

**NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
PARTICIPATING ADDENDUM ("Addendum")**

**Computer Equipment, Peripherals & Related Services (2023-
2028)**

Administered by the State of Minnesota ("Lead State")



MASTER AGREEMENT NO. 23026

Dell Marketing LP. ("Contractor")

And

The State of Louisiana ("Participating State")
Participating State Contract Number: 4400028252

The following products or services are included under this Participating Addendum and State Contract Number 4400028252:

- Band 1, Personal Computer Devices – Windows Operating Systems: Desktop, Laptops, and Tablets
- Band 2, Personal Computer Devices – Non-Windows Operating Systems: Desktop, Laptops, and Tablets
- Band 3 – Servers and Storage
- Equipment Leasing

The following products or services are **excluded** from purchase under this Participating Addendum and State Contract Number 4400028252:

- Professional Services, as defined in La. R.S. 39:1556(42)
- Consulting Services, as defined in La. R.S. 39:1556(10)
- Rentals
- Trade-In Program
- Takeback Program
- Alternative Financing Methods

1. Scope

This Participating Addendum covers the Computer Equipment, Peripherals & Related Services contracts led by the State of Minnesota along with a multi-state sourcing team for use by all state agencies and local government entities, institutions of higher education, and school districts located in the State of Louisiana who are authorized by the State of Louisiana statutes to utilize state contracts.

2. Participation

Use of specific NASPO ValuePoint cooperative contracts by State agencies, political subdivisions and other entities (including cooperatives) authorized by the State of Louisiana's statutes to use state contracts are subject to the prior approval of the State of Louisiana's Chief Procurement Officer. 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 4400028252 shall be effective upon the date of final execution below (the "Effective Date") by the State of Louisiana through June 30, 2025, unless otherwise terminated in accordance with the termination provisions of this Participating Addendum or the Master Agreement. This Participating Addendum and State Contract Number 4400028252 may be extended in accordance with the terms and conditions of the Master Agreement.

4. Order of Precedence

In the event of conflict among the following documents, the order of precedence shall be as follows:

- a) This State of Louisiana Participating Addendum; This State of Louisiana Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of the Minnesota NASPO ValuePoint Master Agreement.
- b) The Minnesota NASPO ValuePoint Master Agreement (including negotiated Terms and Conditions)
- c) The Solicitation, including all Addendums; and
- d) Contractor Vendor's response to the Solicitation

5. Non-Exclusive Contract

This Participating Addendum and State Contract Number 4400028252 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. Leasing

- a) Leasing is allowed under this Participating Addendum and State Contract Number 4400028252 pursuant to the Master Lease Agreement (Louisiana) Between the State of Louisiana by and through the Office of State Procurement and Dell Financial Services L.L.C. ("Lessor) dated July 8, 2021 ("MLA") (DFS Master Lease Agreement Number: 574413-76446); any corresponding lease schedule(s) thereunder ("Schedule") duly executed by the parties (sample Schedule attached to the MLA); and the processes outlined in Attachment B – Lease Process to this Participating Addendum. In the event of a conflict between the terms of the MLA and the Master Agreement and this Participating Addendum, the terms of the MLA and Schedule will govern. In the event Participating State or eligible purchasing entity issues a purchase order to DFS for the products being financed under a MLA with DFS, any pre-printed terms on such purchase order are expressly rejected by DFS.
- b) Assignment by Participating State. Any assignment by the Participating State of its purchase order to a third-party financing company (other than and specifically excluding Dell Financial Services, L.L.C. pursuant to the above Subsection a) regarding permitted leasing) must be approved in advance in writing by the Contractor and in no case shall any such approval, excuse the Participating State from its obligations hereunder.
- c) Assignment by Contractor. Except as otherwise provided in Subsection a) above for leasing, the Contractor shall not subcontract or delegate the performance of its obligations under this Agreement in whole or in part, or any rights, duties, obligations or liabilities under this

Agreement by operation of law or otherwise, without the prior written consent of the Participating State (other than subcontractors retained by the Contractor from time to time in the ordinary course of business to perform CFI, warranty, break/fix, administrative and back office services who will not have access to Buyer's confidential data other than billing and contact information) and provided that Contractor shall remain responsible for the performance of its obligations under this Agreement.

7. Modifications and/or Additions to the Master Agreement

A. Configuration Dollar Limits:

The following configuration limits will apply to this Participating Addendum and State Contract Number 4400028252.

- Servers and Storage (SANs, etc.) per unit/configuration costs should not exceed \$500,000 each
- Desktop per unit/configuration costs should not exceed \$100,000 each
- Peripherals per unit cost should not exceed \$50,000 each

For the purpose of this Participating Addendum and State Contract Number 4400028252, "Configuration" is defined as "a total system configuration. This may include more than one (1) model or part number (or SKU), or a combination of hardware, software, and configuring of the system to make the system work."

- B. "Services"** shall be limited to warranty services, hardware maintenance, initial installation, initial imaging of workstations, training directly related to the support of the hardware, excluding customized training and/or software training, and initial software imaging at time of installation upon request of the Purchasing Entity. General consulting and all forms of application development and programming services are excluded.

Installation is limited to the initial set-up and initial diagnostics of equipment and peripherals purchased from State Contract Number 4400028252. Installation is to be used only at the time of the purchase of the component(s) from State Contract Number 4400028252. Installation is not to be used for configuration or reconfiguration of network equipment, installation or rearrangement of in-building or outside wiring/cabling nor any other fashion.

- C. Training** is limited to pre-developed training in support of products available through this Participating Addendum and State Contract Number 4400028252 that is included in a publicly available course catalog of training. **No customized training is allowed.**

D. 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 4400028252. 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). If these administrative fees or rebates are not submitted in a timely manner, OSP shall have the right to terminate this Participating Addendum and State Contract Number 4400028252.

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 4400028252 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.

E. Usage Reports:

The Contractor shall submit detailed contract usage reports quarterly to the State Procurement Analyst (SPA) for State Contract Number 4400028252 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. If these reports are not submitted in a timely manner, the Office of State Procurement (OSP) shall have the right to terminate this Participating Addendum and State Contract Number 4400028252.

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/doa/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 4400028252.

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

F. 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.

G. 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.

H. Assignment:

The Contractor shall not assign any interest in this Participating Addendum or State Contract Number 4400028252 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.

I. Termination:

The State of Louisiana has the right to terminate this Participating Addendum, State Contract Number 4400028252, or any order issued pursuant to State Contract Number 4400028252 immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) Contractor'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 the Contractor towards an employee or agent of the State of Louisiana; (e) Contractor'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 4400028252, or any order issued pursuant to State Contract Number 4400028252 for cause based upon the failure of Contractor to comply with the terms and/or conditions of this Participating Addendum, State Contract Number 4400028252, or any order issued pursuant to State Contract Number 4400028252 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 4400028252, or any order issued pursuant to State Contract Number 4400028252 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 4400028252, or any order issued pursuant to State Contract Number 4400028252, 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 4400028252, or any order issued pursuant to State Contract Number 4400028252 at any time (1) by giving thirty (30) days written notice to Contractor of such termination; or (2) by negotiating with the Contractor an effective date. The State shall pay the Contractor for, if applicable: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination, to the extent work has been performed

satisfactorily.

Termination for Non-Appropriation of Funds:

The continuation of this Participating Addendum, State Contract Number 4400028252, or any order issued pursuant to State Contract Number 4400028252 is contingent upon the continuation of an appropriation of funds by the legislature to fulfill the requirements of this Participating Addendum, State Contract Number 4400028252, or any order issued pursuant to State Contract Number 4400028252. If the legislature fails to appropriate sufficient monies to provide for the continuation of this Participating Addendum, State Contract Number 4400028252, or any order issued pursuant to State Contract Number 4400028252, 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 4400028252, or any order issued pursuant to State Contract Number 4400028252; this Participating Addendum, State Contract Number 4400028252, or any order issued pursuant to State Contract Number 4400028252 shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

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.

J. Default of Contractor:

Failure to provide goods and/or services within the time frame(s) specified and according to the other terms and conditions specified in this Participating Addendum and State Contract Number 4400028252 constitutes a default by the Contractor and may cause cancellation of this Participating Addendum, State Contract Number 4400028252, or any order issued pursuant to State Contract Number 4400028252. 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 4400028252, or any order issued pursuant to State Contract Number 4400028252 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.

K. Governing Law:

This Participating Addendum, State Contract Number 4400028252, or any order issued pursuant to State Contract Number 4400028252 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 4400028252, or any order issued pursuant to State Contract Number 4400028252 shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

L. 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.

The Contractor shall be responsible for payment of all applicable taxes from the funds to be received under State Contract Number 4400028252.

M. 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. Use of the LaCarte card is at time of order placement only and is not permitted for payment of invoices issued by Contractor.

N. 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.

O. 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.

P. Contract Controversies:

Any claim or controversy arising out of this Participating Addendum, State Contract Number 4400028252, or any order issued pursuant to State Contract Number 4400028252, shall be resolved by the provisions of Louisiana Revised Statute 39:1673.

Q. 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 4400028252, or any order issued pursuant to State Contract Number 4400028252. 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 4400028252, or any order issued pursuant to State Contract Number 4400028252.

R. 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 this Participating Addendum, State Contract Number 4400028252, or any order issued pursuant to State Contract Number 4400028252 for a period of five (5) years from the date of final payment made under this Participating Addendum, State Contract Number 4400028252, or any order issued pursuant to State Contract Number 4400028252 or as required by applicable State and Federal Law. Records shall be made available by the Contractor during normal working hours 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.

S. Record Retention:

The Contractor shall maintain all records in relation to this Participating Addendum, State Contract Number 4400028252, or any order issued pursuant to State Contract Number 4400028252 for a period of at least five (5) years after final payment.

T. Contractors Cooperation/Close-Out:

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Participating Addendum, State Contract Number 4400028252, or any order issued pursuant to State Contract Number 4400028252 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.

U. 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 4400028252 and debarment from future contracts.

V. 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.

W. 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 4400028252, or any order issued pursuant to State Contract Number 4400028252, if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of this Participating Addendum, State Contract Number 4400028252, or any order issued pursuant to State Contract Number 4400028252.

X. 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 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.

Y. Security:

Contractor's personnel will comply with all applicable security regulations provided to Contractor in advance, in effect at the State's premises, the Information Security Policy at: <https://www.doa.la.gov/doa/ots/about-us/infosec/>, and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly. Contractor is responsible for reporting to the State any known breach of security, Data Breach or Security Event as defined in the OTS Information Security Policy, no later than twenty-four (24) hours after confirmation of the event. Notify the Information Security Team ("IST") by calling the Information Security Hotline at 1-844-692-8019 and emailing the security team at infosecteam@la.gov.

Z. 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. The Contractor shall maintain the insurance for the full term of this Participating Addendum, State Contract Number 4400028252, or any order issued pursuant to State Contract Number 4400028252. Failure to comply shall be grounds for termination of this Participating Addendum, State Contract Number 4400028252 or any order issued pursuant to State Contract Number 4400028252.

8. Louisiana Pricing Schedule ("LAPS") Contract

State Contract Number 4400028252 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 4400028252.

9. Primary Contacts

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

Contractor

Name	Stephanie Storm
Address	One Dell Way Round Rock, TX 78682
Telephone	512-720-7634
E-mail	Stephanie_storm@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.

10. 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.

11. 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 4400028252 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)

12. 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 4400028252 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.

13. 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.

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 LP.
Signature: 	Signature: 
Name: Tom Ketterer	Name: Ana Pitti
Title: Director of State Procurement	Title: Paralegal Senior Analyst
Date: 10/31/23	Date: Oct 19, 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>
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LaCarte	☐	☐
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EFT	☒	☒
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Chantell Ewing

Printed Name of Individual Authorized

Chantell Ewing

Authorized Signature for payment type chosen

10/24/23

Date

chantell_ewing@dell.com 5127203374

Email address and phone number of authorized individual

**ATTACHMENT B TO THE
PARTICIPATING ADDENDUM (LOUISIANA STATE CONTRACT NUMBER 4400028252)**

LEASE PROCESS

1.0 Description of Tasks / Services

Leasing under the NASPO ValuePoint Computer Equipment contract will be established for the use of equipment for a specific length of time at an agreed upon monthly rate.

The lease of equipment will require a Master Lease Agreement ("MLA") and a specific lease schedule ("Schedule", each executed Schedule being its own "Lease") for computer equipment awarded to the contract vendor under the NASPO ValuePoint Computer Equipment, Peripherals & Related Services contract. The Lease of equipment will be limited to products/bands awarded by NASPO for client devices, servers and storage as well as printers, rugged devices, LAN/WAN, storage devices and monitors, software and related services ("Products"). Subject to credit approval from the Lessor, leasing would be open to state agencies included within the Office of Technology Services (OTS), those not included in OTS and other entities authorized to purchase under the NASPO ValuePoint Contract (collectively "Eligible Entities").

To execute a Lease:

- 1) Master Lease Agreement - Eligible Entities must enter into its own separate MLA directly with Lessor. The MLA will set forth the terms and conditions upon which the Lessor shall lease to the Lessee and the Lessee shall lease from the Lessor the Products, as defined in the MLA and as described on each Schedule. The terms of such MLA and resulting Schedules shall supersede any conflicting terms and conditions contained herein.
- 2) Schedule - A Schedule is an annex to the MLA for Products specifically noted on said Schedule. Once the need to lease is determined, an MLA must be in place. A purchase order ("PO") is executed, the Product is shipped, and a Schedule is generated. The Schedule lists and describes the Products to be leased, required lease payments ("Payments"), and other terms applicable to the Lease. A new Schedule is generated whenever additional Products are to be leased and added under the MLA.

1.1 Process for Leasing

The following is the process for leasing through the OTS, for all Eligible Entities authorized to purchase under the NASPO ValuePoint contract.

1.1.1 OTS agency process for leasing:

- Agency Resource Managers ("ARM's") will initiate a service ticket on behalf of the agency for
 - Desired Products from the EUC list of standards along with any other specific requirements and quantities
 - Delivery locations
 - Desired timeline
- OTS will source and consider the leasing options between the NASPO vendors
- OTS will confirm that a signed MLA between OTS and Lessor is on file
- OTS will designate a project manager to prepare and provide the documentation for the SOW prior to a PO request (see 3.0 Supplement for required documentation)
- OTS procurement will execute a PO for each fiscal year of the Lease
- When the Product delivery is complete, OTS procurement will sign the Schedule and attach the signed copy to this SOW for their internal records.
- The Lessor will invoice OTS procurement

- OTS will bill the agency accordingly
- OTS will pay Lessor in accordance with the MLA terms.

1.1.2 Non OTS agencies recommended steps when leasing:

- Identify specific needs.
 - Determine specific Product needs, quantities, and shipping locations
 - Determine Lease duration: 36 months or 48 months
- Obtain a Lease quote
 - Quotes can be obtained through vendors who have signed the State's NASPO participating addendum and have elected to offer leasing.
 - Compare monthly and extended rates between vendors
 - Get a clear understanding of leasing terms and fees and responsibilities, both during and at the end of the contract.
 - Obtain all required documentation as described in the Supplement (see Section 3.0) of this document
- Secure proper approvals
- Obtain a signed MLA between the Non OTS agency and Lessor
- Create SOW (see Section 3.0 Supplement) with the NASPO Vendor and issue a PO to the Vendor and Lessor
- Take delivery
- Sign Schedule
- Lessor will invoice the Non OTS agency directly
- Non OTS agency shall pay Lessor directly all Payments due under the Lease

2.0 Responsibilities

The following are examples of the types of activities required of Contractor, Lessor and State for this Contract.

2.1 Contractor Responsibilities

For any Schedule associated with this Contract and as an annex to the MLA, Contractor is responsible for the following activities:

2.1.1 Contractor Responsibilities: Program Management

- Point of Contact: will act as a conduit between the Lessor, Eligible Entity and their internal resources. Will have the overall responsibility for the success of the project. In coordination with the Lessor, Contractor will be responsible for: (i) planning, execution, monitoring and will serve as a point of escalation throughout the term of the lease; and (ii) engaging the appropriate resources for planning, mid Lease communications, end of lease activities to insure deliverables of the Lease are met.
- Planning: is responsible for formulating a plan with the Eligible Entity and internal resources to meet the objectives and deliverables of the project and timeline.
- Communication: will align, manage tasks, sets deadlines, provide necessary resources, and schedule meetings and updates.
- Execution: will participate in and supervise the successful execution of each stage of the project until the project is completed.
- Time management: is responsible for resolving issues and communicating effectively with team member and other stakeholders to ensure the project stays on track.
- Documentation: Other than the Lease documents provided by Lessor, Contractor will be responsible for providing all other documentation (see Section 3.0) and Eligible Entity requested reports.
- Maintenance: will offer assistance until the rollout is completed. Will provide maintenance contacts and escalation processes for the duration of the Lease.

2.1.2 Contractor Responsibilities: Planning

- Communicate Products to meet the Eligible Entity objectives.

- Provide applicable Products according to the State's specification for development and testing.
- Preloading of software and Eligible Entity supplied image.
- In coordination with Lessor, communicate Lease and end of lease options.
- Provide quotes and if leasing is requested, coordinate any such quotes with Lessor.
- Schedule delivery of Products to Eligible Entity designated site/s, monitor and update Eligible Entity delivery timeframes.

2.1.3 Contractor Responsibilities: Mid-Lease

- Warranty service:
 - Respond to services request according to device entitlement secured at the time of the Lease.
 - Provide replacements for Product failures due to manufacturers defect within fourteen (14) working days.
 - Provide parts and services according to Product warranty entitlement (e.g. four (4) hr., next business day, Eligible Entity self-diagnose/repair, return to depot).

2.1.4 Contractor Responsibilities: End-of-Lease- FMV

- For Returned Products, the Contractor is responsible for:
 - Where the Eligible Entity requests End of Lease logistics or certified data wipes, Contractor will enter into a separate contract with the Eligible Entity to provide any such services.

2.2 Lessor Responsibilities

For any Schedule associated with this Contract and as an annex to the MLA, Lessor is responsible for the following activities:

2.2.1 Lessor Responsibilities: Program Management

- Point of Contact: Will act as the point of contact for all leasing and leasing related issues in coordination with the Contractor.
- Documentation: Will provide all Lease documents (see Section 3.0).

2.2.2 Lessor Responsibilities: Planning

- In coordination with Contractor, communicate Lease and End of Lease options.
- Provide leasing quotes when requested in coordination with Contractor.

2.2.3 Lessor Responsibilities: Mid-Lease

- Provide billing and invoicing in accordance with the terms and conditions of the MLA and corresponding Schedule.

2.2.4 Lessor Responsibilities: End-of-Lease-FMV

- No later than sixty (60) days before expiration, Lessor shall provide the Eligible Entity notification of the expiration date and work with Eligible Entity to determine their desired End of Lease options pursuant to the Lease and as shown below:
 - Return the Product; or
 - Purchase the Product at FMV; or
 - An extension of the Lease (six (6) month, twelve (12) month).
- In coordination with the Contractor and Eligible Entity, determine if a refresh option is appropriate and if so, enter into a new Schedule for new Products under the MLA.
- For Returned Products, the Lessor is responsible for:
 - Working with the Eligible Entity to identify the Products to be returned.
 - In coordination with Contractor, providing return and ship to location and information.

- Reporting within thirty-five (35) business days from the date of pick up showing Product info as well as a Product Settlement Report for any Product not returned or returned devices in unacceptable condition.
- Settlement report to show costs to repair of unaccepted Products as well as invoices for missing/damaged Products.

2.3 State Responsibilities

For any Schedule associated with the Contract and as an annex to the MLA, State is responsible for the following activities:

2.3.1 State Responsibilities: Program Management

- Point of Contact: is responsible for identifying internal resources for the Contractor and Lessor to work with throughout the term of each Lease.

Planning: is responsible for working with the Contractor and the Lessor to determine requirements of each Lease.

- Type of Lease: FMV
 - Product specifications
 - Product quantities
 - Ship to locations
 - Warranty and services (e.g., warranty and support, deployment services, custom services, end of lease options, etc.)
 - Installation/implementation schedules and timelines
 - End of Lease requirements
- Communication: will align resources, manage tasks, sets deadlines, schedule meetings and updates between Contractor, Lessor, and Eligible Entity resources.
 - Execution: will determine and communicate contact (e.g., procurement contact who will manage the Schedules, accounting for invoicing, receiving contact and deployment contact, etc.).
 - Time management: is responsible for communicating issues in a timely manner to allow the Contractor and Lessor to resolve such issues in an expedited manner to keep the project on task.
 - Documentation: will be responsible for: (i) the execution and timely return of all Lease and other documentation required by Lessor and Contractor; and (ii) capturing the appropriate data to manage the leased Products before, during and after the Lease.
 - Maintenance: will capture any issues and escalate timely to Lessor and Contractor, so that all maintenance issues are resolved before the return of Products at the end of the Lease.

2.3.2 State Responsibilities: Planning

- Meet with agency/department to finalize Product configurations, quantities, locations and timelines.
- Obtain leasing quotes for Products from Lessor and confirm deliverables with Contractor.
- Make sure Products have been tested and that required software and drivers are available.
- Communicate timelines to make sure site location is prepped and peripherals are available to ensure successful connectivity and installation (e.g., data migration, power, backups, installing cables, network jacks, etc.)
- Schedule resources to receive Products.
- Identify staff to install Products. Make logon ID's, passwords, domain specifications, personal settings available for the installation.
- Ensure all Products, systems, and related equipment are easily accessible to installer without the need to move furniture, and provide keys to any cable locks etc.
- Confirm shipping timelines with Contractor.

2.3.3 State Responsibilities: Mid-Lease

- Pay Lessor invoices in accordance with the terms of the Lease.
- Service requests:
 - Manage service requests through service desk.
 - Work with Contractor to diagnose and determine repair or replacement options based on the entitlement of the Product.
 - Work with Contractor to diagnose whether it's a hardware or software issue to determine if a Product needs to be reimaged.
 - Escalate promptly when Contractor services SLA's are not met.

2.3.4 State Responsibilities: End-of-Lease- FMV

- A sixty (60) day written notification prior to the expiration date of each Lease is required by the Lessor selecting one of the End of Lease options below:
 - Purchase Option: State may elect to purchase any or all of the Products from Lessor for an amount equal to the FMV of such Products at the end of the Lease. A partial purchase of the Products is permissible only so long as each unit of the Product that is purchased is the full and complete unit as originally delivered under the Lease (e.g., screen, keyboard, mouse, laptop, docking station and any/all memory and software, etc., as applicable to the Products on a specific Schedule).
 - Return Option: State may elect to return any or all of the Products to the Lessor. A partial return of the Products is permissible only so long as each unit of the Product that is to be returned is the full and complete unit as originally delivered under the Lease (e.g., screen, keyboard, mouse, laptop, docking station and any/all memory and software, etc., as applicable to the Products on a specific Schedule). The State will be responsible to work in cooperation with the Contractor for End of Lease return logistics purposes and Lessor to schedule the retrieval of the returned Products from the State installation sites. All Products shall be returned to Lessor in good repair and in the same condition and working order as when delivered to the State, excluding normal wear and tear. For any damaged Products, the State shall be charged by Lessor no more than the FMV for the applicable Products.
 - Continue Payments through a fixed extension (six (6) month, twelve (12) month): If this option is requested, the Lessor will continue to bill monthly at the current Payment until a written End-of-Lease notification is provided to the Lessor and the Products are returned.
 - New Schedule: The Eligible Entity will work with the Contractor and Lessor to determine Product specifications, quantities, delivery locations and coordinate timelines and processes for the return of the existing Products and the deployment of the new Products under any such new Schedule.
- Eligible Entity must locate and prepare the Products for return, and insure that:
 - All passwords and any Eligible Entity stickers are removed.
 - All Confidential data is deleted.
 - All Products are returned with all leased components (Charges may apply for missing items).

Eligible Entity is responsible for returning the Products in good repair and in the same condition and working order as when delivered to the Eligible Entity, pursuant to the Lease terms and conditions. In the case of missing or damaged Products or accessories, the Eligible Entity will be responsible for the replacement cost of such Products up to the FMV price.

3.0 SUPPLEMENT: Required Documents for leasing under the NASPO ValuePoint Contract

Documentation for Products selected/checked below will be made part of the SOW that will be required prior to the execution of a PO. Documentation attached as part of this SOW will be required for each PO and each Schedule entered into by the Eligible Entity and Lessor under the MLA.

Attachment I: Master Lease Agreement ("MLA")	
Type of Lease	
	Fair Market Value Lease ("FMV")
Lease Terms	
	36-month Lease Term
	48-month Lease Term
	Other
Attachment II: Warranty and Support Services	
	4hr Response
	Next Business Day
	Return to Depot
	Basic Support
	Premium Support
	Laptop Battery Extended Warranty
	Laptop Accidental Damage
	Warranty and Support Options Not Listed
Attachment III: Deployment Services	
	Onsite Installation
	Remote Installation
	Data Migration
	Rack and Stack
	Deployment Services Not Listed
Attachment IV: Custom Services	
	Custom Bios Services
	Custom Imaging
	Asset Tagging
	Spare Devices/ Parts Locker
	Technical Training and Certifications
	Custom Services Not Listed
Attachment V: Recommended Options - FMV Lease	
	Factory Integrated - Firmware based tracking, GPS, remote management, theft recovery, as well as deleting and freezing of leased devices
	Not Factory Integrated- Firmware based tracking, GPS, remote management, theft recovery, as well as deleting and freezing of leased devices
	End of Lease Asset Recovery Services (e.g., packaging and transport services, asset processing, reporting and settlement, etc.)
	Data Cleansing according to DOD standards with report- onsite
	Data Cleansing according to DOD standards with report- offsite
	Data Cleansing according to DOD standards- agency/self-sanitation
	Recommended Options Not Listed
Attachment VI: Vendor Quotes	
	Configuration Quote
	Lease Quote
Attachment VII: Other Required Documents	
	Lessor will need to supply the End of Lease documentation for Missing, Wrong & Damage Charges (for FMV Leases only).
	Delivery address, contact person and any special delivery requirements (e.g., dock with lift, stairs, etc.).

	All ancillary documentation to the executed MLA and Schedule(s) thereunder as required by Lessor (Secretary Clerk Certificate, Validity Opinion, etc.).
Attachment VIII: Lease Schedule	
	Signed Schedule with Leased Asset Report ("LAR") – to be attached once shipment is complete.
Attachment IX: End of Lease Settlement Charges	
	End of Lease Settlement Charges – to be attached at expiration of each Lease (for FMV Leases only).