prevailing wages in accordance with the provisions of this Act.

- V. **THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** – The provisions of NSA 34:5A-1 et seq. require the labeling of all containers of hazardous substances. All goods offered for purchase to the University must be labeled in compliance with the provisions of the Act and shall be deemed a term and condition of any University purchasing agreement or contract.

- VI. **COMPLIANCE WITH LAWS** – All Contractors of the University shall comply with all local state and federal laws rules and regulations applicable to any contracts or purchases and to the goods delivered and/or services provided under such.

- III. **COMPLIANCE WITH NEW JERSEY STATE LAW** – All agreements between Thomas Edison State University and outside Contractors shall be governed by the laws of the State of New Jersey. Any and all actions relating to the provisions of a contract or purchasing agreement shall be brought in the courts of New Jersey and venued in Mercer County Trenton New Jersey. New Jersey law shall apply to all issues regardless of any principles of conflict of law policies statutes or case law. All agreements shall be subject to the New Jersey Contractual Claims Act NSA 59:13-1 et seq. All agreements shall be subject to the New Jersey Tort Claims Act NSA 59:1-1 et seq.

- VIII. **POLITICAL DISCLOSURE BY CONTRACTOR** – If the contract is in excess of \$17,500 the Contractor must complete and return Pay to Play certification and disclosure forms which include the ownership disclosure form to the University before a contract can be awarded. The University must receive approval from the Chapter 51 Review Unit before entering into an agreement with said Contractor. NSA 19:44A-20 13 et seq.

- IX. **PUBLIC WORKS CONTRACTOR REGISTRATION ACT** – The New Jersey Public Works Contractor Registration Act requires that all contractors subcontractors and lower tier subcontractors who engage in any contract for public work as defined in NJSA 34:1-56.26 be first registered with the New Jersey Department of Labor and Workforce Development. Any questions regarding the registration process should be directed to the New Jersey Division of Wage and Hour Compliance.

2. LIABILITIES

- I. **COPYRIGHT LIABILITY** – The Contractor shall hold and save Thomas Edison State University the State of New Jersey their respective officers agents servants and employees harmless from liability of any nature or kind for or on account of the use of any copyrighted or un-copyrighted composition secret process patented

or unprotected invention article or appliance furnished or used in the performance of any contract or agreement.

- II. **INDEMNIFICATION** - The Contractor shall assume all risk of and responsibility for and agrees to indemnify defend and save harmless Thomas Edison State University the State of New Jersey and respective employees trustees officers volunteers and agents from and against any and all claims demands suits actions recoveries judgments costs and expenses (including reasonable attorney's fees) in connection therewith on account of the loss of life property or injury or damage to the person body or property of any person or persons whatsoever which shall arise from or result directly or indirectly from the work materials and/or services supplied under any contract or agreement. This indemnification obligation is not limited by but is in addition to the insurance obligations contained in contracts or agreements.

- III. **INSURANCE** - The Contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The Contractor shall provide Thomas Edison State University with current certificates of insurance for all coverage and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice to Thomas Edison State University Office of the Treasurer. The insurance to be provided by the Contractor shall be as follows:

- a. Comprehensive General Liability policy as broad as the standard coverage from currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability and products liability (completed operations). Limits of liability shall not be less than \$1,000,000.00 per occurrence for bodily injury and \$1,000,000.00 per occurrence for property damage liability.
- b. Comprehensive General Automobile Liability insurance covering owned non-owned and hired vehicle with minimum limits of \$1,000,000.00 combined single limits.
- c. Worker's Compensation insurance applicable to the laws of the State of New Jersey and Employers Liability insurance with limits of not less than \$1,000,000.00.
- d. Upon request the successful Contractor will provide certificates of such insurance to Thomas Edison State University prior to the start of the contract and periodically during the course of a multi-year contract.

3. TERMS GOVERNING ALL CONTRACTS (Unless otherwise specified in Bid Specifications)

- I. **CONTRACT PERIOD AND EXTENSION OPTION** – If in the opinion of the Treasurer it is in the best interest of the University to extend any contract entered into as a result of any proposal for a period of all or any part of a year the Contractor will be so notified of the Treasurer's intent at least 30 days prior to the expiration date of the existing contract. The Contractor shall have 15 calendar days to respond to the Treasurer's request to extend the contract. If the Contractor agrees to the extension all terms and conditions of the original contract including price will be applicable.
- II. **CONTRACT TERMINATION** –

- a. Change of Circumstances – Notwithstanding any provision or language in any contract to the contrary where the needs of the University significantly change or the contract is otherwise deemed no longer to be in the University's interest the University may terminate the contract upon 30 days written notice to the Contractor. In the event of contract termination due to Change of Circumstances the Contractor will be compensated by the University for goods and/or services satisfactorily performed and accepted in accordance with the contract up to the date of termination.
- b. For Cause – Where the Contractor fails to perform or comply with a contract the University may terminate the contract upon 10 days notice to the Contractor with an opportunity to respond. Where a Contractor continues to perform a contract poorly as demonstrated by documented late delivery poor performance of service short-shipping etc. the University may terminate the contract upon 10 days' notice to the Contractor. In the event of contract termination due to Cause the University may acquire the goods and/or services which are the subject of the terminated contract from another source. If the price paid is greater than the contract price the University may deduct the difference in price from any monies due the terminated Contractor or if no monies are due the terminated Contractor the difference in price shall be an obligation owed the University by the terminated Contractor.

- III. **PERFORMANCE GUARANTEE** – The Contractor hereby certifies that:

- a. The equipment offered is standard new equipment and is the manufacturer's latest model in production with parts regularly used for the type of equipment offered that such parts are all in production and not likely to be discontinued and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- b. All equipment supplied to the University that is operated by electrical current is UL listed where applicable.
- c. All new machines are to be guaranteed as fully operational for the period stated in the Contractor's proposal from time of written acceptance by the University. The Contractor will render prompt service without charge regardless of geographic location.

- d. During the warranty period the Contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.

IV. DELIVERY GUARANTEE

- a. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the contract or proposal. The Contractor shall be responsible for the delivery of material in first class condition to the University in accordance with good commercial practice.
- b. Items delivered must be strictly in accordance with bid or contract specifications.
- c. In the event delivery of goods or services are not made within the number of days stipulated or under the schedule defined in the specifications the University may obtain the materials or services for any other available source the difference in price if any to be paid by the Contractor failing to meet its commitments.
- d. Contractors are authorized to ship only those items and quantities that are covered by the contract. If a review of material received indicated that material other than that covered by the contract has been ordered and delivered the Treasurer or his/her Purchasing designee will take such steps as are necessary to have the material returned regardless of the time lapsed between the date of delivery and discovery of the violation. Full credit will be required. Compliance with this requirement is the full responsibility of the Contractor. Violation of this clause may result in the removal of the offending Contractor's name from the University's approved Contractor list.

- e. Contractors shall acquaint themselves with conditions to be found of the University and shall assume all responsibility for placing and installing the equipment in the locations required. All freight or other delivery charges shall be paid by the Contractor.
- f. The University will accept deliveries during normal business hours 9 am to 4 pm on normal business days Monday through Friday.
- g. All items must be delivered into and placed at a point within the University buildings as directed by the University. Based on space limitations deliveries should be made utilizing no larger than a box truck. Lift gates are required as there is no dock for deliveries.

- V. **SUBCONTRACTING OR ASSIGNMENT** – The contract may not be sub-contracted or assigned by the Contractor in whole or in part without the prior written consent of the Treasurer or his/her Purchasing designee. Such consent if granted shall not relieve the Contractor of any responsibilities under the contract.

- VI. **UNIVERSITY'S RIGHT TO INSPECT CONTRACTOR'S FACILITIES** – The University reserves the right to inspect a Contractor's establishment before making an award for purposes of ascertaining whether the Contractor has the necessary facilities for performing the contract.

- VII. **MAINTENANCE OF RECORDS** – The Contractor shall maintain records for products and services delivered against a contract for a period of three (3) years from the date of final payment. Such records shall be made available to the University upon request.

4. TERMS RELATING TO PRICE

- I. **PRICE FLUCTUATIONS DURING CONTRACT** – All prices quoted shall be firm and not subject to increase during the period of the contract. In the event of a manufacturer's price decrease during the contract period the University shall receive the full benefit of such price reduction on any undelivered goods or services and on any subsequent order placed during the contract period.

- II. **DELIVERY COSTS** – Unless noted otherwise in the specification all prices for items in bid or contract proposals are to be submitted F.O.B. destination. Proposals submitted other than F.O.B. destination may not be considered. Regardless of the method of quoting shipments the Contractor shall assume all liability and responsibility for the delivery of the merchandise in good condition to the University or designated purchaser. F.O.B. destination does not cover spotting but does include delivery on the receiving platform of the ordering agency at any destination in the University unless otherwise specified. No additional charges will be allowed for any transportation costs resulting from partial shipments made of a Contractor's convenience when a single shipment is ordered.

- III. **TAX CHARGES** - Thomas Edison State University is an instrumentality of the State of New Jersey and is exempt from the New Jersey sales and use taxes and Federal excise taxes. These taxes must not be included in the Contractor's price quotations. The University's Federal Excise Tax Exemption number is V21600092800.
- IV. **PAYMENT TO CONTRACTORS** – Upon receipt and acceptance of goods or services payment for goods and/or services purchased by the University will be made to the contractor following the receipt of an acceptable invoice from the contractor.

5. **CONFIDENTIAL INFORMATION** - The Contractor will not either directly or indirectly use or disclose any confidential or proprietary information including without limitation employee and student data financial data and information technology of the University for any purpose other than the performance of the specific contract services unless the Contractor has obtained prior written consent of the University to the contrary. Contractor shall limit disclosure of confidential information to Contractor's employees with a need to know the confidential information.



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No. 3000068030029.1
Total \$787,618.00
Customer # 3410248
Quoted On Sep. 01, 2020
Expires by Oct. 01, 2020
Deal ID 20032974

Sales Rep
Phone

Kevin Pugh

Billing To

OFFICE OF THE TREASURER
THOMAS EDISON STATE UNIV
111 W STATE ST
TRENTON, NJ 08608-1101

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Kevin Pugh

Shipping Group

Shipping To

THOMAS EDISON STATE UNIV
111 W STATE ST
TRENTON, NJ 08608

Shipping Method

Standard Delivery

Product	Unit Price	Qty	Subtotal
Dell 24 Monitor - P2419H	\$163.24	900	\$146,916.00
Dell Latitude 5410	\$1,384.46	350	\$484,561.00
Dell Thunderbolt Dock- WD19TB	\$218.26	650	\$141,869.00
Dell Optical Mouse - MS116 (Black)	\$18.69	400	\$7,476.00
Dell KB216 Dell Wired Keyboard	\$16.99	400	\$6,796.00

Subtotal:	\$787,618.00
Shipping:	\$0.00
Non-Taxable Amount:	\$787,618.00
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$787,618.00

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

THOMAS EDISON STATE UNIV
111 W STATE ST
TRENTON, NJ 08608
(609) 984-3430

Shipping Method

Standard Delivery

		Qty	Subtotal
Dell 24 Monitor - P2419H	\$163.24	900	\$146,916.00

Est mated de very f purchased today:
Sep. 10, 2020
Contract # C000000005003
Customer Agreement # M0483/19TELE00656

Description	SKU	Unit Price	Qty	Subtotal
De 24 Mon tor - P2419H	210-AQDX	-	900	-
De L m ted Hardware Warranty	814-5380	-	900	-
Advanced Exchange Serv ce, 3 Years	814-5381	-	900	-

		Qty	Subtotal
Dell Latitude 5410	\$1,384.46	350	\$484,561.00

Est mated de very f purchased today:
Sep. 25, 2020
Contract # C000000005003
Customer Agreement # M0483/19TELE00656

Description	SKU	Unit Price	Qty	Subtotal
Lat tude 5410 XCTO	210-AWLI	-	350	-
10th Generat on Inte® Core™ 7-10810U (6 Core, 12M cache, base 1.1GHz, up to 4.9GHz, vPro)	379-BDVK	-	350	-
W n 10 Pro 64 Eng sh, French, Span sh	619-AHKN	-	350	-
No M crosoft Off ce L cense Inc uded – 30 day Tra Offer On y	658-BCSB	-	350	-
De Data Protect on Encrypt on Persona D g ta De very	421-9984	-	350	-
De ProSupport for Software, De Data Protect on Encrypt on Persona , 1 Year	954-3455	-	350	-
Inte UHD Graph cs 620 w th Thunderbo t for Inte 10th Gen Core 7-10810U	338-BUQJ	-	350	-
Inte ME d sab ed	631-ACKV	-	350	-
16GB,1x16GB, DDR4 Non-ECC	370-AFEE	-	350	-
M.2 512G PCIe NVMe C ass 35 2230 So d State Dr ve	400-BIJU	-	350	-
LCD back cover for Lat tude 5410/5411, WWAN Capab e, Carbon F ber Re nforced Po ymer	320-BDRJ	-	350	-
RGB Camera and M crophone Beze	325-BDRI	-	350	-
14" FHD WVA (1920 x 1080) Ant -G are Non-Touch, 220n ts	391-BEZT	-	350	-
S ng e Po nt ng, No F ngerpr nt and No SmartCard Reader, Thunderbo t 3	346-BGDJ	-	350	-
S ng e Po nt ng Non-Back t US Eng sh Keyboard	583-BFMK	-	350	-
W re ess Inte AX201 WLAN Dr ver	555-BFRG	-	350	-
Inte Dua Band W -F 6 AX201 2x2 802.11ax 160MHz + B uetooth 5.1	555-BFNI	-	350	-
No Mob e Broadband Card	556-BBCD	-	350	-

3 Ce 51Whr ExpressCharge Capable Battery	451-BCKC	-	350	-
E5 65W 7.4mm Lot 6 PCR EPEAT, L teon	492-BCWY	-	350	-
No Ant -Virus Software	650-AAAM	-	350	-
OS-W ndows Media Not Included	620-AALW	-	350	-
E5 US Power Cord	450-AAEJ	-	350	-
Latitude 5410 Quick Start Guide	340-COTF	-	350	-
US Order	332-1286	-	350	-
SERI Guide (ENG/FR/Mult)	340-AGIK	-	350	-
Custom Configuration	817-BBBB	-	350	-
Regulatory Label, FCC	389-DPGZ	-	350	-
Desktop Applications for Windows 10	658-BERY	-	350	-
System Shipment, Latitude 5410,K34	340-CPZL	-	350	-
Max Mode Packaging DAO	340-CPZM	-	350	-
Max Mode Packaging DAO	340-CPZN	-	350	-
Max Mode Packaging DAO	340-CPZO	-	350	-
Max Mode Packaging DAO	340-CPZP	-	350	-
Intel 10th Core i7 non-vPro CPU Label	340-COTI	-	350	-
No Option Included	340-ACQQ	-	350	-
No Mouse	570-AADK	-	350	-
No Resource DVD / USB	430-XXYG	-	350	-
No ENERGY STAR Qualified	387-BBCE	-	350	-
BTO Standard Shipment (VS)	800-BBQK	-	350	-
No UPC Label	389-BCGW	-	350	-
No Removable CD/DVD Drive	429-AATO	-	350	-
Latitude 5410 Bottom Door	321-BFGT	-	350	-
No AutoProtect	340-CKSZ	-	350	-
EPEAT 2018 Registered (Good)	379-BDZB	-	350	-
Delimited Hardware Warranty Extended Year(s)	975-3461	-	350	-
Delimited Hardware Warranty	997-8317	-	350	-
Onsite/In-Home Service After Remote Diagnosis, 1 Year	997-8328	-	350	-
Onsite/In-Home Service After Remote Diagnosis, 2 Year Extended	997-8332	-	350	-
Accidental Damage Service, 3 Years	815-9459	-	350	-

			Qty	Subtotal
Dell Thunderbolt Dock- WD19TB	\$218.26	650		\$141,869.00

Estimated delivery purchased today:
Sep. 10, 2020
Contract # C000000005003
Customer Agreement # M0483/19TELE00656

Description	SKU	Unit Price	Qty	Subtotal
Dell Thunderbolt Dock- WD19TB	210-ARIK	-	650	-
Advanced Exchange Service, 3 Years	824-3984	-	650	-
Delimited Hardware Warranty	824-3993	-	650	-
			Qty	Subtotal
Dell Optical Mouse - MS116 (Black)		\$18.69	400	\$7,476.00

Estimated delivery if purchased today:
Sep. 10, 2020
Contract # C000000005003
Customer Agreement # M0483/19TELE00656

Description	SKU	Unit Price	Qty	Subtotal
DELL Opt ca MOUSE - MS116	275-BBCB	-	400	-
			Qty	Subtotal
		\$16.99	400	\$6,796.00

Dell KB216 Dell Wired Keyboard

Estimated delivery if purchased today:
Sep. 10, 2020
Contract # C000000005003
Customer Agreement # M0483/19TELE00656

Description	SKU	Unit Price	Qty	Subtotal
Dell KB216 Dell Wired Keyboard	580-ADMT	-	400	-

Subtotal:	\$787,618.00
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$787,618.00

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges stated on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@de .com or ARSaesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.de .com/terms or www.de .com/oemterms), or for cloud/as-a-Serv offer offerings, the applicable cloud terms of service (defined on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.De .com/evaluation. Descriptions and terms for Supplier-branded standard services are stated at www.de .com/servicecontracts/goba or for certain infrastructure products at www.de .com/en-us/customer-services/product-warranty-and-service-descriptions.htm

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services stated on this Quote are subject to additional, specific terms stated on www.de .com/offerspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on a standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) stated in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronic linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

Customer agrees to accept delivery of its order within a reasonable amount of time from when the order is shipped.



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
OFFICE OF THE DIRECTOR
33 WEST STATE STREET
P. O. BOX 039

TRENTON, NEW JERSEY 08625-0039

<https://www.njstart.gov>

Telephone (609) 292-4886 / Facsimile (609) 984-2575

PHILIP D. MURPHY
Governor

ELIZABETH MAHER MUOIO
State Treasurer

SHEILA Y. OLIVER
Lt. Governor

MAURICE A. GRIFFIN
Acting Director

CHANGE ORDER #07 M-0483 Extension #04

SOLICITATION # 24098

TO: All Using Agencies

DATE: March 20, 2020

FROM: [REDACTED]
Procurement Bureau

SUBJECT: NASPO ValuePoint Computer Hardware

CONTRACT PERIOD: **Original Term:** October 1, 2015 to March 31, 2017
1st Extension: April 1, 2017 to March 31, 2018
2nd Extension: April 1, 2018 to March 31, 2019
3rd Extension: April 1, 2019 to March 31, 2020
This Extension: April 1, 2020 to July 31, 2021

Please be advised that Blanket P.O.s on M0483 has been extended as noted:

Vendor	State Blanket P.O. #
Axellio, Inc.	89983
Transource Services Corp.	89982
Pure Storage, Inc.	89981
Panasonic	89980
NetApp Inc.	89977
Howard Technology Solutions	89976
Hitachi Data Systems Corporation	89975
HP Inc.	89974
Fujitsu America, Inc.	89972
EMC Corporation	89968
CISCO Systems	89966
Ace Technology Partners, LLC	89964
Oracle America Inc.	42967
Microsoft Corporation	40166

Lenovo US	40121
Hewlett Packard Enterprise Company	40116
IBM Corporation	40047
ByteSpeed, LLC	18-TELE-00374
Dell Marketing L.P.	19-TELE-00656

All prices, terms and conditions will remain unchanged.

Please file a copy of this Change Order with your Notice of Award for future reference.

**STATE OF NEW JERSEY**PROCUREMENT BUREAU
33 WEST STATE ST 9TH FL TRENTON, NJ 08625-0230**MULTI-STATE CONTRACT**COMPUTER EQUIPMENT, PERIPHERALS
& RELATED SERVICESNUMBER : A89867
DATE : 03/30/17
BUYER : JAMES E STRYPE
PHONE : (609) 341-2977
EFFECTIVE DATE : 10/01/15
EXPIRATION DATE : 03/31/20
T-NUMBER : M0483
CONTRACTOR : DELL MARKETING LP

PAGE: 1

DELL MARKETING LP
ACH ELECTRONIC PAYMENT
ONE DELL WAY
ROUND ROCK

TX 78682

VENDOR NO. : 742485040 08
VENDOR PHONE : (800)981-3355
FEIN/SSN : 742616805
REQ AGENCY : 822050
PROCUREMENT BUREAUAGENCY REQ NO. :
PURCH REQ NO. :
FISCAL YEAR : 16
COMMODITY CODE :
SOLICITATION # :
BID OPEN DATE : 00/00/00

TERM CONTRACT FROM: 10/01/15 TO: 03/31/20 ESTIMATED AMOUNT: \$ 2,808,895.85

1. ORDERING PERIOD: CONTRACT BEGINNING ORDERING PERIOD IS:10/01/15
CONTRACT ENDING ORDERING PERIOD DATE IS:03/31/20
2. F.O.B. POINT: DESTINATION
3. DELIVERY DELIVERY WILL BE MADE WITHIN 030 DAYS ARO UNLESS
SPECIFIED DIFFERENTLY ON EACH LINE OR UNLESS AN ALTERNATE
DELIVERY SCHEDULE IS INDICATED. AN ALTERNATE DELIVERY
SCHEDULE IS ENCLOSED HEREIN: NO
4. CASH DISCOUNT TERMS: CASH DISCOUNT TERMS ARE 00.00% DAYS.
5. PERFORMANCE BOND: PERFORMANCE BOND REQUIRED: NO ; DATE REQUIRED 00/00/00
AMOUNT \$0 ; PERCENT OF CONTRACT 0.00%
6. RETAINAGE: RETAINAGE PERCENT IS 0.00%
7. COOPERATIVE PROC: THIS CONTRACT IS AVAILABLE FOR POLITICAL SUBDIVISION USE UNDER
THE COOPERATIVE PROCUREMENT PROGRAM YES
8. BID REFERENCE NO: YOUR BID REFERENCE NUMBER IS:
9. AWARDED LINES: YOU WERE AWARDED 0 LINES FROM THE SOLICITATION NUMBER
THESE LINES ARE INCLUDED AS A PART OF THIS CONTRACT.
YOU WERE AWARDED 5 LINES FROM CO-OP REFERENCE #

ALL TERMS AND CONDITIONS AS A PART OF SOLICITATION NUMBER INCLUDING ANY ADDENDA
THERE TO AND ALSO INCLUDING THE BIDDER'S PROPOSAL AS ACCEPTED BY THE STATE ARE
INCLUDED HEREIN BY REFERENCE AND MADE PART HEREOF EXCEPT AS SPECIFIED HEREINTHIS IS NOTICE OF ACCEPTANCE BY THE DIRECTOR OF THE DIVISION OF PURCHASE AND
PROPERTY ACTING FOR AND ON BEHALF OF THE STATE OF NEW JERSEY, OF THE OFFER
REFERENCED ABOVE BY YOUR FIRM WHOSE NAME AND ADDRESS APPEAR ABOVE.

BUYER

DATE

FOR DIRECTOR

DATE

DIVISION OF PURCHASE AND PROPERTY

USING AGENCIES CANNOT PROCESS INVOICES FOR PAYMENT OF DELIVERED
GOODS AND/OR SERVICES UNTIL THE PROPERLY EXECUTED BOND HAS BEEN
RECEIVED AND ACCEPTED BY THE PURCHASE BUREAU.

VENDOR COPY

PRICE SHEET

MULTI-STATE CONTRACT

PROCUREMENT BUREAU
PURCHASE BUREAU
STATE OF NEW JERSEY
33 WEST STATE ST 9TH FL
PO BOX 230
TRENTON

NJ 08625-0230

NUMBER : A89967
T-NUMBER : M0483

CONTRACTOR: DELL MARKETING LP

PAGE

2

LINE NO.	COMMODITY/SERVICE DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE OR PERCENT DISCOUNTS	EXTENDED AMT IF APPLICABLE
	UNLESS SPECIFIED OTHERWISE BELOW: SHIP TO: R1 STATE-WIDE ONLY				
00001	COMMODITY CODE: 204-53-072691 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: DESKTOPS INCLUDING RELATED PERIPHERALS AND SERVICES.	1	EA	NET	
00002	COMMODITY CODE: 204-54-072692 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: LAPTOPS INCLUDING RELATED PERIPHERALS AND SERVICES.	1	EA	NET	
00003	COMMODITY CODE: 204-53-088303 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: TABLETS INCLUDING RELATED PERIPHERALS AND SERVICES.	1	EA	NET	
00004	COMMODITY CODE: 204-91-072697 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: SERVERS INCLUDING RELATED PERIPHERALS AND SERVICES.	1	EA	NET	
00005	COMMODITY CODE: 206-89-072698 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: STORAGE INCLUDING RELATED PERIPHERALS AND SERVICES.	1	EA	NET	

VENDOR COPY

**STATE OF NEW JERSEY**

PROCUREMENT BUREAU
33 WEST STATE ST 9TH FL TRENTON, NJ 08625-0230
MULTI-STATE CONTRACT

COMPUTER EQUIPMENT, PERIPHERALS
& RELATED SERVICES

NUMBER : A89867
DATE : 10/06/15
BUYER : VICENTE AZARCON
PHONE : (609) 292-0250
EFFECTIVE DATE : 10/01/15
EXPIRATION DATE : 03/31/17
T-NUMBER : M0483
CONTRACTOR : DELL MARKETING LP

PAGE: 1

DELL MARKETING LP
ACH ELECTRONIC PAYMENT
ONE DELL WAY
ROUND ROCK

TX 78682

VENDOR NO. : 742485040 08
VENDOR PHONE : (800)981-3355
FEIN/SSN : 742616805
REQ AGENCY : 822050
PROCUREMENT BUREAU

AGENCY REQ NO. :
PURCH REQ NO. :
FISCAL YEAR : 16
COMMODITY CODE :
SOLICITATION # :
BID OPEN DATE : 00/00/00

TERM CONTRACT FROM: 10/01/15 TO: 03/31/17 ESTIMATED AMOUNT: \$250,854,255.37

1. ORDERING PERIOD: CONTRACT BEGINNING ORDERING PERIOD IS:10/01/15
CONTRACT ENDING ORDERING PERIOD DATE IS:03/31/17
2. F.O.B. POINT: DESTINATION
3. DELIVERY DELIVERY WILL BE MADE WITHIN 030 DAYS ARO UNLESS
SPECIFIED DIFFERENTLY ON EACH LINE OR UNLESS AN ALTERNATE
DELIVERY SCHEDULE IS INDICATED. AN ALTERNATE DELIVERY
SCHEDULE IS ENCLOSED HEREIN:NO
4. CASH DISCOUNT TERMS: CASH DISCOUNT TERMS ARE 00.00% DAYS.
5. PERFORMANCE BOND: PERFORMANCE BOND REQUIRED:NO ; DATE REQUIRED 00/00/00
AMOUNT \$0 ; PERCENT OF CONTRACT 0.00%
6. RETAINAGE: RETAINAGE PERCENT IS 0.00%
7. COOPERATIVE PROC: THIS CONTRACT IS AVAILABLE FOR POLITICAL SUBDIVISION USE UNDER
THE COOPERATIVE PROCUREMENT PROGRAM YES
8. BID REFERENCE NO: YOUR BID REFERENCE NUMBER IS:
9. AWARDED LINES: YOU WERE AWARDED 0 LINES FROM THE SOLICITATION NUMBER
THESE LINES ARE INCLUDED AS A PART OF THIS CONTRACT.
YOU WERE AWARDED 5 LINES FROM CO-OP REFERENCE #

ALL TERMS AND CONDITIONS AS A PART OF SOLICITATION NUMBER INCLUDING ANY ADDENDA
THERETO AND ALSO INCLUDING THE BIDDER'S PROPOSAL AS ACCEPTED BY THE STATE ARE
INCLUDED HEREIN BY REFERENCE AND MADE PART HEREOF EXCEPT AS SPECIFIED HEREIN

THIS IS NOTICE OF ACCEPTANCE BY THE DIRECTOR OF THE DIVISION OF PURCHASE AND
PROPERTY ACTING FOR AND ON BEHALF OF THE STATE OF NEW JERSEY, OF THE OFFER
REFERENCED ABOVE BY YOUR FIRM WHOSE NAME AND ADDRESS APPEAR ABOVE.

BUYER

DATE

10/8/15

FOR DIRECTOR
DIVISION OF PURCHASE AND PROPERTY

DATE

10/16/15

USING AGENCIES CANNOT PROCESS INVOICES FOR PAYMENT OF DELIVERED
GOODS AND/OR SERVICES UNTIL THE PROPERLY EXECUTED BOND HAS BEEN
RECEIVED AND ACCEPTED BY THE PURCHASE BUREAU.

VENDOR COPY

PRICE SHEET		MULTI-STATE CONTRACT			
PROCUREMENT BUREAU PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE ST 9TH FL PO BOX 230 TRENTON NJ 08625-0230		NUMBER : A89967 T-NUMBER : M0483 CONTRACTOR: DELL MARKETING LP			PAGE 2
LINE NO.	COMMODITY/SERVICE DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE OR PERCENT DISCOUNTS	EXTENDED AMT IF APPLICABLE
	UNLESS SPECIFIED OTHERWISE BELOW: SHIP TO: R1 STATE-WIDE ONLY				
00001	COMMODITY CODE: 204-53-072691 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: DESKTOPS INCLUDING RELATED PERIPHERALS AND SERVICES.	1	EA	NET	
00002	COMMODITY CODE: 204-54-072692 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: LAPTOPS INCLUDING RELATED PERIPHERALS AND SERVICES.	1	EA	NET	
00003	COMMODITY CODE: 204-53-088303 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: TABLETS INCLUDING RELATED PERIPHERALS AND SERVICES.	1	EA	NET	
00004	COMMODITY CODE: 204-91-072697 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: SERVERS INCLUDING RELATED PERIPHERALS AND SERVICES.	1	EA	NET	
00005	COMMODITY CODE: 206-89-072698 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: STORAGE INCLUDING RELATED PERIPHERALS AND SERVICES.	1	EA	NET	

**AMENDMENT to STATE OF NEW JERSEY
PARTICIPATING ADDENDUM STANDARD TERMS AND CONDITIONS**

Under

**NASPO ValuePoint, formerly Western States Contracting Alliance ("WSCA")
Contract for Computer Equipment
Including Related Peripherals and Services
[State of Minnesota Master Contract Number MNWNC-108]**

THIS AMENDMENT to the State of New Jersey's Participating Addendum under the NASPO ValuePoint contract for Computer Equipment led by the State of Minnesota ("Participating Addendum"), is made effective as of October 1, 2015 or the last date of signature below, whichever is later ("effective date"), by and between Dell Marketing L.P., whose address is One Dell Way, Mail Stop 1-33, Round Rock, Texas, 78682 ("Contractor") and the State of New Jersey, Department of the Treasury, Division of Purchase and Property whose address is 33 West State Street, 8th Floor, P.O. Box 019, Trenton, New Jersey 08625, on behalf of the State of New Jersey and all Authorized Purchasers (collectively "State").

WHEREAS, the State and Contractor desire to amend certain provisions of the State of New Jersey Participating Addendum as more fully described below by entering into this Amendment; and

NOW, THEREFORE, for good and valuable consideration, the parties hereby agree as follows:

1. **Section 6.0 Modified WSCA Master Agreement Terms** - Delete Paragraph 1 and replace with the following:

Section B28, Acceptance And Acceptance Testing, in the Master Agreement is deleted in its entirety and replaced with the following:

28. ACCEPTANCE AND ACCEPTANCE TESTING

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 within thirty (30) calendar days following delivery of non-acceptance of a Product or completion of Service. In the event that the Contractor 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.

B. Acceptance Testing. The Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) and the Contract Vendor shall determine if Acceptance Testing is applicable and/or required for the purchase. The terms in regards to acceptance testing will be negotiated, in writing, as mutually agreed. If Acceptance Testing is NOT applicable, the terms regarding Acceptance in the Contract shall prevail.

2. **Terms and Conditions** - The parties agree to be bound by all other terms and conditions of the Participating Addendum not otherwise modified by this Amendment.
3. **Execution of Amendment** - The parties hereto agree that this Amendment may be executed in counterparts, each original signed page to become part of the original document.

IN WITNESS WHEREOF, authorized representatives of Contractor and the State have executed this Amendment to be effective as of the latest date provided below.

<p>State of New Jersey, Department of the Treasury, Division of Purchase and Property</p> <p>By: <u><i>Per MacMee</i></u> Name: <u><i>Peri MacMeeKin</i></u> Title: <u><i>Technology Licensing Officer</i></u> Date: <u><i>9/28/2015</i></u></p>	<p>CONTRACTOR</p> <p>By: <u><i>Steven Koloski</i></u> Name: <u><i>Steven Koloski</i></u> Title: <u><i>Contract Manager</i></u> Date: <u><i>August 23, 2015</i></u></p>
<p>Approved as to Form: John J. Hoffman Acting Attorney General of the State of New Jersey</p> <p>By: <u><i>[Signature]</i></u> Name: <u><i>Roger E. Gibson</i></u> Title: <u><i>Deputy Attorney General</i></u> Date: <u><i>9/10/15</i></u></p>	

STATE OF NEW JERSEY
PARTICIPATING ADDENDUM STANDARD TERMS AND CONDITIONS
Under

NASPO ValuePoint, formerly Western States Contracting Alliance ("WSCA")
Contract for Computer Equipment
Desktops, Laptops, Tablets, Servers, Storage and Ruggedized Devices
Including Related Peripherals and Services
[State of Minnesota Master Contract Number MNWNC-108]

This Participating Addendum is made as of October 1, 2015, or the last date of signature below, whichever is later (the "Effective Date"), by and between, Dell Marketing L.P., whose address is One Dell Way, Mail Stop 1-33, Round Rock, Texas, 78682 ("Contractor"), and the State of New Jersey, Department of the Treasury, Division of Purchase and Property ("Participating State" or "State") whose address is 33 West State Street, 8th Floor, P.O. Box 039, Trenton, New Jersey 08625, on behalf of the State of New Jersey and all "Authorized Purchasers" (as defined below). For clarification of references throughout this document, the term "State," in any form, refers to the State and any Authorized Purchaser, unless otherwise indicated.

WHEREAS, pursuant to N.J.S.A. 52:34-6.2, the Director (the "Director") of the Division of Purchase and Property, Department of the Treasury (the "Division") "may enter into cooperative purchasing agreements with one or more states for the purchase of goods and services;" and

WHEREAS, the State of Minnesota and Contractor have entered into Master Agreement # **MNWNC-108** (the "WSCA Master Agreement"), which may be found at the following URL:

<http://www.naspovaluepoint.org/#/contract-details/52/overview/general>, awarded in accordance with the State of Minnesota Request for Proposal for Computer Equipment; and

WHEREAS, the State of New Jersey participated in the publicly advertised, competitive bidding process with fifteen other states and evaluated the proposals; and

WHEREAS, the Director has determined that entering into a Participating Addendum with Contractor under the WSCA Master Agreement to provide computer equipment is the most cost effective method of procuring these products and services, and that it is in the best interest of the State to enter into a Participating Addendum with Contractor; and

WHEREAS, the parties seek to enter into this Participating Addendum to memorialize the terms of their contractual relationship;

NOW THEREFORE, for good and valuable consideration, receipt of which hereby acknowledged, the parties to this Participating Addendum hereby agree as follows:

1.0 Term and Extension Option; Order of Precedence; Entire Agreement:

1. The term of this Participating Addendum shall be effective from the Effective Date and shall continue for a period ending on the Termination Date of the WSCA Master Agreement or when this Participating Addendum is terminated in accordance with the WSCA Master Agreement or this Participating Addendum, whichever shall occur first. Notwithstanding anything to the contrary contained in the WSCA Master Agreement, the State reserves the right, in its sole discretion, to extend this Participating Addendum upon an extension of the WSCA Master Agreement under the same terms and conditions as stated in this Participating Addendum. Notwithstanding anything to the contrary contained in the WSCA Master Agreement, there shall be no automatic renewals of the Participating Addendum.
2. The order of precedence governing this Participating Addendum is set forth in Exhibit A, General Terms, Conditions & Instructions, Section 2, Conflict of Terms/Order of Precedence of the WSCA Master Agreement.
3. This Participating Addendum and the WSCA Master Agreement, as amended by this Participating Addendum, set forth the entire agreement between the parties and supersede all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. The terms and conditions of this Participating Addendum and the WSCA Master Agreement, as amended by the Participating Addendum, shall prevail and govern in the case of any inconsistent or additional terms added to or incorporated into this Participating Addendum or the WSCA Master Agreement by any subsequent purchase order or otherwise, including, but not limited to a software license agreement or services agreement, including any third party software license agreement.
4. Consistent with Exhibit A, General Terms, Conditions & Instructions, Section 2, Conflict of Terms/Order of Precedence of the WSCA Master Agreement, in the event of any conflict between the terms of this Participating Addendum and the terms of the WSCA Master Agreement or any documents constituting part of the WSCA Master Agreement, the terms of this Participating Addendum shall prevail.
5. References to external documentation; Software License Agreements-
 - a. Any external information incorporated by reference within any of the documents comprising the Agreement, as defined in Section 2.0(1) below, including, without limitation, software license agreements or services agreements, are subject to the terms and conditions of this Participating Addendum. In the event of a conflict, the terms of this Participating Addendum shall prevail.
 - b. Any changes in the information incorporated by reference by any of the documents that comprise the Agreement, including, without limitation, software license agreements or services agreements, are subject to the terms and conditions of this Participating

Addendum. In the event of a conflict, the terms of this Participating Addendum shall prevail.

- c. Any reference in Contractor's documents to website URLs that contain additional terms and conditions are subject to the terms and conditions of this Participating Addendum. In the event of a conflict, the terms of this Participating Addendum shall prevail.

6. Amendments - This Participating Addendum may not be amended except in a writing signed by both parties.

2.0 Scope of Services:

1. The WSCA Master Agreement, together with its exhibits, as now or hereafter amended, made by the original parties thereto during the term of this Participating Addendum, is incorporated herein as if set forth at length. For the avoidance of doubt, the term "WSCA Master Agreement," as used herein, includes the WSCA Master Agreement, its exhibits, the Solicitation (RFP), and Contractor's response to the Solicitation, as expressly accepted, in writing, into the WSCA Master Agreement, as an exhibit or attachment. All rights and obligations between the parties are governed by the terms of the WSCA Master Agreement, as amended by this Participating Addendum (collectively, the "Agreement").
2. The suite of products and services available under this Participating Addendum to any Authorized Purchaser (as hereinafter defined) are as set forth in the price lines in New Jersey Contract Number 89967. The full suite of product and service offerings available under the WSCA Master Agreement may be procured under this Participating Addendum. However, notwithstanding anything to the contrary contained in the WSCA Master Agreement, the Contractor may not sell Third Party Products (as defined in the RFP) under this Participating Addendum if the Third Party Products were manufactured by another Contractor that has been awarded a Participating Addendum by the State.
3. The Contractor shall deliver a copy of the required summary and detailed sales reports described in Section B27 of the WSCA Master Agreement ("Reports") to the Procurement Specialist and State Contract Manager within ten (10) days of providing the Reports to the Lead State and WSCA-NASPO. The Reports may be limited to Sales made to Authorized Purchasers under this Participating Addendum.

3.0 Restrictions:

1. This Participating Addendum incorporates all restrictions provided in Section G of the Minnesota Request for Proposal, Computer Equipment, except for Item G(a)(4). Middleware may accompany the initial purchase of equipment if it is directly related to, and required to operate, the equipment purchased. Middleware may not be purchased after the initial purchase of equipment. This restriction may be waived on a case by case basis in the sole discretion of the Director.

2. Configuration Limits - The following configuration limits apply to all purchases made under this Participating Addendum. The dollar limits are based on a SINGLE computer configuration. This is NOT a restriction on the purchase of multiple configurations.

ITEM	CONFIGURATION
Server	\$750,000
Storage	\$1,000,000
Desktops	\$15,000
Laptops	\$15,000
Tablets	\$10,000
Peripherals	\$50,000
Services	No dollar limit

These configuration limits may be waived on a case by case basis or adjusted via the State's contract Method of Operation in the sole discretion of the Director.

3. Services -

- a. The following services are permitted under this Participating Addendum: installation/de-installation, maintenance, support, training, migration, optimization of products supplied under this Participating Addendum, asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, and technical support services required for the effective operation of a product.
- b. Contractor may provide limited professional services associated with the equipment and configuration of the equipment purchased.
- c. Services purchased under this Participating Addendum must be directly related to equipment purchased under this Participating Addendum.

4. Leasing and rental of equipment is not permitted under this Participating Addendum for State agencies. Authorized Purchasers, as defined in Section 5.0(2)-(5) may finance their purchase, if permitted under law. If financing is through a lease agreement, that agreement is separate from this Participating Addendum and is between the Contractor and the respective Authorized Purchaser only.

4.0 Termination of Contract:

1. For Convenience-

Notwithstanding any provision or language in the WSCA Master Agreement to the contrary, the Director may terminate at any time, in whole or in part, this Participating Addendum or any contract entered into pursuant to this Participating Addendum, for the convenience of the State, upon no less than forty-five (45) days written notice to the Contractor. Termination under this paragraph will not terminate unfulfilled orders placed by Authorized Purchasers prior to the effective date of termination.

2. For cause-

- A. Where the Contractor fails to perform or comply with the Agreement or a portion thereof, and/or fails to comply with the complaints procedure in N.J.A.C. 17: 12-4.2 et seq., the Director may terminate this Participating Addendum, in whole or in part,

upon thirty (30) days' notice to the Contractor with an opportunity to respond and cure within the thirty day period.

- B. Where in the reasonable opinion of the Director, the Contractor continues to perform poorly under the Agreement as demonstrated by e.g., formal complaints, late delivery, poor performance of service, short-shipping, so that the Director is required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq., and there has been a failure on the part of the Contractor to make progress towards ameliorating the issue(s) or problem(s) set forth in the complaint the Director may terminate this Participating Addendum, in whole or in part, upon thirty (30) days' notice to the Contractor with an opportunity to respond prior to termination.
- C. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond.
- D. In the event of termination under this section, the Contractor will be compensated for work performed or goods supplied in accordance with the Agreement, up to the date of termination. Such compensation may be subject to adjustments.
- E. The Contractor shall not have the right to terminate this Participating Addendum. Any provisions in the WSCA Master Agreement regarding the Contractor's right to terminate or cancel this Participating Addendum are superseded by and replaced in their entirety by this Section 4.0 of this Participating Addendum. However, in the event that an Authorized Purchaser violates its obligations under the Agreement, Contractor may refuse to accept or process orders from such Authorized Purchaser immediately upon written notice to the State and such Authorized Purchaser, until such time as Authorized Purchaser submits a plan to correct such violations satisfactory to Contractor, which approval will not be unreasonably withheld. Notwithstanding anything to the contrary, Contractor shall continue to process orders submitted by other Authorized Purchasers.
- F. The following provisions shall survive termination of this Participating Addendum: Section 1.0 Term and Extension Option; Order of Precedence; Entire Agreement; Section 4.0(F) Termination of Contract; Section 6.0 Modified WSCA Master Agreement Terms; Section 9.0 Delivery Guarantees; Section 10.0 Performance Guarantee; Section 11.0 State Laws Requiring Mandatory Compliance by All Contractors (Compliance - Data and Privacy Laws); Section 11.0 State Laws Requiring Mandatory Compliance by All Contractors (Open Public Records Act); Section 14.0 Liabilities (Indemnification); Section 14.0 Liabilities (Limitation of Liability); Section 15.0 Miscellaneous (Confidentiality); Section 15.0 Miscellaneous (Governing Law; Jurisdiction); Section 15.0 Miscellaneous (Maintenance of Records); Section 15.0 Miscellaneous (Software Audits); Section 15.0 Miscellaneous (Ownership); Section 15.0 Miscellaneous (No Warranties); Section 15.0 Miscellaneous (Data Storage); Section 18.0 Primary Contacts.

5.0 Authorized Purchasers:

"Authorized Purchasers" under this Participating Addendum shall mean the State and the following:

1. State agencies.
2. Quasi-State Agencies - A "Quasi-State Agency" is any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member, as defined in N.J.S.A. 52:27B-56.1, provided that any sale to any such bi-state governmental entity is for use solely within the State of New Jersey.
3. Political Subdivisions, Volunteer Fire Departments And First Aid Squads, And Independent Institutions Of Higher Education - Counties, municipalities and school districts as defined in N.J.S.A. 52:25-16.1., volunteer fire departments, volunteer first aid squads and rescue squads as defined in N.J.S.A. 52:25-16.2, independent institutions of higher education as defined in N.J.S.A. 52:25-16.5, provided that each purchase by the independent institution of higher education shall have a minimum cost of \$500. The extension to counties, municipalities, school districts, volunteer fire departments, first aid squads and independent institutions of higher education must be under the same terms and conditions, including price, applicable to the State.
4. State Colleges -in accordance with N.J.S.A. 18A:64-60.
5. County Colleges - in accordance with N.J.S.A. 18A:64A- 25.9.

All participants other than the State and State agencies are responsible for the full cost of their purchases.

6.0 Modified WSCA Master Agreement Terms:

1. Section B28, Acceptance And Acceptance Testing, in the Master Agreement is deleted in its entirety and replaced with the following:

28. ACCEPTANCE AND ACCEPTANCE TESTING

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 within sixty (60) calendar days following delivery of non-acceptance of a Product or completion of Service. In the event that the Contractor has not been notified within 60 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 61st 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.

B. Acceptance Testing. The Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) and the Contract Vendor shall determine if Acceptance Testing is applicable and/or required for the purchase. The terms in regards to acceptance testing will be negotiated, in writing, as mutually agreed. If Acceptance Testing is NOT applicable, the terms regarding Acceptance in the Contract shall prevail.

7.0 Authorized Resellers and Subcontractors:

Contractor has the right to utilize Authorized Resellers, as fulfillment agents under this Participating Addendum, e.g., for direct order taking, processing, fulfillment, invoicing, receiving payment, or provisioning. As used herein, the term "Authorized Reseller" shall include authorized partners, or similar authorized agents used by Contractor to provide the products and services described in the preceding sentence, as such terms are defined in the Solicitation (RFP) and the WSCA Master Agreement. However, this Participating Addendum may not be subcontracted or assigned by the Contractor, in whole or in part, without the prior written consent of the Director, which shall not be unreasonably withheld. Such consent, if granted, shall not relieve the Contractor of any responsibilities under this Participating Addendum. For the avoidance of doubt, the Contractor shall be responsible for obtaining all required forms from each Authorized Reseller or subcontractor and submit the required forms to the State. The State will not accept forms directly from an Authorized Reseller and/or subcontractor.

Contractor and the State agree to the minimum of 2 and maximum of 17 Authorized Resellers under this Participating Addendum.

Authorized Resellers may be removed and/or added upon a ten (10) business days' prior written notice to the State during the term of this Participating Addendum, but under no circumstance shall the total number of Authorized Resellers exceed the aforementioned maximum.

The Contractor and the State each reserve the right to remove an Authorized Reseller at its discretion for cause, for not meeting established vendor criteria under this Participating Addendum, or where the addition, or continued use, of the entity would violate any state or federal law or regulation. If an Authorized Reseller is removed for any reason, Contractor will name the alternate Authorized Reseller responsible to fulfill in a timely manner each responsibility of the removed Authorized Reseller.

The name, address and contact information for Contractor-approved Authorized Resellers shall be separately set forth at the Contractor's website, as amended by Contractor during the term of this Participating Addendum, including any applicable technical certifications or general limitations (e.g., geographic) or Contractor qualifying criteria as applicable (qualifying criteria).

For the avoidance of doubt, Contractor may also utilize a direct pay model.

Contractors may also utilize Partners, as defined in the RFP, which do not receive purchase orders, submit invoices, or receive payment. If utilized by Contractor and approved by the State, Partners are subject to the same requirements as a subcontractor as described in this Participating Addendum.

8.0 Ordering and Compensation:

Pricing shall be in accordance with the terms set forth in the WSCA Master Agreement, as amended by this Participating Addendum.

The State of New Jersey Contract number and the WSCA Master Agreement number (" , MNWNC-108") and the Contractor's Contract Code "WN23AGW" MUST be shown on all Purchase Orders issued against this Participating Addendum.

All orders and payments will be issued to either the Contractor or the Authorized Resellers selected by the State and shall be in accordance with the terms set forth in the WSCA Master Agreement, as amended by this Section 8.0 of this Participating Addendum.

In the event of a manufacturer's, Contractor's, or Authorized Reseller's price decrease, the State shall receive the full benefit of such price reduction on any subsequent new orders during the period that the applicable price reduction is in effect. Contractor will notify the State of any price reduction by posting the revised pricing on its website. Failure to report price reductions may result in cancellation of this Participating Addendum for cause.

The State of New Jersey's obligation to make payment under the Agreement is contingent upon the availability of appropriated funds and receipt of revenues from which payment for contract purposes can be made. No legal liability on the part of the State of New Jersey for payment of any money shall arise unless and until funds are appropriated each fiscal year to the using agency which is an Authorized Purchaser by the New Jersey State Legislature and made available through receipt of revenues. Notwithstanding the foregoing, the parties agree that performance under this contract is contingent upon the appropriation of funds.

Contractors or Authorized Resellers may be paid by the State through the Procurement card (p-card) at the time the original order is placed. P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions utilizing the p-card will usually result in payment to the Contractor or the Authorized Resellers in three (3) days. The Contractor and the Authorized Reseller should take note that there will be a transaction processing fee for each p-card transaction. To participate, the Contractor or Authorized Reseller must be capable of accepting the applicable credit card.

Payments shall be made to the Authorized Resellers or Contractors pursuant to the provisions of the New Jersey Prompt Payment Act, N.J.S.A. 52:32-33 et seq. The Act requires state agencies to pay for goods and services within sixty (60) days of the state agency's receipt of a properly executed State Payment Voucher. Interest will be paid on delinquent accounts at a rate established by the New Jersey State Treasurer (the "State Treasurer"). Interest will not be paid until it exceeds \$5.00 per properly executed invoice.

Cash discounts and other payment terms included as part of the Agreement are not affected by the Prompt Payment Act.

Contractor and Authorized Resellers are encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the lowest quote.

Discount periods shall be calculated starting from the next business day after the recipient has accepted the goods or services received a properly signed and executed State Payment Voucher form and, when required, a properly executed performance security, whichever is latest.

The date on the check issued by the State in payment of that Voucher shall be deemed the date of the State's response to that Voucher.

9.0 Delivery Guarantees:

Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the WSCA Master Agreement, as amended by this Participating Addendum.

The Contractor shall be responsible for the delivery of new or "like-new" products to the State under this Participating Addendum and in accordance with good commercial practice. "Like-new" products will be identified as "like-new" and will be furnished at a price discounted from the price of the equivalent new product unless the "like-new" product is warranted as new, in which case it need only be identified as "like-new."

Products delivered must be strictly in accordance with the WSCA Master Agreement, as amended by this Participating Addendum.

In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the WSCA Master Agreement, the State shall be authorized to obtain the product or service from any available source.

10.0 Performance Guarantee:

The Contractor hereby certifies that:

1. The equipment offered is standard, new or "like-new" equipment, with available parts regularly used for the type of equipment offered; that such parts are all in production; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. In the event that a warranty claim occurs during the warranty period as set forth in the WSCA Master Agreement, warranty hardware replacement may consist of "like-new" parts.
2. All equipment supplied under this Participating Addendum and operated by electrical current is UL listed where applicable.
3. The Contractor and/or Authorized Reseller shall render prompt warranty service without charge, regardless of geographic location within the continental United States.

4. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
5. Trained and/or Contractor-certified technicians and/or engineers are regularly employed to make necessary repairs to equipment as detailed in Contractor's support program documentation contained in the WSCA Master Agreement, within the time accepted as industry practice.
6. Contractor represents that it has made commercially reasonable efforts to prevent, at the time of delivery and installation of the software provided pursuant to this Participating Addendum, its product from containing what are commonly defined as viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the software, collect unlawful personally identifiable information on users, or prevent the software from performing as required under this Participating Addendum.
7. All services rendered under this Participating Addendum shall be performed in strict and full accordance with the specifications stated in the WSCA Master Agreement, as amended by this Participating Addendum. The services agreement shall not be considered complete until final approval by the State is rendered.

11.0 State Laws Requiring Mandatory Compliance by All Contractors:

1. State Law Requiring Mandatory Compliance by All Contractors-

The statutes, laws or codes cited are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.

2. Ownership Disclosure-

Pursuant to N.J.S.A. 52:25-24.2, contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of the bid submission, the bidder disclosed the names and addresses of all of its owners holding 10% or more of the corporation or partnership's stock or interest during the term of the Contract. The Contractor has the continuing obligation to notify the Division of any change in its ownership affecting 10% or more of its ownership as soon as such change has been completed.

3. Business Registration-

Pursuant to N.J.S.A. 52:32-44, the State is prohibited from entering into a contract with an entity unless the bidder and each subcontractor named in the proposal have a valid Business Registration Certificate on file with the Division of Revenue.

The Contractor and any subcontractor providing goods or performing services under this Participating Addendum, and each of their affiliates, must comply with P.L. 2004, c. 57, which requires the Contractor and its subcontractor to collect and remit applicable State sales and use tax to the New Jersey Division of Taxation on the sale of all goods and services in the State of

New Jersey subject to the provisions of the "Sales and Use Tax Act," P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.)

4. Anti-discrimination-

All parties to any contract with the State of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A.10:5-1 et seq. and N.J.S.A.10:5-31 through 10:5-38, and all rules and regulations issued there under.

5. Additional Affirmative Action Requirements-

N.J.S.A. 10:5-33 and N.J.A.C. 17:27-3.5 require that during the performance of the Agreement, the Contractor must agree as follows:

1. The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;
2. The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;
3. The Contractor or subcontractor where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

N.J.A.C. 17:27-3.7 requires all contractors and subcontractors, if any, to further agree as follows;

1. The Contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

2. The Contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
3. The Contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
4. In conforming with the targeted employment goals, the Contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

6. New Jersey Prevailing Wage Act-

Pursuant to the New Jersey Prevailing Wage Act (N.J.S.A. 34: 11-56.26 et seq.), Contractor guarantees that it has not been suspended or debarred by the Commissioner, New Jersey Department of Labor and Workforce Development, for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; Contractor also guarantees that it will comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required and to the extent applicable to this Participating Addendum.

7. Americans with Disabilities Act-

The Contractor and its Authorized Resellers agree to abide by the provisions of the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.

8. MacBride Principles-

Contractor must certify pursuant to N.J.S.A. 52:34-12.2 that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

9. Pay to Play Prohibitions-

Pursuant to N.J.S.A. 19:44A-20.13 et seq (L.2005, c. 51), and specifically, N.J.S.A. 19:44A-20.21, it shall be a breach of the terms of the contract for Contractor to:

1. Make or solicit a contribution in violation of the statute;

2. Knowingly conceal or misrepresent a contribution given or received;
3. Make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
4. Make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor, or to any State or county party committee;
5. Engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation;
6. Fund contributions made by third parties, including consultants, attorneys, family members, and employees;
7. Engage in any exchange of contributions to circumvent the intent of the Legislation; or
8. Directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

10. Political Contribution Disclosure-

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.27 (L. 2005, c. 271, §3 as amended) if in a calendar year the Contractor receives one or more contracts valued at \$50,000.00 or more. It is the Contractor's responsibility to determine if filing is necessary. Failure to file can result in the imposition of penalties by ELEC. Additional information about this requirement is available from ELEC by calling 1(888) 313-3532 or on the internet at <http://www.elec.state.nj.us/>.

11. Standards Prohibiting Conflict of Interest-

The following prohibitions on Contractor activities shall apply to all contracts and purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988). As used below, "vendor" means any person, firm, corporation, or other entity which provides or offers or proposes to provide goods or services to or perform any contract for any State agency. As used below, "State agency" means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch, and, to the extent consistent with law, any interstate agency to which New Jersey is a party and any independent State authority, commission, instrumentality or agency. A county or municipality shall not be deemed an agency or instrumentality of the State.

1. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e, in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i of

any such officer or employee, or partnership, firm or corporation with which they are employed or associated or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.

2. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
3. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee or having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding the present or proposed relationship does not present the potential, actuality or appearance, of a conflict of interest.
4. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
5. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employees or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
6. The provisions cited in this paragraph shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with the Contractor under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines in the Executive Commission on Ethical Standards may promulgate under the provisions contained herein.

12. Set-Off for State Tax Notice-

Please be advised that, pursuant to P.L 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off

that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within thirty (30) days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.

13. Compliance Laws-

The Contractor agrees to comply with all local, State and federal laws, rules and regulations applicable to this Participating Addendum and to the goods delivered and/or services performed hereunder.

14. Compliance State Laws-

It is agreed and understood that any contracts and/or orders placed under this Participating Addendum shall be governed and construed and the rights and obligations of the parties hereto and of the Authorized Purchasers shall be determined in accordance with the laws of the State of New Jersey, including without limitation, by the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq., without reference to conflict of laws principles, and any and all litigation arising therefrom or related thereto shall be filed in the appropriate Division of the New Jersey Superior Court.

15. Compliance - Data and Privacy Laws -

The Contractor agrees to comply with all State and Federal data and privacy laws, rules and regulations applicable to Contractor under the Agreement.

16. Open Public Records Act-

All documents and information submitted by Contractor to the State under this Participating Addendum are considered public information, notwithstanding any disclaimers to the contrary submitted by a Contractor, except as may be exempted from public disclosure by the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law.

17. Prohibited Investment in Iran -

Pursuant to N.J.S.A. 52:32-55 et seq., the Contractor must utilize the Disclosure of Investment Activities in Iran form to certify that neither the Contractor, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Contractor, nor one of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Contractor is unable to

so certify, the Contractor shall provide a detailed and precise description of such activities as directed on the form.

18. Organ and Tissue Donation -

As required by N.J.S.A. 52:32-33.1, the State encourages Contractors to disseminate information relative to organ donation and to notify its employees, through information and materials or through an organ and tissue awareness program, of organ donation options. The information provided to employees should be prepared in collaboration with the organ procurement organizations designated pursuant to 42 U.S.C. §1320b-8 to serve in this State.

12.0 State Laws Requiring Mandatory Compliance by Contractors Under Circumstances Set Forth in Law or Based on the Type of Contract

1. Compliance Codes-

The Contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The Contractor will be responsible for securing and paying all necessary permits, where applicable.

2. Public Works Contractor Registration Act-

The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractor(s) who engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464.

3. Worker and Community Right to Know Act-

The provisions of N.J.S.A. 34:5A-1 et seq. which requires the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the Contractor in compliance with the provisions of the statute.

4. Buy American-

Pursuant to N.J.S.A. 52:32-1, if manufactured items or farm products will be provided under this contract to be used in a public work, they shall be manufactured or produced in the United States and the Contractor shall be required to so certify.

Upon the State's request, Contractor agrees to assist the State in identifying products that meet the State's requirements under Section 12.0 (State Laws Requiring Mandatory Compliance by All Contractors - Buy American) of this Participating Addendum on a per purchase basis.

13.0 Provisions Applicable to Services Being Provided under a Statement of Work

1. State's Option to Reduce Scope of Work -

The State has the option, in its sole discretion, to reduce the scope of work for any deliverable, task or subtask called for under a Statement of Work. In such an event, the Director shall provide to the Contractor advance written notice of the change in scope of work and what the Director believes should be the corresponding adjusted contract price. Within five (5) business days' of receipt of such written notice, if either is applicable:

(a) If the Contractor does not agree with the Director's proposed adjusted contract price, the Contractor shall submit to the Director any additional information that the Contractor believes impacts the adjusted contract price with a request that the Director reconsider the proposed adjusted contract price. The parties shall negotiate the adjusted contract price. If the parties are unable to agree on an adjusted contract price, the Director shall make a prompt decision taking all such information into account, and shall notify the Contractor of the final adjusted contract price. In the event Contractor disagrees with the final adjusted price, Section 15.0 (Miscellaneous - Alternative Dispute Resolution) shall apply.

(b) If the Contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the Contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the Contractor shall submit to the Director an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Director may request. The Director shall make a prompt decision taking all such information into account, and shall notify the Contractor of the compensation to be paid for such work effort.

2. Change in Law -

Whenever a change in applicable law or regulation affects the scope of work, the Director shall provide written notice to the Contractor of the change and the Director's determination as to the corresponding adjusted change in the scope of work and corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:

(a) If the Contractor does not agree with the adjusted contract price, the Contractor shall submit to the Director any additional information that the Contractor believes impacts the adjusted contract price with a request that the Director reconsider the adjusted contract price. The Director shall make a prompt decision taking all such information into account, and shall notify the Contractor of the final adjusted contract price.

(b) If the Contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the Contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the Contractor shall submit to the Director an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Director may request. The Director shall make a prompt decision taking all such information into account, and shall notify the Contractor of the compensation to be paid for such work effort. In the event Contractor disagrees with the final adjusted

price, Section 15.0 (Miscellaneous - Alternative Dispute Resolution) shall apply.

3. Suspension of Work -

The State may, for valid reason, issue a stop order directing the Contractor to suspend work under the contract for a specific time. The Contractor shall be paid for goods ordered, goods delivered, or services requested and performed until the effective date of the stop order. The Contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the Contractor's approved schedule of performance. The Director shall make an equitable adjustment, if any is required, to the contract price. The Contractor shall provide whatever information that Director may require related to the equitable adjustment. In the event Contractor disagrees with the final adjusted contract price, Section 15.0 (Miscellaneous - Alternative Dispute Resolution) shall apply.

14.0 Liabilities:

Indemnification-

The Contractor shall indemnify, defend, and save harmless the State and its employees, from and against any and all third party claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, tangible property (not including lost or damaged data) or injury or damage to the person, body or property (not including lost or damaged data) of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or products supplied under the Agreement.

Contractor shall also indemnify, defend, and save harmless the State and its employees, from and against any and all third party claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith for or on account of the use of any U.S. registered copyrighted composition, U.S. issued patent, or trade secret, furnished or used in the performance of the Agreement.

In the event of a third party patent and copyright claim or suit, the Contractor, at its option, may: (1) procure for the State the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties. The State will (1) promptly notify Contractor in writing of the claim; (2) provide reasonable assistance to Contractor in defending or settling the claim, including the selection of attorneys. The State must agree to any settlement of an alleged claim, which approval shall not be unreasonably withheld. The State may observe the proceeding and confer with Contractor at its own expense. In addition, the State retains the right to take over its defense, at its own cost, upon reasonable notice to Contractor. Where a claim involves State-specific issues, as hereinafter defined, or if a claim includes a claim(s) unrelated to claims of infringement, then the State retains the right to take over the defense of any State-specific issues(s) or those unrelated to infringement. "State-specific issues" shall include,

without limitation, any claims, arguments, or positions concerning the State's sovereign, statutory, or other immunities.

Notwithstanding the foregoing, Contractor has no obligation or liability for any patent or copyright claim or suit arising from: (1) the unauthorized combination, operation, or use of a product supplied under this Participating Addendum with any product, device, or software not supplied by Contractor; (2) the unauthorized alteration or modification of any product supplied under this Participating Addendum; (3) Contractor's compliance with the State's designs, specifications, requests, or instructions, provided that if the State provides Contractor with the State's designs, specifications, requests, or instructions, Contractor shall review same and advise whether there are any foreseeable issues of patent or copyright infringement; or (4) the State's failure to promptly implement a required update, use a new version of the Product, or to make a change or modification to the product if requested in writing by Contractor. This Section states the entire obligation of Contractor and its suppliers, and the exclusive remedy of the State, in respect of any infringement or alleged infringement of any intellectual property rights or proprietary rights. This indemnity obligation and remedy are given to the State solely for its benefit and in lieu of, and Contractor disclaims, all warranties, conditions and other terms of non-infringement or title with respect to any product.

Notwithstanding anything to the contrary contained in the WSCA Master Agreement, the State shall not be responsible for the Contractor's attorney fees and/or expenses.

The Contractor's indemnification and liability is not limited by, but is in addition to the insurance obligations contained in this Participating Addendum.

Notwithstanding anything to the contrary in the Agreement or any contract document, under no circumstances will the State indemnify, defend or hold harmless Contractor and any such provision in the WSCA Master Agreement or any contract document shall be of no force and effect. The State will not pay or reimburse for claims absent compliance with the terms of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. and the Contractual Liability Act, N.J.S.A. 59:13-1 et seq. and a determination by the State to pay the claim or a final order of a court of competent jurisdiction.

Limitation of Liability-

Contractor's liability arising out of or in connection with this Participating Addendum is limited to the lesser of two times (2x) the amount paid by the State under this Participating Addendum over the prior twelve months or \$5 million. Notwithstanding the preceding sentence, in no event shall the limit of liability be less than \$250,000. In no event shall Contractor be liable for any punitive, special, indirect, or consequential damages arising out of this Participating Addendum. This limitation on liability shall not apply to Contractor's obligation to indemnify, defend, and save harmless the State and its employees as described in this Participating Addendum.

Insurance-

The Contractor shall secure and maintain in force for the term of this Participating Addendum insurance as provided herein. All required insurance shall be provided by insurance companies with an A- VIII or better rating by A.M. Best & Company.

The Contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof. If the Contractor receives a notice of cancellation, the Contractor will promptly replace such coverage so that no lapse in insurance occurs. Certificates of renewals shall be provided within five (5) business days of the replacement or renewal of the insurance.

The Contractor shall not begin to provide services or goods to the State or Authorized Purchaser, as applicable, until evidence of the required insurance is provided. The certificates of insurance shall indicate the contract number or purchase order and title of the contract in the Description of Operations box and shall list the State of New Jersey, Department of the Treasury, Division of Purchase & Property, Contract Compliance and Audit Unit, PO Box 236, Trenton, New Jersey 08625 in the Certificate Holder box. The certificates shall be emailed to the State at:

ccau.certificate@treas.state.nj.us

The insurance to be provided by the Contractor shall be as follows:

1. Occurrence Form Commercial General Liability Insurance or its equivalent: The annual policy limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Commercial General Liability Insurance policy or its equivalent shall include the State, its officers, and employees and Authorized Purchasers under Contract 89967 as "Additional Insureds." Such Commercial General Liability Insurance policy shall be written on a current standard Insurance Services Organization form, or its equivalent, and contain only such reasonable and customary exclusionary endorsements based on the Contractor's industry and size. The insurance obligations contained in this Participating Addendum are in addition to and shall not limit Contractor's obligations under this Participating Addendum, including, but not limited to, the Contractor's defense and indemnity obligations.
2. Automobile liability insurance which shall be written to cover any owned, non-owned, and hired automobile used by the insured. Annual policy limits of liability for bodily injury and property damage shall be \$1 million per occurrence or per accident as a combined single limit. The State, its officers, and employees and Authorized Purchasers under Contract 89967 must be included as "Additional Insureds."
3. Worker's Compensation Insurance applicable under the laws of the State of New Jersey and Employers Liability Insurance with limits of:
 - A. \$1,000,000 BODILY INJURY, EACH OCCURRENCE
 - B. \$1,000,000 DISEASE EACH EMPLOYEE
 - C. \$1,000,000 DISEASE AGGREGATE LIMIT
4. Professional Liability Insurance: The Contractor shall provide Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance to protect the Contractor from insured

liability arising out the professional obligations performed pursuant to the requirements of this Agreement. The insurance shall be in the amount of \$2,000,000 per claim and in the aggregate. If the Contractor has claims-made coverage and subsequently changes carriers during the term of the contract, the new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance shall provide retroactive coverage to the inception date of this contract or earlier.

Notwithstanding anything to the contrary herein, Contractor may meet the above insurance requirements via commercial insurance, self-insurance, or a combination of these options at Contractor's sole discretion. In addition, any combination of Primary, Umbrella, or Excess Liability policies may be used to meet any coverage or limits requirements listed above.

15.0 Miscellaneous:

Confidentiality-

a. The State's obligation to maintain the confidentiality of Contractor's confidential information provided to the State under the Agreement is conditioned upon and subject to the State's obligations under the New Jersey Public Records Act, N.J.S.A. 47:1A-1 et seq., ("OPRA"), the New Jersey common law right to know, and any other lawful document request or subpoena.

b. By virtue of the Agreement, the parties may have access to information that is confidential to one another. The parties agree to disclose only information that is required for the performance of their obligations under the Agreement. Contractor's confidential information, to the extent not expressly prohibited by law, shall consist of all information clearly identified as confidential at the time of disclosure ("Contractor Confidential Information"). Notwithstanding the previous sentence, the Contractor acknowledges the terms and pricing of the contract are subject to disclosure under OPRA, the New Jersey common law right to know, and any other lawful document request or subpoena.

c. The Contractor shall treat as Confidential Information all information or data contained in documents supplied by the State, any information or data gathered by the Contractor in fulfillment of the contract and any analysis thereof (whether in fulfillment of the contract or not).

d. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain or publicly available through no act or omission of the other party, except that if the information is personally identifying to a person or entity regardless of whether it has become part of the public domain through other means, the other party must maintain full efforts under the Contract to keep it confidential; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

e. The parties agree to hold each other's Confidential Information in confidence, using at least the same degree of care in doing so that it uses

to protect its own confidential information, but not less than reasonable care.

f. In the event that the State receives a request for Contractor Confidential Information related to the contract pursuant to a court order, subpoena, lawful document request or other operation of law, the State agrees, if permitted by law, to provide Contractor with as much notice, in writing, as is reasonably practicable and the State's intended response to such request. Contractor shall take any action it deems appropriate to protect its documents and/or information.

g. In addition, in the event Contractor receives a request for State Confidential Information pursuant to a court order, subpoena, or other operation of law, Contractor shall, if permitted by law, provide the State with as much notice, in writing, as is reasonably practicable and Contractor's intended response to such request. The State shall take any action it deems appropriate to protect its documents and/or information. Notice to the State shall not relieve the Contractor of its obligation to take action to protect such information if the Contractor is aware of a legal reason to do so.

h. Notwithstanding the requirements of nondisclosure described in this Section 15.0, Miscellaneous (Confidentiality) either party may release the other party's Confidential Information (i) if directed to do so by a court or arbitrator of competent jurisdiction, (ii) pursuant to a lawfully issued subpoena or other lawful document request, (iii) in the case of the State, if the State determines the documents or information are subject to disclosure and Contractor does not exercise its rights as described in subsection 15.0 Miscellaneous (Confidentiality)(f), or if Contractor is unsuccessful in defending its rights as described in subsection 15.0 Miscellaneous (Confidentiality)(f), or (iv) in the case of Contractor, if Contractor determines the documents or information are subject to disclosure and the State does not exercise its rights as described in subsection 15.0 Miscellaneous (Confidentiality)(g), or if the State is unsuccessful in defending its rights as described in subsection 15.0 Miscellaneous (Confidentiality)(g).

i. Except as permitted above and for confidentiality obligations related to information about a party's intellectual property, which shall never expire, neither party will use or disclose the other's Confidential Information for seven (7) years after the termination of the Agreement or such longer time period as required by applicable law.

Contractor shall be liable for damages arising from its breach of the confidentiality obligations of this Participating Addendum.

Assignment of Antitrust Claim(s)-

The Contractor recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser. Therefore, and as consideration for executing this Participating Addendum, the Contractor, acting herein by and through its duly authorized agent, hereby conveys, sells, assigns, and transfers to the State of New Jersey, for itself and on behalf of its political subdivisions and public agencies, all right, title and interest to all claims and causes of action it

may now or hereafter acquire under the antitrust laws of the United States or the State of New Jersey, relating to the particular goods and services purchased or acquired by the State of New Jersey or any of its political subdivisions or public agencies pursuant to this Participating Addendum.

In connection with this assignment, the following are the express obligations of the Contractor:

1. It will take no action which will in any way diminish the value of the rights conveyed or assigned hereunder.
2. It will advise the Attorney General of New Jersey:
 - a. in advance of its intention to commence any action on its own behalf regarding any such claim or cause(s) of action;
 - b. immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the pendency of such action.
3. It shall notify the defendants in any antitrust suit of the fact of the within assignment at the earliest practicable opportunity after the Contractor has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such notice will be sent to the Attorney General of New Jersey.

Furthermore, it is understood and agreed that in the event any payment under any such claim or cause of action is made to the Contractor, it shall promptly pay over to the State of New Jersey the allotted share thereof, if any, assigned to the State hereunder.

Mergers, Acquisitions and Dissolutions-

Merger or Acquisition:

If, during the term of this Participating Addendum, the Contractor shall merge with or be acquired by another firm, the Contractor shall give notice to the Director as soon as practicable and in no event longer than thirty (30) days after said merger or acquisition. Any such merger or acquisition will require the assignment of the WSCA Master Agreement, as amended by this Participating Addendum, pursuant to the provisions related thereto set forth therein. The Contractor shall provide such documents as may be requested by the Director, which may include but need not be limited to the following: corporate resolutions prepared by the Contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices; updated information including ownership disclosure and Federal Employer Identification Number. The documents shall be submitted within thirty (30) days of the request. Failure to do so may result in termination of this Participating Addendum for cause.

Dissolution:

If, during the term of this Participating Addendum, the Contractor's partnership, joint venture or corporation shall dissolve, the Director must be so notified. All responsible parties of the dissolved business entity must submit to the Director, in writing, the names of the parties proposed to perform under this Participating Addendum and the names of the parties to

whom payment should be made. No payment will be made until all parties to the dissolved business entity submit the required documents to the Director.

Independent Contractor -

The Contractor's status shall be that of an independent contractor and not as an employee of the State.

Announcements and/or Advertisements-

All publicity and/or public announcements pertaining to this Participating Addendum shall be approved in writing by the State prior to release.

Contractor must obtain prior written (email) approval, no less than seven (7) business days before release for any and all advertisements pertaining to this Participating Addendum during its effective term. Any and all Authorized Resellers may not directly send advertisements to any and all Authorized Purchasers without explicit written approval from the Contractor.

Contractor and/or Authorized Reseller Facilities Inspection-

The State reserves the right to inspect the Contractor and/or Fulfillment Partner's establishment for the purposes of ascertaining whether the Contractor has the necessary facilities for performing the Agreement, and for ongoing contract compliance.

Governing Law; Jurisdiction -

Any claims under this Participating Addendum and any and all litigation arising there from or related thereto shall be brought in State court in the State of New Jersey and governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles. The State of New Jersey's obligations under this Participating Addendum are subject to the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et. seq.), the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et. seq.) and the availability of funds.

Tax Exemption-

The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

Request for Additional Information-

The Director reserves the right to request relevant information from the Contractor, including factors necessary to evaluate the Contractor's financial capabilities to perform the Agreement. Further, the Director reserves the right to request a Contractor to explain to the Director's reasonable satisfaction, how the bid price was determined.

Maintenance of Records-

The Contractor shall maintain records for products and/or services directly related to sales orders and corresponding invoices, including product

specifications at time of shipping, issued in accordance with this Participating Addendum for a period of five (5) years from the date of final payment. Such records shall be made available to the State, including the State of New Jersey, Office of the State Comptroller, for audit and review.

Software Audits-

Notwithstanding anything to the contrary in the WSCA Master Agreement or Contractor's software license agreement, in the event that the Contractor seeks to exercise a right in in the WSCA Master Agreement or its software license agreement to audit the State's use of Contractor's Intellectual Property, as hereinafter defined under the heading "Ownership", the Contractor shall deliver simultaneous written notice, no less than thirty (30) days in advance of the audit start date (unless the Contractor's notice provides a longer notice period), to:

- a. the Director of the New Jersey Department of Treasury, Division of Purchase and Property:
Procurement Bureau, Technology Unit
P.O. Box 230
Trenton, NJ 08625-0230
- b. the Chief of Staff of the New Jersey Office of Information Technology:
Office of the Chief Technology Officer
300 Riverview Plaza
Trenton, NJ 08625
- c. and the State Contract Manager for this contract:

The notice shall reference the specific audit provision(s) in the WSCA Master Agreement or the Contractor's software license agreement being exercised and include copies of same, specify the means by which the Contractor will conduct the audit, and shall require the audit to be conducted in accordance with generally accepted standards in the field of such audits.

To the extent Contractor's license agreement permits Contractor to conduct periodic audits of the State's usage of the products and/or services provided thereunder, such provision is amended to include the following dispute resolution process:

- a. If the State, in good faith, provides Contractor with written notice of an alleged error in the amount of underpaid fees due Contractor as a result of an audit (the "dispute"), then the parties will endeavor to resolve the dispute in accordance with this paragraph. Each party will appoint a Vice President, Assistant Director, or the equivalent (hereinafter referred to as "Representative") to discuss the dispute and no formal proceedings for the judicial resolution of such dispute, except for the seeking of equitable relief or those required to avoid non-compliance with the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., may begin until either such Representative concludes, after a good faith effort to resolve the dispute, that resolution through continued discussion is unlikely. In addition, the parties shall refrain from exercising any termination right related to the dispute being considered under this paragraph and shall continue to

perform their respective obligations under the license agreement, while they endeavor to resolve the dispute under this paragraph.

Notwithstanding anything to the contrary in the WSCA Master Agreement or Contractor's software license agreement, the State will not pay or reimburse Contractor for costs or expenses associated with the performance of an audit.

In the event that the WSCA Master Agreement or the Contractor's software license agreement does not permit audits of the State's usage of the Contractor's Intellectual Property this provision shall not be interpreted to provide such an audit right.

Ownership -

State Intellectual Property - The State retains ownership of all State Intellectual Property provided to the Contractor pursuant to the Agreement. State Intellectual Property includes any intellectual property owned by the State. The State grants the Contractor a non-exclusive, royalty-free, license to use, copy, display, distribute, transit and prepare derivative works of State Intellectual Property and State data and background information only to fulfill the purposes of the Agreement. The State's license to the Contractor is limited by the term of the Agreement and the confidentiality obligations set forth in Section 15.0 Miscellaneous (Confidentiality) of this Participating Addendum.

No Warranties -

Notwithstanding anything to the contrary in the WSCA Master Agreement, the Contractor's software agreement or services agreement, the State makes no warranties unless they are expressly stated in this Participating Addendum.

Liquidated Damages-

A liquidated damages provision, if any, must be agreed to and signed by both parties and stated in the purchase order issued pursuant to this Participating Addendum in order to be in effect.

Data Storage -

Contractor must store all State data in Contractor's data centers located in the U.S. As used in this section 15.0 (Miscellaneous - Data Storage), the term "State data" shall not include information relating to equipment registration, technical support or maintenance, or sales and purchasing support.

Dispute Resolution -

The State and Contractor will attempt to resolve any dispute through face-to-face negotiation with persons fully authorized to resolve the dispute or through non-binding mediation utilizing a mediator agreed to by the parties, rather than through litigation. No formal proceedings for the judicial resolution of such dispute, except for the seeking of equitable relief or those required to avoid non-compliance with the New Jersey Contractual

Liability Act, N.J.S.A. 59:13-1 et seq., may begin until either such persons conclude, after a good faith effort to resolve the dispute, that resolution through continued discussion is unlikely.

16.0 Waiver:

No term or provision of this Participating Addendum shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by an individual authorized to so waive or consent. Any consent by either party to, or waiver of, a breach by the other whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for, any other breach or any subsequent breach, except as may be expressly provided in the waiver or consent.

17.0 The State of New Jersey Mandatory Certification Requirements:

The following are New Jersey procurement requirements that Contractor agrees to fulfill prior to the Effective Date. Some Authorized Purchasers may have additional requirements when placing an order and Contractor shall comply with same as necessary.

1. New Jersey Business Registration (N.J.S.A. 52:32-44);
2. Ownership Disclosure (N.J.S.A. 52:25-24.2);
3. Disclosure of Investment Activities in Iran (N.J.S.A. 52:32-55 et seq.)
4. Executed MacBride Principles (N.J.S.A. 52:34-12.2);
5. Completed Contractor Certification and Disclosure of Political Contributions (N.J.S.A. 19:44A-20:13 et. seq.);
6. Disclosure of Investigations and Actions Involving Bidder
7. Vendor Certification (P.L. 2005, c.271);
8. Proof of insurance as specified herein;
9. Proof of compliance with New Jersey Affirmative Action requirements (N.J.A.C. 17:27-1.1 et. seq.)
 - a. New Jersey Form AA-302 Affirmative Action Employee Information Report; or New Jersey Affirmative Action Certificate; or Federal Affirmative Action Approval Letter.

18.0 Primary Contacts:

The Division of Purchase and Property contact for this Participating Addendum is as follows:

Name:	[REDACTED]
Title:	Procurement Specialist
Participating Entity Name:	Division of Purchase and Property, Department of the Treasury State of New Jersey
Address:	33 West State Street, 8 th Floor PO Box 230 Trenton, New Jersey 08625-0230
Telephone:	[REDACTED]
Fax:	[REDACTED]
E-mail:	[REDACTED]

The State Contract Manager for this Participating Addendum is as follows:

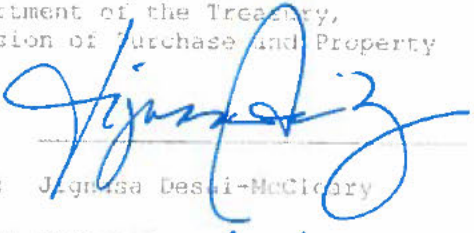

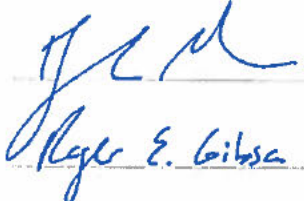
Name: [REDACTED]
Title: State Contract Manager
Participating Entity Name: Office of Information Technology,
State of New Jersey
Address: 300 Riverview Plaza
Trenton, New Jersey 08625
Telephone: [REDACTED]
E-mail: [REDACTED]

The primary Contractor contact for this Participating Addendum and the Master Agreement is as follows:

Name: Diane Wigington
Title: Post-Sales Contracts Manager
Contractor: Dell Marketing L.P.
Address: One Dell Way, Mail Stop 1-33
Round Rock, Texas 78682
Telephone: 512-728-4805
[REDACTED]

The parties hereto agree that this Participating Addendum may be executed in counterpart, each original signed page to become part of the original document.

IN WITNESS WHEREOF, authorized representatives of Contractor and the State have executed this Participating Addendum to be effective on the Effective Date.

<p>State of New Jersey, Department of the Treasury, Division of Purchase and Property</p> <p>By: </p> <p>Name: <u>Jignasa Desai-McCleary</u></p> <p>Title: <u>Director</u></p> <p>Date: <u>9/25/15</u></p>	<p>CONTRACTOR <u>Dell Marketing Corp.</u></p> <p>By: </p> <p>Name: <u>Steven Kolaska</u></p> <p>Title: <u>Contracts Manager</u></p> <p>Date: <u>8/14/2015</u></p>
<p>Approved as to Form: John J. Hoffman Acting Attorney General of the State of New Jersey</p> <p>By: </p> <p>Name: <u>Roger E. Gilson</u></p> <p>Title: <u>Deputy Attorney General</u></p> <p>Date: <u>9/10/15</u></p>	

