



# STATE OF LOUISIANA Competitive Contract

Vendor: 310103018  
Company  
PURE STORAGE INC  
650 CASTRO ST STE 400  
MT. VIEW CA 94041  
Phone : 301-717-9968  
Fax : 410-414-211

T Number: 92881  
Version: 19  
LAPS Contract: Yes  
Fiscal Year: 2016  
Min.Ord.Value: 0.00  
Distributor Contract: Yes  
PCard:Yes  
Co-op Agreement:Yes

Contract number: 4400007635  
Description: PURE STORAGE MICROCOMPUTER - NASPO  
VP

**Buyer Information**  
Name: TRISTAN BABIN  
Tel Number: 2253424824  
Email: tristan.babin@la.gov

SEBD Vendor: No  
SEHI Vendor: No  
VSE Vendor: No  
DVSE Vendor: No  
Contract Valid Dates:  
09/22/2015 - 02/28/2023

**Supplier Text:** Pure Storage Computer Equipment

Computer Equipment in accordance with the Pure Storage NASPO ValuePoint Cooperative Purchasing Program, Master Agreement No. MNWNC-125.

E-Quote to be obtained from the State of Louisiana Pure Storage NASPO ValuePoint website and attached to the order. Order to reference Master Agreement No. MNWNC-125 and State Contract No. 4400007635.

Band 5: Storage

Related peripherals and services

Exclusions:

Professional Services, Consulting Services, Lease Agreements, Trade-Ins, Takeback Program, Travel

Total release/purchase order amount shall not exceed \$1,000,000.00. Procurements shall not be artificially divided to circumvent the \$1,000,000.00 threshold.

**Notice to Vendor:**

Recommending Approval:

Approved by:

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Line	Material No.	Description	Prod. Cat.	UOM	Net Price	Discount
	Supplier Part No.					
1		COMPUTER EQUIPMENT- STORAGE	43211500	EA	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

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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:**

310047204  
TRANSFORMYX  
6867 BLUEBONNET BLVD  
BATON ROUGE LA 70810  
Telephone: 225-761-0088  
Fax: 225-767-3445

310009578  
CHERBONNIER MAYER & ASSOC INC  
CMA TECHNOLOGY SOLUTIONS  
8180 YMCA PLAZA DR  
BATON ROUGE LA 70810  
Telephone: 225-927-9200  
Fax: 225-927-9443

310010982  
SHI INTERNATIONAL CORP  
PO BOX 952121  
DALLAS TX 75395-2121  
Telephone: 888-394-5232

310011203  
CDW GOVERNMENT INC  
230 N MILWAUKEE AVE  
VERNON HILLS IL 60061  
Telephone: 3127059050  
Fax: 3127055669

310011048  
ICONVERGENCE INC  
2020 W. PINHOOK RD., SUITE 100  
LAFAYETTE LA 70508  
Telephone: 3377351303

310043594  
ROUNDTOWER TECHNOLOGIES INC  
5905 E GALBRAITH RD STE 3000  
CINCINNATI OH 45236-0702  
Telephone: 504-427-9122

310090346  
PRESIDIO NETWORK SOLUTIONS INC  
STE 102 1245 CAMELLIA BLVD  
LAFAYETTE LA 70508  
Telephone: (225) 302-8822

310011740  
MAINLINE INFORMATION SYSTEMS INC  
1700 SUMMIT LAKE DR  
TALLAHASSE FL 32317  
Telephone: 850-219-5183  
Fax: 501-423-1259

310026439  
CONVERGEONE INC  
DBA VENTURE TECHNOLOGIES  
8545 UNITED PLAZA BLVD STE 379  
BATON ROUGE LA 70809  
Telephone: 225-928-9585

**AMENDMENT NUMBER 05 ("Amendment")  
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM  
PARTICIPATING ADDENDUM ("Addendum")**



**Computer Equipment  
Administered by the State of Minnesota ("Lead State")**

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**MASTER AGREEMENT  
Master Agreement No. MNWNC-125  
Pure Storage, Inc. ("Contractor")**

**And**

**The State of Louisiana ("Participating State")  
Participating State Contract Number: 4400007635**

**THIS AMENDMENT NUMBER 05** is by and between the State of Louisiana ("Participating State") and Pure Storage, Inc. ("Contractor").

**WHEREAS**, the State of Minnesota ("Lead State") has a Contract with the Contractor identified as Master Agreement No. MNWNC-125 effective April 1, 2015 through February 28, 2023, to provide Computer Equipment; and

**WHEREAS**, the State of Louisiana and Pure Storage, Inc. have executed a Participating Addendum, which is administered and utilized by the State of Louisiana as State Contract Number 4400007635; and

**WHEREAS**, the terms of the Participating Addendum specifically state that the Participating Addendum may be amended per agreement by both parties.

**NOW, THEREFORE**, it is agreed by the parties to amend the Participating Addendum as follows:

**1. Changes:**

**Section 4. Term**, revised to read as follows:

The term of this Participating Addendum and State Contract Number 4400007635 shall be effective upon the date of final execution below (the "Effective Date") by the State of Louisiana through February 28, 2023, unless otherwise terminated in accordance with the termination provisions of this Participating Addendum or the Master Agreement. This Participating Addendum and State Contract Number 4400007635 may be extended in accordance with the terms and conditions of the Master Agreement.

All other provisions, terms and conditions of the Participating Addendum shall remain in full force and effect. The original Participating Addendum and all Amendments constitute the entire Participating Addendum between the State and the Contractor. Any other oral or written communications between the parties before or after its execution shall not alter its effects, unless the change or modification is in writing and signed by authorized representatives of the State and the Contractor. In the event of a conflict between the terms and conditions of the Participating Addendum and this Amendment, the terms and conditions of this Amendment shall prevail.

**IN WITNESS WHEREOF**, the parties have executed this Amendment Number 05 as of the date of execution by both parties below.

Participating State: State of Louisiana	Contractor: Pure Storage, Inc.
By: <i>Felicia M. Sonnier</i>	By: <small>DocuSigned by:</small> <i>Michael Wiseman</i>
Name: Felicia M. Sonnier	Name: <del>Michael Wiseman</del> Michael Wiseman
Title: Deputy Director of State Procurement	Title: VP, Americas Public Sector
Date: <i>6/28/2022</i>	Date: June 23, 2022