



STATE OF LOUISIANA

Competitive Contract

Vendor: 310099552
Company
HEWLETT PACKARD ENTERPRISE COMPANY
6280 AMERICA CENTER DR
SAN JOSE CA 95002
Phone : 650-857-1501

T Number: 92983
Version: 1
LAPS Contract: Yes
Fiscal Year: 2021
Min.Ord.Value: 0.00
Distributor Contract: Yes
PCard:Yes
Co-op Agreement:Yes

Contract number: 4400021185
Description: DATA COMM PRODUCTS & SERVICES - HPE

Buyer Information
Name: MARGARET SHAHEEN
Tel Number: 225-342-5491
Email: claire.shaheen@la.gov

SEBD Vendor: No
SEHI Vendor: No
VSE Vendor: No
DVSE Vendor: No
Contract Valid Dates:
06/01/2021 - 09/30/2024

Supplier Text: This contract is in accordance with NASPO ValuePoint Cooperative Purchasing Program Data Communications Products & Services 2019-2026. Contracts administered by the State of Utah, Master Agreement No. AR3228.

This contract 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.

Product lines included for purchase under the contract:
Category 1.2: Networking
Category 1.3: Routers, Switches, Security, and Networking Storage
Category 1.4: Wireless

<https://www.naspovaluepoint.org/portfolio/data-communications-2019-2026/hewlett-packard-enterprise-company/>

Product lines excluded from purchase under the contract: Professional Services, Partner Services, Consulting Services, and Lease Agreements.

Contract Limits:
Storage area networking purchases are limited to an individual contract line item cost not to exceed a cost of \$50,000 each and a total purchase order amount not to exceed \$1,000,000. Procurements shall not be artificially divided to circumvent the \$1,000,000 threshold.

Equipment Installation is limited to the unpacking, inventory, assembly of components, rack mounting of chassis,

Recommending Approval:

Claire Shaheen

Approved by:

Jelicia M. Sonnier

patch cord/cross connects and powering up of equipment. Vertical and horizontal wiring and cabling materials, equipment room patch panels/frames/racks, etc. and labor charges are specifically excluded from the contract.

Initial Software Configuration is limited to the configuring of software to support the routing, switching, feature/function assignments and/or security parameters required on the initial turn up of the equipment and software to deliver a functioning network product to the customer. Consulting services of any type to include, but not limited to, system design, capacity analysis, network performance evaluation, as well as any ongoing technical support are specifically excluded.

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.

Contact: Kyle Poulsen
 Phone: (985) 869-2980
 Email: kyle.poulsen@hpe.com

Contact: Amanda Spolec
 Phone: (501) 269-7080
 Email: Amanda.spolec@hpe.com

Notice to Vendor:

Line	Material No. ----- Supplier Part No.	Description	Prod. Cat.	UOM	Net Price	Discount
1		<p>Data Comm Products & Services - HPE</p> <p>Hewlett Packard Data communications equipment & associated OEM maintenance & training in accordance with the price list that can be accessed at: http://www.naspo.valuepoint.org/portfolio/data-communications-2019-2026/hewlett-packard-enterprise-company/</p> <p>Hewlett Packard Enterprise Company NASPO Valuepoint Master Agreement Number AR3228 E-quote#: _____ (Attach E-quote to order)</p> <p>See Contract Notes for product lines included for purchase under the contract; product lines excluded for purchase under the contract; and contract limits.</p>	43222600		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

Contract number: 4400021185 T Number: 92983	Vendor: 310099552 Distributor Contract: YES	Page 4 of 7
--	--	----------------

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:

310153594
AVEXON LLC
900 CAMP ST STE 4C1
NEW ORLEANS LA 70130
Telephone: 504-218-8664
Fax: 888-818-0430

310202905
NEXT STEP GROUP INC
NEXT STEP INNOVATION
703 HWY 80 W
CLINTON MS 39056
Telephone: 601-708-4500

310090656
EXECUTONE SYSTEMS CO OF LA INC
1016 HARIMAW COURT E
METAIRIE LA 70004
Telephone: (504) 838-9600
Fax: (504) 833-4725

310051039
GULF SOUTH TECHNOLOGY SOLUTIONS LLC
7668 GOODWOOD BLVD
BATON ROUGE LA 70806
Telephone: 225-216-2169
Fax: 225-216-2170

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

310046846
PRESIDIO NETWORKED SOLUTIONS INC
3300 WEST ESPLANDE AVE STE 101
METAIRIE LA 70002
Telephone: 225-235-6038
Fax: 504-708-4789

310040897
M S BENBOW & ASSOCIATES INC
2450 SEVERN AVE STE 400
METAIRIE LA 70001
Telephone: 504-836-8908

310035951
IN-TELECOM CONSULTING LLC
573 J F SMITH AVE
SLIDELL LA 70460
Telephone: 985-326-0250

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

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

310014515
HOWARD INDUSTRIES INC
DBA HOWARD TECHNOLOGY SOLUTION
PO BOX 1590
LAUREL MS 39441
Telephone: 8889123151
Fax: 6013995077

310014286
GOVCONNECTION INC
CONNECTION
732 MILFORD RD
MERRIMACK NH 03054-4631
Telephone: 800-800-0014
Fax: 603-683-0423

310014199
LOUISIANA TECHNOLOGY GROUP
2219 LAKESHORE DR STE 320
NEW ORLEANS LA 70122
Telephone: 5048139070
Fax: 5043240669

310050742
WOW TECHNOLOGIES INC
444 CAJUNDOME BLVD
LAFAYETTE LA 70506
Telephone: 337-291-9911
Fax: 337-291-1981

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

310011963
NWN CORPORATION
271 WAVERLY OAKS RD
WALTHAM MA 02452
Telephone: 2815061148

310012742
CAROUSEL INDUSTRIES OF NORTH
AMERICA INC
300 E MCNEESE ST STE 9 B
LAKE CHARLES LA 70605
Telephone: 601-718-3333
Fax: 601-899-8912

310013452
UNIVERSAL DATA INC
1400 DISTRIBUTORS ROW
NEW ORLEANS LA 70123
Telephone: 504-523-1466
Fax: 504-523-1075

310001746
COMPUTER SALES & SERVICES INC
1162 BARROW ST
HOUMA LA 70360

310013907
COMM & TECHNOLOGY INDUST INC
DBA COMMTECH INDUSTRIES INC
3240 S. I-10 SERVICE RD.
METAIRIE LA 70001
Telephone: 5042001333
Fax: 5042001310

Contract number: 4400021185
T Number: 92983

Vendor: 310099552
Distributor Contract: YES

Page
7 of 7

310006329
DETEL COMPUTER SOLUTIONS LLC
7845 HWY 1
MANSURA LA 71350
Telephone: 225-952-9430
Fax: 225-952-9432

310014139
CONVERGEONE
10900 NESBITT AVE SOUTH
BLOOMINGTON MN 55437
Telephone: 713-493-0280
Fax: 651-796-6608

**NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
PARTICIPATING ADDENDUM (“Addendum”)**



**Data Communication Products & Services (2019-2026)
Administered by the State of Utah (“Lead State”)**

**MASTER AGREEMENT
Master Agreement No. AR3228**

Hewlett Packard Enterprise Company (“Contractor”)

And

**The State of Louisiana (“Participating State”)
Participating State Contract Number: 4400021185**

The following products or services are included in this contract portfolio:

- Category 1.2: Networking
- Category 1.3: Routers, Switches, Security, and Networking Storage
- Category 1.4: Wireless

The following products or services are **excluded** from purchase under this Participating Addendum and State Contract Number 4400021185:

- Professional Services
- Consulting Services
- Partner Services
- Lease Agreements

1. Scope

This Participating Addendum covers the Data Communication Products & Services (2019-2026) contracts led by the State of Utah 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 4400021185 shall be effective upon the date of final execution below (the “Effective Date”) by the State of Louisiana through

September 30, 2024, unless otherwise terminated in accordance with the termination provisions of this Participating Addendum or the Master Agreement. This Participating Addendum and State Contract Number 4400021185 may be extended in accordance with the terms and conditions of the Master Agreement.

4. Non-Exclusive Contract

This Participating Addendum and State Contract Number 4400021185 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.

5. Modifications and/or Additions to the Master Agreement

- A. Storage Area Networking Purchases** are limited to an individual contract line item cost not to exceed a cost of \$50,000 each and a total purchase order amount not to exceed \$1,000,000. Procurements shall not be artificially divided to circumvent the \$1,000,000 threshold.
- B. Equipment Installation** is limited to the unpacking, inventory, assembly of components, rack mounting of chassis, patch cord/cross connects and powering up of equipment. Vertical and horizontal wiring and cabling materials, equipment room patch panels/frames/racks, etc. and labor charges are specifically excluded from the contract.
- C. Initial Software Configuration** is limited to the configuring of software to support the routing, switching, feature/function assignments and/or security parameters required on the initial turn up of the equipment and software to deliver a functioning network product to the purchaser. Consulting services of any type to include, but not limited to, system design, capacity analysis, network performance evaluation, as well as any ongoing technical support are specifically excluded.
- 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.**
- E. Administrative Fee or Rebate:**
The Contractor shall pay a 1% administrative fee or rebate to the State of Louisiana, Office of State Procurement (OSP). The administrative fee or rebate shall be submitted quarterly 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 4400021185. 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 4400021185.

The check is to be made payable to: Louisiana DOA-Office of State Procurement. The check is to be mailed to the Office of State Procurement, Attn: OSP Receivables Specialist, either through the U.S. Postal Service to OSP's box at: P. O. Box 94095, Baton Rouge, LA 70804-9095 or through a courier service to OSP's physical location at: 1201 North 3rd Street, 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	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

NOTE: CONTRACTOR SHALL INDICATE STATE CONTRACT NUMBER 4400021185 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.

F. Usage Reports:

The Contractor shall submit detailed contract usage reports **quarterly** to the State Procurement Analyst (SPA) for State Contract Number 4400021185 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 State Contract Number 4400021185.

The specific usage report content, scope, and format requirements are available on the OSP website under Purchasing/Vendor Center/Vendor Forms:
<http://www.doa.la.gov/pages/osp/vendorcenter/forms/index.aspx>.

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 4400021185.

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

G. 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.

H. 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.

I. Assignment:

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

Number 4400021185 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.

J. Termination:

The State of Louisiana has the right to terminate this Participating Addendum, State Contract Number 4400021185, or any order issued pursuant to State Contract Number 4400021185 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.

Termination for Cause:

The State of Louisiana may terminate this Participating Addendum, State Contract Number 4400021185, or any order issued pursuant to State Contract Number 4400021185 for cause based upon the failure of Contractor to comply with the terms and/or conditions of this Participating Addendum, State Contract Number 4400021185, or any order issued pursuant to State Contract Number 4400021185 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 4400021185, or any order issued pursuant to State Contract Number 4400021185 shall terminate on the date specified in such notice. Termination for Cause will not relieve the State or an agency within the State from obligation to pay for products shipped or services performed prior to the termination.

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 4400021185, or any order issued pursuant to State Contract Number 4400021185, 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 4400021185, or any order issued pursuant to State Contract Number 4400021185 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 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 4400021185, or any order issued pursuant to State Contract Number 4400021185 is contingent upon the continuation of an appropriation of funds by the legislature to fulfill the requirements of this Participating

Addendum, State Contract Number 4400021185, or any order issued pursuant to State Contract Number 4400021185. If the legislature fails to appropriate sufficient monies to provide for the continuation of this Participating Addendum, State Contract Number 4400021185, or any order issued pursuant to State Contract Number 4400021185, 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 4400021185, or any order issued pursuant to State Contract Number 4400021185; this Participating Addendum, State Contract Number 4400021185, or any order issued pursuant to State Contract Number 4400021185 shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated. Termination will not relieve the State or an agency within the State from obligation to pay for products shipped or services performed prior to the non-appropriation of funds.

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.

K. 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 4400021185 constitutes a default by the Contractor and may cause cancellation of this Participating Addendum, State Contract Number 4400021185, or any order issued pursuant to State Contract Number 4400021185 provided that the State shall give the Contractor written notice specifying the Contractor's failure and allow thirty (30) days to cure. 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 4400021185, or any order issued pursuant to State Contract Number 4400021185 shall terminate on the date specified in such notice. 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 any order issued pursuant to State Contract Number 4400021185 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. Termination for Default will not relieve the State or an agency within the State from obligation to pay for products shipped or services performed prior to the termination.

L. Governing Law:

This Participating Addendum, State Contract Number 4400021185, or any order issued pursuant to State Contract Number 4400021185 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 4400021185, or any order issued pursuant to State Contract Number 4400021185 shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

M. 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.

N. 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.

O. 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.

P. 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.

Q. Contract Controversies:

Any claim or controversy arising out of this Participating Addendum, State Contract Number 4400021185, or any order issued pursuant to State Contract Number 4400021185, shall be resolved by the provisions of Louisiana Revised Statute 39:1673.

R. 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 4400021185, or any order issued pursuant to State Contract Number 4400021185. 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 4400021185, or any order issued pursuant to State Contract Number 4400021185.

S. 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 4400021185, or any order issued pursuant to State Contract Number 4400021185 for a period of five (5) years from the date of final payment made under this Participating Addendum, State Contract Number 4400021185, or any order issued pursuant to State Contract Number 4400021185 or as required by applicable State and Federal Law. Records shall be made available by the Contractor during normal working hours for this purpose.

T. Record Retention:

The Contractor shall maintain all records in relation to this Participating Addendum, State Contract Number 4400021185, or any order issued pursuant to State Contract Number 4400021185 for a period of at least five (5) years after final payment.

U. 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 4400021185, or any order issued pursuant to State Contract Number 4400021185 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.

V. 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 the Contract and debarment from future contracts.

W. 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.

X. 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 4400021185, or any order issued pursuant to State Contract Number 4400021185, if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of this Participating Addendum, State Contract Number 4400021185, or any order issued pursuant to State Contract Number 4400021185.

6. Louisiana Pricing Schedule ("LAPS") Contract

State Contract Number 4400021185 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 4400021185.

7. Primary Contacts

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

Contractor

Name	Stacey Pierce
Address	6280 America Center Drive San Jose, CA 95002
Telephone	512-319-1012
E-mail	Stacey.pierce@hpe.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.

8. 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.

9. Subcontractors

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 4400021185 as an Authorized Distributor, the distributor must meet the following requirements:


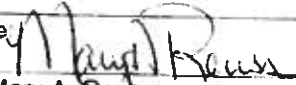
- a) Be approved and added to the Contractor's Approved Distributor Listing;
- b) Be enrolled in the State of Louisiana LaGov Vendor System;
- c) Be registered and in good standing with the Louisiana Secretary of State's office;
- d) Have no suspensions or debarments listed on the General Services Administration's website (www.sam.gov)

10. 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 4400021185 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.

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: Hewlett Packard Enterprise Company
Signature: 	Signature: 
Name: Paula Tregre	Name: Mary A. Reuss
Title: Director of State Procurement	Title: Contract Negotiator
Date:	Date: February 3, 2021

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 receive an award and 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.

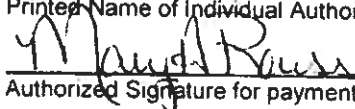
EFT payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional 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.

If an award is made to your company, 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	_____	_____
EFT	<u> X </u>	<u> X </u>

Mary A. Reuss
 Printed Name of Individual Authorized


 Authorized Signature for payment type chosen

February 3, 2021
 Date

mary.reuss@hpe.com / 512-319-0011
 Email address and phone number of authorized individual