

**NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
PARTICIPATING ADDENDUM (“Addendum”)**

**SOFTWARE VALUE ADDED RESELLER (SVAR)
Administered by the State of Arizona (“Lead State”)**



MASTER AGREEMENT NO. CTR060024

Dell Marketing (“Contractor”)

And

The State of Louisiana (“Participating State”)
Participating State Contract Number: 4400026744

This Participating Addendum is entered into by Dell Marketing (“Contractor”) and the State of Louisiana (“Participating State” or “Participating Entity”) collectively (the “Parties”).

1. Scope

The following products or services are included under this Participating Addendum and State Contract Number 4400026744:

- Category 1 - General Software
- Category II – Microsoft-only Software
- Consulting Services as Related Services which are ancillary to the procurement of software and limited to the lesser of 20 percent (20%) of the overall procurement amount of the software or \$250,000.

The following products or services are **excluded** from purchase under this Participating Addendum and State Contract Number 4400026744:

- Professional Services
- Lease Agreements
- Travel

2. Participation

This Participating Addendum and State Contract Number 4400026744 covers participation of the State of Louisiana in the NASPO ValuePoint Software Value Added Reseller Master Agreement Number CTR060024 between the State of Arizona and Dell Marketing L.P. (the “Master Agreement”) for Software Value Added Reseller (SVAR). This Participating Addendum and State Contract Number 4400026744 may be used by all state agencies, political subdivisions, quasi state agencies, institutions of higher education, and school districts and other entities (including cooperatives) authorized by the State of Louisiana’s statutes to use state contracts. Issues of interpretation and eligibility for participation in the State’s program are solely within the authority of the State Chief Procurement Officer.

3. Term

The term of this Participating Addendum and State Contract Number 4400026744 shall be effective upon

the date of final execution below (the "Effective Date") by the State of Louisiana through April 24, 2027, unless otherwise terminated in accordance with the termination provisions of this Participating Addendum or the Master Agreement. This Participating Addendum and State Contract Number 4400026744 may be extended in accordance with the terms and conditions of the Master Agreement. Notwithstanding the previous, in no event shall the term of this Participating Addendum and State Contract Number 4400026744 exceed the term of the Master Agreement, as amended.

4. Pricing

Pricing to be based on the maximum markup on reseller's invoiced cost as set forth in Attachment B, attached hereto.

5. Non-Exclusive Contract

This Participating Addendum and State Contract Number 4400026744 are non-exclusive and shall not in any way preclude State Agencies or Political Subdivisions of the State of Louisiana from entering into similar agreements, contracts and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources.

6. State Modifications and/or Additions to the Master Agreement

Any limitations, modifications, or additions specified herein apply only to this Participating Addendum and the relationship between the State of Louisiana and Dell Marketing and shall not amend or affect other Participating Addendums or the Master Agreement itself.

A. Administrative Fee or Rebate:

The Contractor shall pay a one percent (1%) administrative fee or rebate to the State of Louisiana, Office of State Procurement (OSP). The administrative fee or rebate shall be submitted quarterly within forty-five (45) days of the end of each quarter and shall be based on the total net (gross sales minus returns, credits and deductions) sales to entities located in the State of Louisiana through State Contract Number 4400026744, based on invoice date. Initiation and submission of the administrative fee or rebate to OSP is the responsibility of the Contractor without prompting or notification by the State Procurement Analyst (SPA), and not contingent upon State approval. Contractor is not obligated to pay administrative fees for transactions booked under any contract other than this Participating Addendum.

The check is to be made payable to: Louisiana DOA-Office of State Procurement. The check is to be mailed or sent through a courier service to the following address: Office of State Procurement, Attn: OSP Receivables Specialist, 1201 North 3rd Street, Claiborne Building - Suite 2-160, Baton Rouge, LA 70802. Payment shall be made in accordance with the following schedule:

<u>Quarter</u>	<u>Payment Period</u>	<u>Payment Due Date</u>
First Quarter	July 1 through September 30	November 14
Second Quarter	October 1 through December 31	February 14
Third Quarter	January 1 through March 31	May 15
Fourth Quarter	April 1 through June 30	August 14

NOTE: CONTRACTOR SHALL INDICATE STATE CONTRACT NUMBER 4400026744 ON THE REMITTANCE. WHEN SUBMITTING ONE (1) REMITTANCE FOR MORE THAN ONE (1) CONTRACT, CONTRACTOR SHALL INDICATE ALL STATE

CONTRACT NUMBERS AND THE AMOUNT FOR EACH.

B. Usage Reports:

The Contractor shall submit detailed contract usage reports **quarterly** to the State Procurement Analyst (SPA) for State Contract Number 4400026744 in accordance with the below schedule. Initiation and submission of the quarterly reports to the SPA is the responsibility of the Contractor without prompting or notification by the SPA.

The specific usage report content, scope, and format requirements are available on the OSP website under Vendor Resources/Vendor Forms:

<https://www.doa.la.gov/oa/osp/vendor-resources/>.

In addition, the person's name who compiled the report and their contact information shall be provided. OSP reserves the right to request copies of any purchase orders issued against State Contract Number 4400026744.

The usage reports shall be submitted utilizing this format or an equivalent format that has been pre-approved by OSP. Schedule for submittal of usage reports:

<u>Quarter</u>	<u>Reporting Period</u>	<u>Due Date</u>
First Quarter	July 1 through September 30	October 31
Second Quarter	October 1 through December 31	January 31
Third Quarter	January 1 through March 31	April 30
Fourth Quarter	April 1 through June 30	July 31

C. Training:

Training is limited to pre-developed training in support of products available through this Participating Addendum that is included in a publicly available course catalog of training. **No customized training is allowed.**

D. Insurance Requirements:

Contractor will be required to provide the State of Louisiana with Certificates of adequate insurance indicating coverage required, in accordance with the Master Agreement. The Certificate of Insurance shall list the State of Louisiana as an additional insured and certificate holder as required by the Master Agreement. The Contractor shall maintain the insurance for the full term of this Participating Addendum, State Contract Number 4400026744, or any order issued pursuant to the State Contract Number 4400026744. Failure to comply shall be grounds for termination of this Participating Addendum, State Contract Number 4400026744, or any order issued pursuant to State Contract Number 4400026744.

E. Modifications:

No amendment or modification of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in this Participating Addendum is binding on any of the parties.

F. Amendments:

Any further Amendments to the Master Agreement after the Effective Date of this Participating Addendum, that have been approved by the Lead State, will not be applicable to this Participating Addendum and will not be valid unless made in writing as an

amendment to this Participating Addendum, signed by the parties and approved as required by the laws of the State of Louisiana. No oral understanding or agreement not incorporated in this Participating Addendum is binding on any of the parties.

G. Assignment:

The Contractor shall not assign any interest in this Participating Addendum or State Contract Number 4400026744 by assignment, transfer or novation without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

H. Termination:

Either party may terminate this Participating Addendum, State Contract Number 4400026744, or any order issued pursuant to State Contract Number 4400026744 after notice and a reasonable opportunity to cure for any of the following reasons: (a) misrepresentation by either party; (b) Either party's fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the State of Louisiana; (c) conflict of contract provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by either party towards an employee or agent of the other party; (e) Either party's intentional violation of the Louisiana Procurement Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672. A termination of this Participating Addendum shall not affect any previously placed Orders.

Termination for Cause:

The State of Louisiana may terminate this Participating Addendum, State Contract Number 4400026744, or any order issued pursuant to State Contract Number 4400026744 for cause based upon the failure of Contractor to comply with the terms and/or conditions of this Participating Addendum, State Contract Number 4400026744, or any order issued pursuant to State Contract Number 4400026744 provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and this Participating Addendum, State Contract Number 4400026744, or any order issued pursuant to State Contract Number 4400026744 shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this Participating Addendum, State Contract Number 4400026744, or any order issued pursuant to State Contract Number 4400026744, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

Termination for Convenience:

The State of Louisiana may terminate this Participating Addendum, State Contract Number 4400026744, or any order issued pursuant to State Contract Number 4400026744 for convenience at any time (1) by giving thirty (30) days written notice to the contractor of such termination; or (2) by negotiating with the Contractor an effective date.

Termination for Non-Appropriation of Funds:

The continuation of this Participating Addendum, State Contract Number 4400026744, or any order issued pursuant to State Contract Number 4400026744 is contingent upon the continuation of an appropriation of funds by the legislature to fulfill the requirements of this Participating Addendum, State Contract Number 4400026744, or any order issued pursuant to State Contract Number 4400026744. If the legislature fails to appropriate sufficient monies to provide for the continuation of this Participating Addendum, State Contract Number 4400026744, or any order issued pursuant to State Contract Number 4400026744, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriations for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Participating Addendum, State Contract Number 4400026744, or any order issued pursuant to State Contract Number 4400026744; this Participating Addendum, State Contract Number 4400026744, or any order issued pursuant to State Contract Number 4400026744 shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Termination of this Participating Addendum for any reason shall not relieve the Purchasing Entity of any obligation to pay for orders placed prior to such termination.

The Contractor should be aware that our legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds.

I. Default of Contractor:

Material failure to provide goods and/or services according to the terms and conditions specified in this Participating Addendum and State Contract Number 4400026744 constitutes a default by the Contractor and may cause cancellation of this Participating Addendum, State Contract Number 4400026744, or any order issued pursuant to State Contract Number 4400026744. Where the State has determined the Contractor to be in default the State reserves the right to purchase any or all products or services covered by this Participating Addendum, State Contract Number 4400026744, or any order issued pursuant to State Contract Number 4400026744 on the open market and to charge the Contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting Contractor will be considered.

J. Governing Law:

This Participating Addendum, State Contract Number 4400026744, or any order issued pursuant to State Contract Number 4400026744 shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Participating Addendum, State Contract Number 4400026744, or any order issued pursuant to State Contract Number 4400026744 shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

K. Taxes:

Any taxes, other than State and local sales and use taxes from which the State of Louisiana is exempt, shall be assumed to be included within the total cost.

L. Electronic Vendor Payment Solutions:

The State desires to make payments electronically. The methods of payment may be via the State's LaCarte card (procurement card) or EFT payments sent directly from the State's bank directly to the payee's bank. See **Attachment A-Electronic Vendor Payment Solutions** of this Participating Addendum for additional information regarding electronic payment methods.

M. Late Payments:

Interest due by a State agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

N. Public Information:

For the purposes of this Participating Addendum, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect.

O. Confidentiality of State Records:

Subject to applicable laws, including but not limited to those related to Public Records, the Contractor agrees to take reasonable efforts to protect the State's sensitive information. The Contractor shall not disclose the confidential information of the State, its employees or the populations it serves to any third parties except as required to perform its obligations hereunder, unless the State has granted prior written approval for the Contractor to do so, or unless such information is determined by the State to be a public record subject to the Public Records Act, La. R.S. 44:1, *et seq.*

P. Confidentiality of Contractor Records:

Subject to applicable laws, including but not limited to those related to Public Records, the State agrees to protect the Contractor's sensitive information. The State shall not disclose the proprietary and confidential information of the Contractor and its affiliates to any third parties, unless such information is determined to be a public record subject to the Public Records Act, La. R.S. 44:1, *et seq.* In no event shall the provisions of this section be construed to take precedence over either Public Records requirements or Audit requirements, as provided for by law.

Q. Compliance with Civil Rights Laws:

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973 as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with

these statutory obligations when applicable shall be grounds for termination of this Agreement.

R. Contract Controversies:

Any claim or controversy arising out of this Participating Addendum, State Contract Number 4400026744, or any order issued pursuant to State Contract Number 4400026744, shall be resolved by the provisions of Louisiana Revised Statute 39:1673.

S. Code of Ethics:

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Participating Addendum, State Contract Number 4400026744, or any order issued pursuant to State Contract Number 4400026744. The Contractor agrees to immediately notify the State of Louisiana if potential violations of the Code of Governmental Ethics arise at any time during the term of this Participating Addendum, State Contract Number 4400026744, or any order issued pursuant to State Contract Number 4400026744.

T. Waiver:

Waiver of any breach of any term or conditions of this Participating Addendum shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Participating Addendum shall be held to be waived, modified or deleted except by the written consent of both parties.

U. Severability:

If any term or condition of this Participating Addendum, or the application thereof, is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Participating are declared severable.

V. Right to Audit:

The State of Louisiana Legislative Auditor, Federal Auditors and Internal Auditors of the Louisiana Division of Administration (DOA), or others so designated by the DOA, shall have the option to audit all Contractor accounts directly pertaining to purchases under this Participating Addendum, State Contract Number 4400026744, or any order issued pursuant to State Contract Number 4400026744 for a period of five (5) years from the date of final payment made under this Participating Addendum, State Contract Number 4400026744, or any order issued pursuant to State Contract Number 4400026744 or as required by applicable State and Federal Law. Records shall be made available by the Contractor during normal working hours and within a time mutually agreed upon for this purpose.

In the event of any audit, inspections, or testing, notwithstanding any conflicting terms in the Master Agreement, Contractor agrees to grant access to Contractor's sales records only, at the expense of the Participating Entity in exercise of its rights, provided that Contractor operations are not adversely interrupted, and Contractor is not unduly burdened from the cost of such an audit, inspection, or testing. As Contractor is a reseller of third party Software and Services, when requested, Contractor will work with the Participating Entity and such third party to reasonably assist in obtaining access to such records or testing as may be available and as applicable to the performance under this Participating Addendum.

W. Record Retention:

The Contractor shall maintain all records in relation to this Participating Addendum, State Contract Number 4400026744, or any order issued pursuant to State Contract Number 4400026744 for a period of at least five (5) years after final payment.

X. Fund Use:

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

Y. Contractors Cooperation/Close-Out:

The Contractor has the duty to reasonably cooperate with the State and provide reasonable requested information, documentation, directly pertaining to State purchases under this Participating Addendum to the State when requested. This applies even if this Participating Addendum, State Contract Number 4400026744, or any order issued pursuant to State Contract Number 4400026744 is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or to withhold State owned documents.

Z. Contractor's Certification of No Federal Suspension or Debarment:

By signing this Participating Addendum, the Contractor certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in "Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (formerly OMB Circular A-133).

A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of this Participating Addendum and State Contract Number 4400026744 and debarment from future contracts.

AA. Secretary of State Registration Requirement:

In accordance with Louisiana law, all corporations (see La. R.S. 12:262.1) and limited liability companies (see La. R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a purchase order and/or a contract with the State.

AB. Prohibition of Discriminatory Boycotts of Israel:

In accordance with La. R.S. 39:1602.1, for any contract with a value of \$100,000 or more and for any Contractor with five (5) or more employees, the Contractor, or Subcontractor, shall certify that it is not engaging in a boycott of Israel and shall, for the duration of its contractual obligations, refrain from a boycott of Israel.

The State of Louisiana reserves the right to terminate this Participating Addendum, State Contract Number 4400026744, or any order issued pursuant to State Contract Number 4400026744, if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of this Participating Addendum, State Contract Number 4400026744, or any order issued pursuant to State Contract Number 4400026744.

AC. E-Verify:

The Contractor shall comply with the provisions of La. R.S. 23:995 and Federal Law pertaining to e-verify in the performance of services under this Participating Addendum and State Contract Number 4400026744.

AD. CyberSecurity Training:

A. In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor must use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost.

B. For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

7. Louisiana Pricing Schedule ("LAPS") Contract

State Contract Number 4400026744 has been designated as a Louisiana Pricing Schedule ("LAPS") contract and LAC 34.V.1709 must be followed by Louisiana purchasing entities utilizing State Contract Number 4400026744.

8. Primary Contacts

The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	Katherine Dunay
Address	
Telephone	+15127203222
Fax	
E-mail	Katherine_Dunay@DELL.com

Participating State

Name	Felicia Sonnier
Title	Deputy Director
Address	Office of State Procurement 1201 North 3 rd Street, Claiborne Building – Suite 2-160 Baton Rouge, LA 70802
Telephone	225-342-8029
Fax	225-342-9756
E-mail	felicia.sonnier@la.gov

The Parties will keep and maintain current at all times a primary point of contact for administration of this Participating Addendum.

9. Signature Authority

Evidence of signature authority to contract with the state of Louisiana must be provided. One of the following must apply to the Contractor:

- a) The signer of this Participating Addendum is either a corporate officer who is listed on the most current annual report on file with the Secretary of State or a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the Secretary of State. **A copy of the annual report or partnership record must be submitted to the Louisiana Office of State Procurement before finalization of this Participating Addendum.**
- b) The signer of this Participating Addendum is a representative of the Contractor authorized to sign this Participating Addendum as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. **If this applies a copy of the resolution, certification or other supportive documents must be submitted to the Louisiana Office of State Procurement before finalization of this Participating Addendum.**
- c) The Contractor has filed with the Secretary of State an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to sign this Participating Addendum. **A copy of the applicable document must be submitted to the Office of State Procurement before finalization of this Participating Addendum.**
- d) The signer of this Participating Addendum has been designated by the Contractor as authorized to sign this Participating Addendum on the Contractor's vendor registration on file with the Louisiana Office of State Procurement.

10. Authorized Distributors

All contractors, dealers, and resellers authorized in the State of Louisiana, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

In order to be added to State Contract Number 4400026744 as an Authorized Distributor, the distributor must meet the following requirements:

- a) Be approved and added to the Contractor's Approved Distributor Listing;
- b) Be enrolled in the State of Louisiana LaGov Vendor System;
- c) Be registered and in good standing with the Louisiana Secretary of State's office;
- d) Have no suspensions or debarments listed on the General Services Administration's website (www.sam.gov)

11. Substitution of Personnel

If the State reasonably requests removal of any of Contractor's personnel from further assignment Contractor will make reasonable efforts to honor such request when commercially practicable, provided that Contractor shall maintain final authority over all personnel decisions.

12. Contractor as a Reseller

Contractor is acting as a reseller for the Software and Services provided by the Software Publishers (including, without limitation, any SaaS), and may not have direct access to, or control over, the operation, functionality, terms and conditions or data security of the Software or Services. If requested by the Participating Entity, Contractor will reasonably cooperate with the Participating Entity and the Software Publishers as appropriate

Contractor warrants that the Software and Services will perform substantially in a manner consistent with the corresponding standard documentation issued by the applicable Publisher

13. Orders

Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Participating Addendum and/or State Contract Number 4400026744 shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

14. Entire Agreement

This Participating Addendum and the NASPO ValuePoint Master Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter and supersedes all previous communications, representations or agreements, whether oral or written. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the NASPO ValuePoint Master Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the NASPO ValuePoint Master Agreement and its exhibits, by any subsequent Purchase Order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the NASPO ValuePoint Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. Notwithstanding the foregoing, the Purchasing Entity's rights to use the Software delivered by Contractor are governed by the terms of the applicable end-user license agreement, regardless of how such terms are provided, and the applicable Publisher and/or service provider shall remain responsible for performance of its products and services, including any data security, according to its standard terms.

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

Participating State: State of Louisiana	Contractor: Dell Marketing L.P.
Signature: <i>Delicia M. Sonnier</i> Deputy Director	Signature: <i>Katherine Castillo</i>
Name: Tom Ketterer	Name: Katherine Castillo
Title: Director of State Procurement	Title: Paralegal Advisor
Date: 3/14/2023	Date: Feb 24, 2023

ATTACHMENT A – Electronic Vendor Payment Solutions

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and Contractor, the State intends to make all payments to Contractors electronically. The LaCarte Procurement Card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Funds Transfer (EFT). If you do not currently accept the LaCarte card or have not already enrolled in EFT, you will be asked to comply with this request by choosing either the LaCarte Procurement Card and/or EFT. You may indicate your acceptance below.

The **LaCarte** Procurement Card uses a Visa card platform. Contractors receive payment from state agencies using the card in the same manner as other Visa card purchases. Contractors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.
- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Procurement on request.

EFT payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available by contacting the Office of Statewide Reporting & Accounting Policy at: DOA-OSRAP-EFT@la.gov

To facilitate this payment process, you will need to complete and return the EFT enrollment form.

Please check which option you will accept or indicate if you are already enrolled.

<u>Payment Type</u>	<u>Will Accept</u>	<u>Already Enrolled</u>
LaCarte	_____	_____
EFT	_____	_____

Printed Name of Individual Authorized

Authorized Signature for payment type chosen

Date

Email address and phone number of authorized individual

ATTACHMENT B

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

	PUBLISHERS	MAXIMUM MARKUP ON RESELLER'S INVOICED COST
	Tier I Publishers (Key Itemized Publishers)	
1	ADOBE	1.70%
2	CA TECHNOLOGIES	3.20%
3	CISCO	2.00%
4	COMMVAULT	2.00%
5	IBM	2.00%
6	RED HAT	3.20%
7	SPLUNK	2.00%
8	TABLEAU	2.00%
9	VEEAM	2.00%
10	VMWARE	4.00%
	Tier II Publishers (Other Itemized Publishers)	
11	AUTODESK	3.20%
12	BARRACUDA NETWORKS	3.20%
13	BMC SOFTWARE	3.20%
14	CHECK POINT SOFTWARE	2.00%
15	CHERWELL	2.00%
16	CITRIX	3.20%
17	CPI	2.00%
18	CROWDSTRIKE	2.00%
19	DELL	4.00%
20	DELPHIX	2.00%
21	DOCUSIGN	2.00%
22	DYNATRACE	2.00%
23	FORCEPOINT	2.00%
24	FORTINET	2.00%
25	GOOGLE	3.20%
26	INFORMATICA	2.00%
27	IVANTI	2.00%
28	KNOWBE4	2.00%
29	MCAFEE	3.20%
30	MICRO FOCUS	2.00%
31	MULESOFT	2.00%
32	NETMOTION	2.00%
33	OKTA	2.00%
34	OPENTEXT	2.00%
35	PROGRESS SOFTWARE	2.00%
36	PROOFPOINT	2.00%

37	QUEST SOFTWARE	3.20%
38	RAPID7	2.00%
39	RSA SECURITY	2.00%
40	SALESFORCE	2.00%
41	SAP	2.00%
42	SOLARWINDS	2.00%
43	SOPHOS	2.00%
44	SPILLMAN	2.00%
45	SYMANTEC	3.20%
46	TENABLE	2.00%
47	TREND MICRO	2.00%
48	VARONIS	2.00%
49	VERITAS	2.00%
50	ZOHO	2.00%
	Non-itemized Publishers	
51	All other publishers	3.00%
		HOURLY RATE
52	Reseller Services	
53	- Asset management	\$300.00
54	- Solutions architect	\$284.00
55	- Senior solutions architect	\$300.00
56	- Program engagement manager	\$372.00
57	- Project leader	\$330.00
58	- Project manager	\$273.00
59	- Senior project manager	\$301.00

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

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

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

	SUBCATEGORY	MAXIMUM MARKUP ON RESELLER'S INVOICED COST (may be negative if sold at loss)
	Itemized Microsoft Offerings	
1	EMS E5	0.88%
2	G1	0.88%
3	G2	0.88%
4	G3	0.88%
5	G5	0.88%
6	Govt E4	0.88%
7	Advanced Threat Protection	0.88%
8	Power BI	0.88%
9	Exchange Online	0.88%
10	Kiosk F3 Now	0.88%
11	Dynamics	0.88%
12	PowerApps	0.88%
13	Project Online	0.88%
14	Azure	0.88%
	All Other Microsoft Offerings	
15	SaaS	0.88%
16	On-Premise	0.88%
	Resold In-scope Professional Services	
17	- Ongoing maintenance & support services not included in software license agreement	0.00%
18	- Deployment services	0.00%
19	- Architectural design services	0.00%
20	- Training deployment services	0.00%
21	All other resold in-scope professional services	0.00%
		HOURLY RATE
	In-scope Reseller Services	
22	- Asset management	\$300.00
23	- Solutions architect	\$284.00
24	- Senior solutions architect	\$300.00
25	- Program engagement manager	\$372.00
26	- Project leader	\$330.00
27	- Project manager	\$273.00
28	- Senior project manager	\$301.00