



STATE OF LOUISIANA

Competitive Contract

Vendor: 310010890
Company
I B M CORPORATION
IBM STATE/LOCAL GOV'T 7100 HIGHLAND
SMYRNA GA 30082
Phone : 8774261751
Fax : 8002426329

T Number: 92346
Version: 16
LAPS Contract: Yes
Fiscal Year: 2010
Min.Ord.Value: 0.00
Distributor Contract: Yes
PCard:Yes
Co-op Agreement:Yes

Contract number: 4400000938
Description: IBM COMPUTER EQUIPMENT-NASPO VP

Buyer Information
Name: KIMBERLY ADAMS
Tel Number: 225-342-8043
Email: kim.adams@la.gov

SEBD Vendor: No
SEHI Vendor: No
VSE Vendor: No
DVSE Vendor: No
Contract Valid Dates:
11/04/2015 - 03/31/2020

Supplier Text: IBM Computer Equipment

Computer Equipment in accordance with the IBM Corporation NASPO ValuePoint Cooperative Purchasing Program, Master Agreement No. MNWNC-116.

E-Quote to be obtained from the State of Louisiana IBM Corporation NASPO ValuePoint website and attached to the order. Order to reference Master Agreement No. MNWNC-116 and State Contract No. 4400000938.

Band 4: Servers
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: Kimberly Adams Approved by: Delicia M. Somier

Line	Material No. ----- Supplier Part No.	Description	Prod. Cat.	UOM	Net Price	Discount
1		MICROCOMPUTERS PERIPHERAL SOFTWARE & SRV -SERVERS -STORAGE	43212000		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 EXECUTIVE ORDER NUMBER JBE 2018-15, EFFECTIVE MAY 22, 2018, 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)

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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.

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Distributor Contract: YES

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CONTRACT DISTRIBUTORS:

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

310009578
CHERBONNIER MAYER & ASSOC INC
CMA TECHNOLOGY SOLUTIONS
8180 YMCA PLAZA DR
BATON ROUGE LA 70810
Telephone: 225-927-9200
Fax: 2259279443

310036903
Sirius Computer Solutions, Inc
613 NW Loop 410, Suite 1000
SAN ANTONIO TX 78216
Telephone: 210-369-0617

310151888
VSS LLC
382 GALLERIA PKWY STE 400
MADISON MS 39110
Telephone: 601-898-7934

AMENDMENT NUMBER 03
To
PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No. MNWNC-116
IBM Corporation (hereinafter "Contractor")
And
The State of Louisiana (hereinafter "Participating State")
Participating State Contract Number: 4400000938

THIS AMENDMENT NUMBER 03 is by and between the State of Louisiana ("Participating State") and IBM Corporation ("Contractor").

WHEREAS, the State of Minnesota ("Lead State") has a Contract with the Contractor identified as Master Agreement No. MNWNC-116 effective April 1, 2015 through March 31, 2020, to provide Computer Equipment; and

WHEREAS, the terms of the Contract specifically state that the contract may be amended per agreement by both parties.

NOW, THEREFORE, the Parties agree to amend **Section 4. Term** of the Participating Addendum as follows:

1. The term of this Participating Addendum and State Contract Number 4400000938 shall be effective upon the date of final executive below (the "Effective Date") by the State of Louisiana through March 31, 2020, unless otherwise terminated in accordance with the termination provisions of this Participating Addendum or the Master Agreement. This Participating Addendum and State Contract Number 4400000938 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.

IN WITNESS WHEREOF, the parties have executed this Amendment Number 03 as of the date of execution by both parties below.

Participating State: State of Louisiana	Contractor: IBM Corporation
By: <i>Felicia M. Sonnier</i>	By: <i>Karen Schneider</i>
Name: Felicia M. Sonnier	Name: <i>Karen Schneider</i>
Title: Assistant Director of State Procurement	Title: <i>NASPO NAT'L Pgm Mgr</i>
Date: <i>3/4/19</i>	Date: <i>27 Feb 2019</i>