

PARTICIPATING ADDENDUM



**SOFTWARE VALUE ADDED RESELLER (SVAR)
LED BY THE STATE OF ARIZONA**

Master Agreement #: CTR060024

Contractor: Dell Marketing, L.P.

Participating Entity: **STATE OF MISSOURI**

This Participating Addendum is entered into by Contractor and Participating Entity (collectively, the "Parties").

Scope and Participation:

This Participating Addendum covers the NASPO ValuePoint Software Value Added Reseller Master Agreement number CTR060024 contract led by the State of Arizona (the "Master Agreement") for use by state agencies and other entities located in the Participating Entity authorized by that state's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official. The Software and Services available under this Participating Addendum include all Software and Services as specified below, for which Contractor is acting as a reseller for the Software and Services provided by the applicable Software Publishers.

1. Scope:

☐ This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above.

☒ This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above, except the following:

- *State agencies governed by Chapter 34 RSMo. shall be specifically prohibited from acquiring software and related services under the contract for the following software manufacturers, as the State of Missouri currently has a mandatory contract in place for the acquisition of the software and related services for these software manufacturers (PC Prime Vendor Services contract):*

- *Adaptive Protocols;*
- *Adobe;*
- *Advanced Software Products Group, Inc.;*
- *Bomgar;*
- *Citrix Software;*
- *CrowdStrike;*
- *FireEye;*
- *IBM;*
- *Ivanti;*
- *Lakeside;*
- *McAfee;*
- *Microsoft;*
- *Parallels;*
- *RSA;*
- *VMware;*
- *SAP;*
- *SDI USA Inc.;*

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- Symantec; and
- Red Hat.

Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addendums or the Master Agreement itself.

2. **Participation:** This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of Arizona and Contractor for Software Value Added Reseller (SVAR). A separate State of Missouri cooperative contract must be established by the Division of Purchasing before state agencies governed by RSMo. Chapter 34 may procure items available through the NASPO ValuePoint SVAR contract. Use of specific NASPO ValuePoint cooperative contracts by the state agencies governed by RSMo. Chapter 34, political subdivisions, and universities authorized by Missouri's statutes to use state contracts are approved by the Director of the Division of Purchasing for the State of Missouri. Issues of interpretation and eligibility for participation are solely within the authority of the Director of the Division of Purchasing.
3. **Term:**
 - ☒ This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
 - ☐ This Participating Addendum shall become effective as of the date of the last signature below and shall terminate on [date], unless terminated sooner or otherwise amended in accordance with the terms set forth herein. Notwithstanding the previous, in no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.
4. **Primary Contacts:** The following (or their named successors) are the primary contact individuals for this Participating Addendum:

CONTRACTOR:

Name:	Stephanie Storm
Address:	1 Dell Way, Round Rock, TX 78682
Telephone:	512-720-7634
Fax:	
Email:	Stephanie.Storm@dell.com

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PARTICIPATING ENTITY:

Name:	Kelsey Huwe
Address:	301 W. High St., Rm. 630, Jefferson City, MO 65102
Telephone:	573-522-1308
Fax:	
Email:	kelsey.huwe@oa.mo.gov

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Participating Entity Modifications and Additions to the Master Agreement

☐ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor.

☒ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

- a. The Purchasing Entity's rights to use the Software delivered by Contractor are governed by the terms of the applicable end-user license agreement, including, if applicable, when such terms are provided via an Electronic Ordering System or other online form.
- b. Contractor warrants that the Software and Services will perform substantially in a manner consistent with the corresponding standard documentation issued by the applicable Publisher.
- c. 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. 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. If requested, Contractor will reasonably cooperate with the Participating Entity and the Software Publishers as appropriate.
- d. Use of purchasing-card is at time of order placement only, and not permitted for payment of invoices issued by Contractor.
- e. Contractor may use affiliates or other qualified subcontractors to perform its obligations hereunder and may assign rights to payments.
- f. Any preprinted terms on a Purchasing Entity purchase order shall be given no force or effect and no terms of a purchase order that conflict with this Participating Addendum shall be binding on Contractor.
- g. 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.
- h. If a Purchasing Entity requests removal of any of Contractor's personnel from Purchasing Entity's facilities or from further assignment Contractor will make reasonable efforts to honor

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such request when reasonable and commercially practicable, provided that Contractor shall maintain final authority over all personnel decisions .

- i. For informational purposes, the contractor is requested to complete Exhibit A regarding the contractor's economic impact to the State of Missouri.
- j. Missouri Statewide Contract Quarterly Administrative Fee:

See attached State of Missouri Cooperative Contract Document CT231951003.

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

5. Lease Agreements: ***"Reserved"***

- 6. Subcontractors: All contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity's state, as shown on Contractor's NASPO ValuePoint-specific webpage, may provide sales and service support to users of this Participating Addendum. Participation of Contractor's contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Master Agreement.

- 7. Orders: Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing 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 the order.

- 8. Purchase Order Instructions: All Purchase Orders from the State or an approved purchasing entity should contain the following (1) Mandatory Language "PO is subject to NASPO ValuePoint Master Agreement number CTR060024 and State of Missouri Contract Number (if assigned/if not assigned use the PA number) (2) participating entity's Name, Address, Contact, & Phone-Number (3) Purchase order amount and (4) the assigned contract identification number that Contractor will provide the State for purchases under the (the "Contract Code") on all submitted purchase orders. Contractor is not responsible for paying any administrative fee on orders placed without the assigned Contract Code. During Contract performance, the contractor shall identify and make available to state agencies governed by RSMo Chapter 34, political subdivisions, and universities of the State of Missouri upon request a list of subcontractors, dealers, and distributors who will supply products or perform services in fulfillment of the contract requirements. Information shall include their name, the nature of services to be performed or products to be sold by product category/subcategory, address, telephone, facsimile, email, and federal tax identification number (TIN) (if the company is authorized to sell and invoice for products and services).

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

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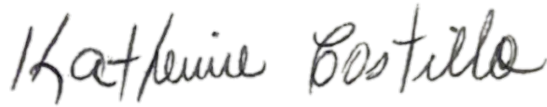
10. Price Agreement Number: All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the appropriate State of Missouri contract number associated with the manufacturer or dealer providing the product or service (CT231326003) and the Lead State master price agreement number (CTR060024).
11. Individual Customer: Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

This Participating Addendum and the Master Agreement number CTR060024 (administered by the State of Arizona) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the 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 Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

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IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

PARTICIPATING ENTITY: State of Missouri**CONTRACTOR**

Signature: 	Signature: 
Name: Karen Boeger	Name: Katherine Castillo
Title: Director of the Division of Purchasing	Title: Paralegal Advisor
Date: 11/3/2023	Date: 08-11-2023

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at info@naspovaluepoint.org.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.

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EXHIBIT A

Missouri Economic Impact: The utilization of Missouri businesses and Missouri employees and other positive economic impact in the provision of the products and/or services under this agreement between the State of Missouri and the contractor is highly desirable for the State of Missouri. Therefore, please provide responses to the following to describe your Missouri economic impact.

1. Provide a description of the company's economic presence within the State of Missouri, including Missouri employee statistics, Missouri business facilities (size, type of facility, location), Missouri subcontractors, etc.

Dell has 22 employees that reside in the State of Missouri to work the State of Missouri account. There are no facilities located in Missouri.

2. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products under the Missouri Contract.

To our knowledge there are no products being resold under this contract that are based in Missouri.

3. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.

To our knowledge Dell has no tax revenue obligations in the State of Missouri.

4. List all Missouri certified Minority Business Enterprises (MBE)/Women Business Enterprises (WBE) as defined at Website: <http://oeo.mo.gov> you will use in the provision of products and services under the contract:

There are no plans to use subcontractors with regards to this contract.

5. List all Missouri Organizations for the Blind or any Missouri Sheltered Workshops as listed at Websites <http://dese.mo.gov/special-education/sheltered-workshops/directories>, <http://www.lhbindustries.com> and <http://www.alphapointe.org> you will use in the provision of products and services under the contract:

None

6. List all Missouri Service-Disabled Veteran Business Enterprises (SDVE's) as listed at Websites <http://oa.mo.gov/sites/default/files/sdvelisting.pdf> you will use in the provision of products and services under the contract:

None

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EXHIBIT 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%

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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

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**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%

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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