



# 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: 21  
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 - 07/31/2023

**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: \_\_\_\_\_

Contract number: 4400007635 T Number: 92881	Vendor: 310103018 Distributor Contract: YES	Page 2 of 5
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Line	Material No. ----- Supplier Part No.	Description	Prod. Cat.	UOM	Net Price	Discount
1		COMPUTER EQUIPMENT- STORAGE	43211500	EA	0.00000	

Contract number: 4400007635 T Number: 92881	Vendor: 310103018 Distributor Contract: YES	Page 3 of 5
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### 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

Contract number: 4400007635 T Number: 92881	Vendor: 310103018 Distributor Contract: YES	Page 4 of 5
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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 LLC  
2020 W PINHOOK RD STE 100  
LAFAYETTE LA 70508  
Telephone: 337-735-1303

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

**PARTICIPATING ADDENDUM  
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM  
Computer Equipment  
Administered by the State of Minnesota (hereinafter "Lead State")**

**MASTER AGREEMENT  
Master Agreement No. MNWNC-125  
Pure Storage  
(hereinafter "Contractor")  
And  
The State of Louisiana  
(hereinafter "Participating State")  
Participating State Contract Number: 4400007635**

**1. Scope**

This Addendum covers the Computer Equipment/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.

The original solicitation contains the requirements and definitions establishing the following Product Bands allowed on the Master Agreement. The Master Agreement identifies the bands awarded to the Contract Vendor. The configuration limits and restrictions for the Master Agreement are provided with revisions identified by the Participating State in this Participating Addendum.

**2. Participation**

Use of specific NASPO ValuePoint cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

**3. Order of Precedence**

1. A Participating Entity's Participating Addendum ("PA"); A Participating Entity's 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 Minnesota NASPO ValuePoint Master Agreement
2. Minnesota NASPO ValuePoint Master Agreement (includes negotiated Terms & Conditions)
3. The Solicitation including all Addendums; and
4. Contract Vendor's response to the Solicitation

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to the Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the

Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

4. **Term**

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 March 31, 2017, 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.

5. **Non-Exclusive Contract**

The contract shall be non-exclusive and shall not in any way preclude the State of Louisiana from entering into similar contracts and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources.

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

- A. 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.

**NOTE:** The \$1,000,000.00 is a per release/purchase order limit and is not a limit on the annual amount that can be purchased from contract number 4400007635.

- B. The following Product Lines are excluded from purchase under State Contract Number 4400007635:

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

- C. **"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 the contract. Installation is to be used only at the time of the purchase of the component(s) from the state contract. 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.

- D. **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.**

**Changes to Master Agreement Terms and Conditions, B. WSCA-NASPO Terms and Conditions:**

- E. **Section 1. Administrative Fee**, ADD the following language:

Contractor shall pay a 1% administrative fee to the State of Louisiana. The fee shall be submitted quarterly and shall be based on the total net (gross sales minus returns, credits and deductions) sales to the State of Louisiana. The check is to be made payable to the State of Louisiana, Division of Administration, Office of State Procurement and is to be mailed to the Office of State Procurement, Attn: Kara Allen, P. O. Box 94095, Baton Rouge, LA 70804-9095. Payment shall be made in accordance with the following schedule:

First Quarter:	January 1 through March 31, due April 30
Second Quarter:	April 1 through June 30, due July 31
Third Quarter:	July 1 through September 30, due October 31
Fourth Quarter:	October 1 through December 31, due January 31

- F. **Section 3. Amendments**, ADD the following language:

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. **Section 5. Assignment**, ADD the following language:

The Contractor shall not assign any interest in this Participating Addendum or State Contract Number 4400007635 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. **Section 6. Cancellation**, REVISE to read as follows:

**Termination for Cause:** The State may terminate this Participating Addendum, State Contract Number 4400007635, or any order issued pursuant to State Contract Number 4400007635 for cause based upon the failure of Contractor to comply with the terms and/or conditions of this Participating Addendum, State Contract Number 4400007635, or any order issued pursuant to State Contract Number 4400007635 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 4400007635, or any order issued pursuant to State Contract Number 4400007635 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 4400007635, or any order issued pursuant to State Contract Number 4400007635, 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 may terminate this Participating Addendum, State Contract Number 4400007635, or any order issued pursuant to State Contract Number 4400007635 at any time by giving thirty (30) days written notice to contractor of such termination or negotiating with the Contractor an effective date.

**Termination for Non-Appropriation of Funds:** The continuation of this Participating Addendum, State Contract Number 4400007635, or any order issued pursuant to State Contract Number 4400007635 is contingent upon the continuation of an appropriation of funds by the legislature to fulfill the requirements of this Participating Addendum, State Contract Number 4400007635, or any order issued pursuant to State Contract Number 4400007635. If the legislature fails to appropriate sufficient monies to provide for the continuation of this Participating Addendum, State Contract Number 4400007635, or any order issued pursuant to State Contract Number 4400007635, 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 4400007635, or any order issued pursuant to State Contract Number 4400007635; this Participating Addendum, State Contract Number 4400007635, or any order issued pursuant to State Contract Number 4400007635 shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

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. Section 12. Governing Laws, ADD the following language:**

This Participating Addendum, State Contract Number 4400007635, or any order issued pursuant to State Contract Number 4400007635 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 4400007635, or any order issued pursuant to State Contract Number 4400007635 shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

**J. Section 13. Indemnification and Section 14. Indemnification-Intellectual Property, REVISE to read as follows:**

**INDEMNIFICATION AND LIMITATION OF LIABILITY:**

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of this contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State harmless, *without limitation*, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) State's unauthorized modification or alteration of a Product, Material or Service; (ii) State's use of the Service in combination with other products, materials, or services not furnished by Contractor; (iii) State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the state's exclusive remedy to take action no later than six (6) months after the issuance of an injunction in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract. Any injunction that is issued against the State which prevents the State from utilizing the Contractor's product in excess of six (6) months and for which the Contractor has not obtained for the State or provided to the State one of the alternatives set forth in the foregoing sentence is cause for the State to terminate the Contract. In the event of such termination, the State will not be obligated to compensate the Contractor for any costs incurred by the Contractor.

For all other claims against the Contractor where liability is not otherwise set forth in the Agreement as being without limitation, and regardless of the basis on which the claim is

made, Contractor's liability for direct damages, shall not exceed the lesser of \$100,000, or amounts paid by the State for services rendered by the Contractor under the Contract that gave rise to such claim. Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

**K. Section 24. Payment, ADD the following language:**

**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.

**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), EVP method that converts check payments to a Visa credit card account with unique security features and electronic remittance notifications, or EFT payments sent directly from the State's bank directly to the payee's bank. See Attachment A for additional information regarding electronic payment methods.

**Late Payments:** Interest due by a State agency for late payments shall be in accordance with La. R.S. 39:1695 and 13:4202.

**L. Section 25. Public Information, ADD the following language:**

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.

**M. Section 27. Reports, ADD the following language:**

Contractor shall submit detailed sales data reports quarterly to the State of Louisiana Contracts Manager. Initiation and submission of the quarterly reports to the State of Louisiana is the responsibility of the Contractor without prompting or notification by the State of Louisiana Contracts Manager. The format for the detailed sales data report shall be in accordance with Exhibit F – Reporting of the Master Agreement. The due dates of each quarterly report are as follows:

First Quarter:	January 1 through March 31, due April 30
Second Quarter:	April 1 through June 30, due July 31
Third Quarter:	July 1 through September 30, due October 31
Fourth Quarter:	October 1 through December 31, due January 31

**N. ADD the following clauses:**

**Contract Controversies:** Any claim or controversy arising out of this Participating Addendum, State Contract Number 4400007635, or any order issued pursuant to State Contract Number 4400007635, shall be resolved by the provisions of Louisiana Revised Statute 39:1673.

**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 4400007635, or any order issued pursuant to State Contract Number 4400007635. The Contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this Participating Addendum, State Contract Number 4400007635, or any order issued pursuant to State Contract Number 4400007635.

**7. Web Site**

The State of Louisiana Website Internet Catalog Purchasing Information (REV: 11/11/05) is incorporated into this Addendum. In the event the referenced Louisiana Procedure and the Master Agreement conflict, the Louisiana Procedure will prevail.

**8. Louisiana Pricing Schedule ("LAPS") Contract**

State Contract Number 4400007635 has been designated as a Louisiana Pricing Schedule ("LAPS") contract and LAC 34.V.1709 must be followed by Louisiana purchasing entities utilizing the contract.

**9. Primary Contacts**

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

**Contractor**

Name	Kim Bradbury
Address	650 Castro Street, Ste. 260, Mountain View, CA 94041
Telephone	301-717-9968
Fax	410-414-2117
E-mail	kim.bradbury@purestorage.com

**Participating State**

Name	Felicia Sonnier
Title	Assistant Director-Purchasing
Address	Office of State Procurement P. O. Box 94095 Baton Rouge, LA 70804-9095
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. Partner Utilization

Each State represented by NASPO ValuePoint participating in this Master Agreement independently have the option of utilizing partners. Only partners approved by the State of Louisiana, Office of State Procurement may be deployed. The State of Louisiana, Office of State Procurement will define the process to add and remove partners. The Contractors partners' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement. Approved partners are:

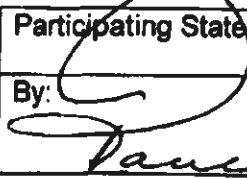

11. Terms

The State of Louisiana is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with applicable law.

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 4400007635 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.

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: Pure Storage, Incorporated
By: 	By: 
Name: Paul A. Holmes	Name: Dan Heydenfeldt
Title: Director of State Procurement	Title: VP Global Field Operations
Date: 9/22/15	Date: 9/18/15

**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 vendors, the State intends to make all payments to vendors electronically. The LaCarte procurement card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Vendors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Vendor Payment solution (EVP) or Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or EVP or have not already enrolled in EFT, you will be asked to comply with this request by choosing one of the following three options. You may indicate your acceptance below.

The LaCarte Procurement Card uses a Visa card platform. Vendors receive payment from state agencies using the card in the same manner as other Visa card purchases. Vendors 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 vendor 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 Purchasing on request.

EVP method converts check payments to a Visa credit card thereby streamlining payments to your organization. Participants receive a credit card account number with unique security features. This card will have \$0 available funds until an invoice is approved for payment. As payments are approved, electronic remittance notifications are sent via email along with approval to charge the card for that amount. EVP requires no change to current invoice procedures; it is secure, and does not require your bank information.

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 is available at <http://www.doa.louisiana.gov/OSRAP/EFTforWebsite.pdf>. To facilitate this payment process, you will need to complete and return both EFT enrollment forms found at <http://www.doa.louisiana.gov/ERP/pdfs/LaGov%20AP-03%20-%20EFT%20Vendor%20Enrollment%20Form.pdf> and <http://www.doa.louisiana.gov/OSRAP/EFTforWebsite.pdf>

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	_____	_____
EVP	_____	_____
EFT	_____	_____

\_\_\_\_\_  
Printed Name of Individual Authorized

\_\_\_\_\_  
Authorized Signature for payment type chosen

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email address and phone number of authorized individual

**AMENDMENT NUMBER 06 ("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 06** 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 July 31, 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 July 31, 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 06 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: <i>Michael Wiseman</i>
Name: Felicia M. Sonnier	Name: Mike Wiseman
Title: Deputy Director of State Procurement	Title: VP, Americas Public Sector Sales
Date: <i>2/14/2023</i>	Date: February 6, 2023