

STATE OF LOUISIANA

Competitive Contract

Vendor: 310005739

Company

CARAHSOFT TECHNOLOGY CORP 1860 MICHAEL FARADAY DR STE 100

RESTON VA 20190 Phone: 703-871-8500

Contract number: 4400010663

Description: CLOUD SOLUTIONS

SEBD Vendor: No SEHI Vendor: No VSE Vendor: No DVSE Vendor: No Contract Valid Dates: 03/03/2017 - 09/15/2026 T Number: 92911 Version: 1

LAPS Contract: Yes Fiscal Year: 2017

Min.Ord.Value: 0.00 Distributor Contract: Yes

PCard:No

Co-op Agreement:Yes

Buyer Information

Name: FELICIA SONNIER Tel Number: 225-342-8029 Email: felicia.sonnier@la.gov

Delivery: 30 Days After Receipt of Order

Supplier Text: Notice to Vendor:

Line	Material No.	Description	Prod. Cat.	MOU	Net Price	Discount
	Supplier Part					
	No.					
1		Cloud Solutions-Carahsoft	81112000		0.00000	
		The following products or services are included in			İ	
		this contract portfolio: PaaS; laaS; and SaaS.				
		This contract is in accordance with the NASPO				
		ValuePoint Cooperative Purchasing Program Cloud				
		Solutions 2016-2026 Contracts administered by the		i		
		State of Utah, Master Agreement No. AR2472.				
		Services accessed through this contract by State				
- 1		Executive Branch Agencies is subject to the				
		authority and prior approval of the State Chief				
ľ		Information Officer's Office				

Recommending Approval:	Approved by Pelicia M. Sonnier

 Contract number: 4400010663
 Vendor: 310005739
 Page

 T Number: 92911
 Distributor Contract: YES
 2 of 5

Line	Material No.	Description	Prod. Cat	. UOM	Net Price	Discount
	Supplier Part					
<u> </u>	No.					
		Services procured through this Contract require that the Agency enter into a Statement of Work; Transition Plan; and SLA with the Contractor.				
		Services must be validated prior to procurement to ensure they can be deployed and maintained in compliance with the Statewide Information Security Policy.				
		Carahsoft Primary Contact: Bethany Blackwell, 1860 Michael Faraday Drive, Suite 100, Reston, VA 20190; Phone: 703-230-7435; Fax: 703-871-8505; Email: NASPO@carahsoft.com.				

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.
- IF A DISTRIBUTOR LIST WAS SUBMITTED, CONTRACTOR MUST SEND COPIES OF THIS AWARD TO EACH DISTRIBUTOR.
- 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 DISIBILITIES 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. 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 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

 Contract number: 4400010663
 Vendor: 310005739
 Page

 T Number: 92911
 Distributor Contract: YES
 4 of 5

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 number: 4400010663
 Vendor: 310005739
 Page

 T Number: 92911
 Distributor Contract: YES
 5 of 5

CONTRACT DISTRIBUTORS:

ContractNur	ber Contract Line /	o. Catalog Item Number		Supplier Part No.	Gross Price	Unit of Measurement	Minimum Quantity	Discount	Discount Type	Price Base Otv. UOM	Valid From	Valid To
			Cloud Services, to include: PaaS; laaS; and						- 17-			10
440001	663	1 1027757	SaaS.		0	Lot	1		PERCENTAGE	1	3/3/2017	9/15/2026