



STATE OF LOUISIANA Competitive Contract

Vendor: 310024913
Company
NetApp Inc.
495 E. Java Drive
Sunnyvale CA 94089
Phone : 703-918-7200
Fax : 703-918-7301

T Number: 92793
Version: 21
LAPS Contract: Yes
Fiscal Year: 2011
Min.Ord.Value: 0.00
Distributor Contract: Yes
PCard:Yes
Co-op Agreement:Yes

Contract number: 4400002790
Description: NETAPP INC COMPUTER EQUIPMENT-
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:
10/01/2015 - 02/28/2023

Supplier Text: NetApp, Inc. Computer Equipment

Computer Equipment in accordance with the NetApp, Inc. NASPO ValuePoint Cooperative Purchasing Program, Master Agreement No. MNWNC-121.

E-Quote to be obtained from the State of Louisiana NetApp, Inc. NASPO ValuePoint website and attached to the order. Order to reference Master Agreement No. MNWNC-121 and State Contract No. 4400002790.

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:

Line	Material No.	Description	Prod. Cat.	UOM	Net Price	Discount
	Supplier Part No.					
1		COMPUTER EQUIPMENT- STORAGE	43211500		0.00000	

Standard Terms and Conditions

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

THE CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE IV AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. CONTRACTOR AGREES TO NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY CONTRACTOR OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT.

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

9. CONTRACT CANCELLATION

THE STATE OF LOUISIANA HAS THE RIGHT TO TERMINATE THE CONTRACT IMMEDIATELY FOR ANY OF THE FOLLOWING REASONS: (A) MISREPRESENTATION BY THE CONTRACTOR; (B) CONTRACTOR'S FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE OF LOUISIANA; (C) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (D) ABUSIVE OR BELLIGERENT CONDUCT BY CONTRACTOR TOWARDS AN EMPLOYEE OR AGENT OF THE STATE; (E) CONTRACTOR'S INTENTIONAL VIOLATION OF THE PROCUREMENT CODE (LA. R.S. 39:1551 ET SEQ.) AND ITS CORRESPONDING REGULATIONS; OR, (F) ANY LISTED REASON FOR DEBARMENT UNDER LA. R.S. 39:1672.

THE STATE OF LOUISIANA MAY TERMINATE THE CONTRACT FOR CONVENIENCE AT ANY TIME (1) BY GIVING THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR OF SUCH TERMINATION; OR (2) BY NEGOTIATING WITH THE CONTRACTOR AN EFFECTIVE DATE. THE STATE SHALL PAY CONTRACTOR FOR, IF APPLICABLE: (A) DELIVERABLES IN PROGRESS, (B) THE PERCENTAGE THAT HAS BEEN COMPLETED SATISFACTORILY; AND, (C) FOR TRANSACTION-BASED SERVICES UP

Contract number: 4400002790
T Number: 92793

Vendor: 310024913
Distributor Contract: YES

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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

310005399
GLOBAL DATA SYSTEMS
310 LASER LANE
LAFAYETTE LA 70507
Telephone: 337-291-6500

310007126
DLT SOLUTIONS LLC
DLT SOLUTIONS
2411 DULLES CORNER PARK STE 800
HERNDON VA 20171
Telephone: 703-709-7172
Fax: (866) 419-7926

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

310012617
VIRTUAL ENTERPRISES INC
DBA ADVANCED SYSTEMS GROUP
12405 GRANT ST
THORNTON CO 80241
Telephone: 2257735170
Fax: 2255725266

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

**AMENDMENT NUMBER 04 ("Amendment")
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
PARTICIPATING ADDENDUM ("Addendum")**



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

**MASTER AGREEMENT
Master Agreement No. MNWNC-121
NetApp, Inc. ("Contractor")**

And

**The State of Louisiana ("Participating State")
Participating State Contract Number: 4400002790**

THIS AMENDMENT NUMBER 04 is by and between the State of Louisiana ("Participating State") and NetApp, Inc. ("Contractor").

WHEREAS, the State of Minnesota ("Lead State") has a Contract with the Contractor identified as Master Agreement No. MNWNC-121 effective April 1, 2015 through February 28, 2023, to provide Computer Equipment; and

WHEREAS, the State of Louisiana and NetApp, Inc. have executed a Participating Addendum, which is administered and utilized by the State of Louisiana as State Contract Number 4400002790; 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 4400002790 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 4400002790 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 04 as of the date of execution by both parties below.

Participating State: State of Louisiana	Contractor: NetApp, Inc.
By: <u>Felicia M. Sonnier</u>	By: <u>Max Long</u> <small>Max Long (Jun 15, 2022 08:51 PDT)</small>
Name: Felicia M. Sonnier	Name: Max Long
Title: Deputy Director of State Procurement	Title: SVP North America
Date: <u>6/23/2022</u>	Date: Jun 15, 2022

**AMENDMENT NUMBER 03 ("Amendment")
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
PARTICIPATING ADDENDUM ("Addendum")**



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

**MASTER AGREEMENT
Master Agreement No. MNWNC-121
NetApp, Inc. ("Contractor")**

And

**The State of Louisiana ("Participating State")
Participating State Contract Number: 4400002790**

THIS AMENDMENT NUMBER 03 is by and between the State of Louisiana ("Participating State") and NetApp, Inc. ("Contractor").

WHEREAS, the State of Minnesota ("Lead State") has a Contract with the Contractor identified as Master Agreement No. MNWNC-121 effective April 1, 2015 through July 31, 2022, to provide Computer Equipment; and

WHEREAS, the State of Louisiana and NetApp, Inc. have executed a Participating Addendum, which is administered and utilized by the State of Louisiana as State Contract Number 4400002790; 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 4400002790 shall be effective upon the date of final execution below (the "Effective Date") by the State of Louisiana through July 31, 2022, unless otherwise terminated in accordance with the termination provisions of this Participating Addendum or the Master Agreement. This Participating Addendum and State Contract Number 4400002790 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 03 as of the date of execution by both parties below.

Participating State: State of Louisiana	Contractor: NetApp, Inc.
By: <i>Felicia M. Sonnier</i>	By: _____ <small>Richard Scurfield (Jun 4, 2021 13:57 EDT)</small>
Name: Felicia M. Sonnier	Name: Rick Scurfield
Title: Assistant Director of State Procurement	Title: SVP and Chief Commercial Officer
Date: <i>6/9/2021</i>	Date: Jun 4, 2021

**AMENDMENT NUMBER 02 ("Amendment")
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
PARTICIPATING ADDENDUM ("Addendum")**



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

**MASTER AGREEMENT
Master Agreement No. MNWNC-121
NetApp, Inc. ("Contractor")**

And

**The State of Louisiana ("Participating State")
Participating State Contract Number: 4400002790**

THIS AMENDMENT NUMBER 02 is by and between the State of Louisiana ("Participating State") and NetApp, Inc. ("Contractor").

WHEREAS, the State of Minnesota ("Lead State") has a Contract with the Contractor identified as Master Agreement No. MNWNC-121 effective April 1, 2015 through July 31, 2021, 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, 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 4400002790 shall be effective upon the date of final execution below (the "Effective Date") by the State of Louisiana through July 31, 2021, unless otherwise terminated in accordance with the termination provisions of this Participating Addendum or the Master Agreement. This Participating Addendum and State Contract Number 4400002790 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 02 as of the date of execution by both parties below.

Participating State: State of Louisiana	Contractor: NetApp, Inc.
By: <i>Felicia M. Sonnier</i>	By: <i>[Signature]</i>
Name: Felicia M. Sonnier	Name: <i>Henri Richard</i>
Title: Assistant Director of State Procurement	Title: <i>EVP, WWFCO</i>
Date: February 12, 2020	Date: <i>Jan 8, 2020</i>

AMENDMENT NUMBER 01
To
PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
NetApp, Inc. (hereinafter "Contractor")
Master Agreement No. MNWNC-121
And
The State of Louisiana (hereinafter "Participating State")
Participating State Contract Number: 4400002790

THIS AMENDMENT NUMBER 01 is by and between the State of Louisiana ("Participating State") and NetApp, Inc. ("Contractor").

WHEREAS, the State of Minnesota ("Lead State") has a Contract with the Contractor identified as Master Agreement No. MNWNC-121 effective April 1, 2015 through March 31, 2017, 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 the Participating Addendum as follows:

1. **Section 4. Term**, changed to read: The term of this Participating Addendum and State Contract Number 4400002790 shall be effective upon the later of the date of final execution below by the State of Louisiana or October 1, 2015 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 4400002790 may be extended in accordance with the terms and conditions of the Master Agreement.
2. **Section 9. Primary Contacts**, changed to read:

Contractor

Name	Harry Franks
Address	1921 Gallows Road, Suite 600, Vienna, VA 22182
Telephone	703-918-7317
Fax	
E-mail	harry.franks@netapp.com

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 01 as of the date of execution by both parties below.

Participating State: State of Louisiana	Contractor: NetApp, Inc.
By: <i>Felicia M. Sonnier</i>	By: <i>Mary Jo Dorr</i>
Name: Felicia M. Sonnier	Name: Mary Jo Dorr
Title: Assistant Director of State Procurement	Title: Controller
Date: <i>3/23/17</i>	Date: 03/17/17

STATE PROCUREMENT
2017 MAR 22 PM 3:13

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

**MASTER AGREEMENT
Master Agreement No. MNWNC-121
NetApp, Inc.
(hereinafter "Contractor")
And
The State of Louisiana
(hereinafter "Participating State")
Participating State Contract Number: 4400002790**

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 4400002790 shall be effective upon the later of the date of final execution below by the State of Louisiana or October 1, 2015 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 4400002790 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 4400002790.

- B. The following Product Lines are excluded from purchase under State Contract Number 4400002790:

- Professional Services (excluding services as defined below)
- Consulting Services
- Lease Agreements
- Trade-Ins
- Take back 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 4400002790 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 4400002790, or any order issued pursuant to State Contract Number 4400002790 for cause based upon the failure of Contractor to comply with the terms and/or conditions of this Participating Addendum, State Contract Number 4400002790, or any order issued pursuant to State Contract Number 4400002790 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 4400002790, or any order issued pursuant to State Contract Number 4400002790 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 4400002790, or any order issued pursuant to State Contract Number 4400002790, 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 4400002790, or any order issued pursuant to State Contract Number 4400002790 at any time by giving thirty (30) days written notice to contractor of such termination or negotiating with the Contractor an effective date. The State is not obligated to pay for any goods or service accepted or provided after notice and effective date of termination. However, the Contractor will be entitled to payment for goods or services accepted or satisfactorily performed up until the effective date of the termination.

Termination for Non-Appropriation of Funds: The continuation of this Participating Addendum, State Contract Number 4400002790, or any order issued pursuant to State Contract Number 4400002790 is contingent upon the continuation of an appropriation of funds by the legislature to fulfill the requirements of this Participating Addendum, State Contract Number 4400002790, or any order issued pursuant to State Contract Number 4400002790. If the legislature fails to appropriate sufficient monies to provide for the continuation of this Participating Addendum, State Contract Number 4400002790, or any order issued pursuant to State Contract Number 4400002790, 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 4400002790, or any order issued pursuant to State Contract Number 4400002790; this Participating Addendum, State Contract Number 4400002790, or any order issued pursuant to State Contract Number 4400002790 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 4400002790, or any order issued pursuant to State Contract Number 4400002790 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 4400002790, or any order issued pursuant to State Contract Number 4400002790 shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

J. **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 payment's 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.

K. 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.

L. 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

M. ADD the following clauses:

Contract Controversies: Any claim or controversy arising out of this Participating Addendum, State Contract Number 4400002790, or any order issued pursuant to State Contract Number 4400002790, 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 4400002790, or any order issued pursuant to State Contract Number 4400002790. 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 4400002790, or any order issued pursuant to State Contract Number 4400002790.

7. Website

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 4400002790 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	Denise Orosco
Address	495 East Java Drive, Sunnyvale, CA 94089
Telephone	530-644-1467
Fax	
E-mail	denise.orosco@netapp.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 will be listed on the State of Louisiana NetApp NASPO ValuePoint website and on the State's landing page on Contractor's website: <http://www.netapp.com/us/how-to-buy/wsca/index-MNWNC121.aspx>.

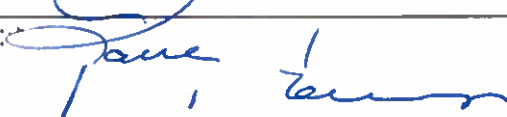

11. Terms

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 within the State must include the State Contract Number 4400002790 as well as the Lead State Master Agreement Number MNWNC-121.

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: NetApp, Inc.
By: 	By: 
Name: Paul A. Holmes	Name: Robert Stein
Title: Director of State Procurement	Title: V.P. Sales
Date: 9/9/2015	Date: 9/1/15

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 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.

Payment Type	Will Accept	Already enrolled
LaCarte	_____	_____
EVP	_____	_____
EFT	<u> x </u>	<u> x </u>

Robert Stein
 Printed Name of Individual Authorized

[Signature]
 Authorized Signature for payment type chosen

9/11/15
 Date

Judy.ogle@netapp.com (408) 822-6126
 Email address and phone number of authorized individual