



STATE OF LOUISIANA

Competitive Contract

Vendor: 310011483
Company
DELL MARKETING LP
STATE & LOCAL GOVTS
ONE DELL WAY RR8 BOX 8741
ROUND ROCK TX 78682
Phone : 8009813355
Fax : 8004339527

T Number: 91752
Version: 4
LAPS Contract: Yes
Fiscal Year: 2024
Min.Ord.Value: 0.00
Distributor Contract: Yes
PCard:Yes
Co-op Agreement:Yes

Contract number: 4400028252
Description: COMPUTER EQUIP/PERIPHERALS-DELL

Buyer Information
Name: ANNA COX
Tel Number: 2253428017
Email: anna.cox@la.gov

SEBD Vendor: No
SEHI Vendor: No
VSE Vendor: No
DVSE Vendor: No
Contract Valid Dates:
01/25/2024 - 06/30/2025

Supplier Text: Statewide Contract for the State of Louisiana to furnish Computer Equipment, Peripherals & Related Services, for a period of January 25, 2024 and ending June 30, 2025.

Contract is in accordance with the Dell Marketing LP NASPO ValuePoint Cooperative Purchasing Program, Master Agreement No. 23026.

Inclusions:

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

Exclusions:

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

E-Quote to be obtained from the State of Louisiana Dell Marketing NASPO ValuePoint website:
<https://www.dell.com/en-us/dt/industry/state-local-government/contracts/naspo-computer/index.htm#accordion0>
and attached to the purchase order.

Recommending Approval: _____

Approved by: _____

Contract number: 4400028252 T Number: 91752	Vendor: 310011483 Distributor Contract: YES	Page 2 of 5
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Purchase Order to reference Master Agreement No. 23026 and State Contract No. 4400028252.

Leasing:

Leasing is allowed under this contract 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: 474413-76446); corresponding Lease Schedule ("Schedule") duly executed by the parties (same Schedule attached to the MLA); and the process outlined in Attachment B - Lease Process to the Participating Addendum. Please refer to State Contract Number 4400022552 - Master Lease Agreement - Dell Financial.

For assistance regarding this contact:

Stephanie Storm
512-720-7635
stephanie_storm@dell.com

Joey Cascio
225-281-1562
joey.cascio@dell.com

Contract documents include:
Attachment A - Participating Addendum - Pages 1 - 19

Notice to Vendor:

Line	Material No. ----- Supplier Part No.	Description	Prod. Cat.	UOM	Net Price	Discount
1		Computer Equip., Peripherals, Services	43211500		0.00000	

Standard Terms and Conditions

1. THIS IS NOT AN ORDER TO SHIP (OR BEGIN SERVICE). A CONTRACT RELEASE OR PURCHASE ORDER MUST BE ISSUED BEFORE YOU ARE AUTHORIZED TO SHIP (OR BEGIN SERVICE).
2. THIS IS NOTICE THAT THE CONTRACT REFERENCED ABOVE HAS BEEN AWARDED TO YOU BASED ON THE BID (OR PROPOSAL) SUBMITTED. ALL TERMS, CONDITIONS, AND SPECIFICATIONS OF THE SOLICITATION WILL APPLY TO ALL ORDERS.
3. ANY AGENCY AUTHORIZED TO PURCHASE FROM THIS CONTRACT MUST ISSUE AN ORDER AND REFERENCE THE CONTRACT NUMBER, LINE NUMBER AND COMMODITY ITEM NUMBER FOR EACH ITEM.
4. CHANGES IN ITEMS TO BE FURNISHED ARE NOT PERMITTED (UNLESS APPROVED BY THE ISSUING AGENCY PRIOR TO DELIVERY). PRIOR APPROVAL MUST ALSO BE OBTAINED BEFORE DISTRIBUTORS CAN BE ADDED OR DELETED.
5. IF A DISTRIBUTOR LIST WAS SUBMITTED, CONTRACTOR MUST SEND COPIES OF THIS AWARD TO EACH DISTRIBUTOR.
6. QUANTITIES LISTED ARE ESTIMATED AND NO QUANTITIES ARE GUARANTEED (UNLESS "COMMITTED VOLUME" IS SPECIFICALLY STATED). CONTRACTOR MUST SUPPLY ACTUAL REQUIREMENTS ORDERED AT THE CONTRACT PRICE AWARDED.
7. COMPLIANCE WITH CIVIL RIGHTS LAWS.

THE CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE IV AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, 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 ACT OF 1975, AND CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. CONTRACTOR AGREES TO NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. 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 AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT.

8. IN ACCORDANCE WITH LA R.S. 39:1602.1, FOR ANY CONTRACTS WITH A VALUE OF \$100,000 OR MORE AND FOR ANY VENDOR WITH 5 OR MORE EMPLOYEES, THE VENDOR CERTIFIES THAT IT IS NOT ENGAGING IN A BOYCOTT OF ISRAEL AND IT WILL, FOR THE DURATION OF ITS CONTRACTUAL OBLIGATIONS, REFRAIN FROM A BOYCOTT OF ISRAEL.

9. CONTRACT CANCELLATION

THE STATE OF LOUISIANA HAS THE RIGHT TO TERMINATE THE CONTRACT 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 CONTRACTOR TOWARDS AN EMPLOYEE OR AGENT OF THE STATE; (E) CONTRACTOR'S INTENTIONAL VIOLATION OF THE 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.

THE STATE OF LOUISIANA MAY TERMINATE THE CONTRACT 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. THE STATE SHALL PAY 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.

THE STATE OF LOUISIANA HAS THE RIGHT TO TERMINATE THE CONTRACT FOR CAUSE BY GIVING THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR OF SUCH TERMINATION FOR ANY OF THE FOLLOWING NON-EXCLUSIVE REASONS: (A) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (B) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; OR, (C) ANY OTHER BREACH OF CONTRACT.

CONTRACT DISTRIBUTORS:

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THE REDESIGN GROUP
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310117473
HI-TECH COMPUTERS OF RUSTON INC
316 E GEORGIA AVE
RUSTON LA 71270
Telephone: 318-232-2702
Fax: 318-255-3331

310005656
SHI INTERNATIONAL CORP
290 DAVIDSON AVENUE
SOMERSET NJ 08873
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310009578
CHERBONNIER MAYER & ASSOC INC
CMA TECHNOLOGY SOLUTIONS
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310118196
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310191740
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310274346
SUMMUS INDUSTRIES INC
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SUGAR LAND TX 77478
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