



# STATE OF LOUISIANA Competitive Contract

Vendor: 310047193  
Company  
CISCO SYSTEMS INC  
170 W TASMAN DR  
SAN JOSE CA 95134  
Phone : 408-526-4000

T Number: 92531  
Version: 6  
LAPS Contract: Yes  
Fiscal Year: 2019  
Min.Ord.Value: 0.00  
Distributor Contract: Yes  
PCard:Yes  
Co-op Agreement:Yes

Contract number: 4400016086  
Description: DATA COMMUNICATIONS PROD & SVC

**Buyer Information**  
Name: KATIE ADDRESS  
Tel Number: 225-342-4832  
Email: katie.address@la.gov

SEBD Vendor: No  
SEHI Vendor: No  
VSE Vendor: No  
DVSE Vendor: No  
Contract Valid Dates:  
02/19/2013 - 05/31/2020

**Supplier Text:**

\*\*\*\*\*  
\*\*\*This contract is for Unified Communications/Telephony products ONLY. \*\*\*  
(Items and price for Unified Communications/Telephone products is attached)  
\*\*\*\*\*

\*\*\*See Contract 4400003810 for Product lines included for purchase under that contract:  
Routers; Switches; LAN/WAN wireless; CSU/DSU; Security; Optical; Storage Area Networking; Cisco Smartnet  
and Advanced Services (e.g., NOS).\*\*\*

This contract is in accordance with NASPO ValuePoint Cooperative Purchasing Program Data Communications  
Products & Services 14-19. Contracts administered by the State of Utah, Master Agreement No. AR233.

<https://www.naspovaluepoint.org/portfolios/portfolio-contractor/21/>

Discounts off list price will vary depending on reseller.

Product lines excluded from purchase under the contract:

1) Networking software, unless such software is: I) contractor's software that is necessary or required to support contractor's product lines; II) already loaded into contractor's equipment (as part of the product or product bundle; III) is part of the network and is not a standalone, third party product operating separately; and IV) is within the scope of the contract. The state of Louisiana reserves the right to exclude software products, which the state deems to be outside of the scope of the contract.

Recommending Approval: Katie Address Approved by: [Signature]

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2) Management and Monitoring software, unless such software is: I) contractor's software that is necessary or required to support contractor's product lines; II) already loaded into contractor's equipment (as part of the product or product bundle); III) is part of the network and is not a standalone, third party product operating separately; and IV) is within the scope of the contract. The state of Louisiana reserves the right to exclude software products, which the state deems to be outside of the scope of the contract.

3) Consulting services, subject to definition of equipment installation and initial software configuration.

4) Professional services, subject to definition for equipment installation and initial software configuration.

5) Advanced services, subject to definition for equipment installation and initial software configuration.

6) Hosting services, including software as a service.

7) Cisco Demo Loaner program

8) Try and Buy program

9) 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 release/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 and stack work, staging, 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. Staging is defined as "holding, organizing and/or assembling purchased equipment and materials as they arrive at designated areas for customers in preparation for installation".

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.

Training is limited to pre-developed training in support of products available through the contract that is included in a publicly available course catalog of training. No customized training is allowed.

Data communications products & services in accordance with the price list that can be accessed at: <http://www.cisco.com/c/en/us/solutions/industries/government/us-government-solutions-services/resources/government-contracts-funding-vehicles/state-local-government-contracts/naspo-valuepoint-datacom/louisiana.html>

See contract notes for product lines included for purchase under the contract; product lines excluded for purchase under the contract; and contract limits.

**Notice to Vendor:**

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Line	Material No. ----- Supplier Part No.	Description	Prod. Cat.	UOM	Net Price	Discount
1		Unified Communications- Cisco Systems  Unified communications products & services in accordance with the price list that is attached.  See contract notes for product lines included for purchase under the contract; product lines excluded for purchase under the contract; and contract limits.	43222600		0.00000	

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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 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.

### CONTRACT DISTRIBUTORS:

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

310014525  
GKR SYSTEMS INC  
DBA VENTURE TECHNOLOGIES  
860 CENTRE ST  
RIDGELAND MS 39158  
Telephone: 601-956-3750  
Fax: 601-956-3750

310047193  
CISCO SYSTEMS INC  
170 W TASMAN DR  
SAN JOSE CA 95134  
Telephone: 408-526-4000

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

310043594  
ROUNDTOWER TECHNOLOGIES INC  
5905 E GALBRAITH RD STE 3000  
CINCINNATI OH 45236-0702  
Telephone: 504-427-9122

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

310014114  
ENTERPRISE COMPUTING SERVICES  
LLC  
347 BERT KOUNS INDUSTRIAL LOOP  
SHREVEPORT LA 71106  
Telephone: 318-219-3427  
Fax: 318-219-3428

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

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

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310011247  
CHERBONNIER MAYER & ASSOC INC  
DAB CMA TECHNOLOGY SOLUTIONS  
8180 YMCA PLAZA DRIVE  
BATON ROUGE LA 70810  
Telephone: 2259279200  
Fax: 2259279443

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