

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
State of Missouri
(hereinafter "Participating State/Entity")

State of Missouri/Contract #MNWNC-121

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1. Scope:

This addendum allows for purchase of the following Computer Equipment/Services: Computer Equipment, Peripherals, and Related Services led by the State of Minnesota along with a multi-state sourcing team for use by state agencies and other entities located in the Participating State/Entity that is authorized by that state's statutes to utilize state/entity contracts, and which receives prior written approval of the state's chief procurement official.

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 shall only apply to political subdivisions/local governments authorized by Missouri statutes to use state contracts are subject to the prior approval of the state's Director of the Division of Purchasing and Materials Management. A political subdivision/local government is defined as any city, county, district, or other local governing body including state universities, community colleges, and K-12 public schools empowered to expend public funds and enrolled in the state's cooperative procurement purchasing program. Agencies governed by chapter 34 RSMo are specifically prohibited from using this agreement unless specifically authorized by the Director of the Division of Purchasing and Materials Management. Issues of interpretation and eligibility for participation are solely within the authority of the Director of the Division of Purchasing and Materials Management for the State of Missouri.

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 this 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 except for those within the Participating Addendum. The solicitation language prevails unless a mutually agreed exception has been negotiated.

4. Participating State Modifications or Additions to Master Agreement:

(Other modifications or additions apply only to actions and relationships within the Participating Entity.)

a. For the informational purposes, the contractor is requested to complete Exhibit A regarding their economic impact to the State of Missouri.

b. Missouri Statewide Contract Quarterly Administrative Fee:

- 1) The contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the contractor for all products and services provided under the contract. Payment of the one percent administrative fee shall be non-negotiable.
- 2) The contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total payments (minus returns and credits) received by the contractor during the calendar quarter as reported on the contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing and Materials Management (DPMM) no later than the 15th calendar day of the month immediately following the end of the calendar quarter, unless the 15th is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline.
- 3) Payments shall be made using one of the following acceptable payment methods:
 - Check: Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing and Materials Management, P.O. Box 809, Jefferson City, MO 65102 – 0809 OR Division of Purchasing and Materials Management, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.
 - Electronic Payment: Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing and Materials Management at (573) 751-2387.
- 4) All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one contract, then a separate check or electronic payment and associated transmittal document must be submitted by the contractor for each contract.
- 5) Missouri Statewide Contract Quarterly Administrative Fee Report:

The contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing and Materials Management which shall identify the total payments (minus returns and credits) received by the contractor from state agencies, political subdivisions, universities, and governmental entities in other states that were made pursuant to the contract.

The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Administrative Fee Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for total payments (minus returns and credits) received by the contractor during the calendar quarter. The Missouri Statewide Contract Quarterly Administrative Fee Report must be received by the Division of Purchasing and Materials Management (DPMM) no later than the 15th calendar day of the month following the reporting quarter entered on the report, unless the 15th is not a business day in which case the next business

day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no payments were received by marking the appropriate box on the report form.

The Missouri Statewide Contract Quarterly Administrative Fee Report form (Attachment 1) may be downloaded from the following DPMM website: <http://oa.mo.gov/purchasing/vendor-information>. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:

- **Mail:** Division of Purchasing and Materials Management,
P.O. Box 809, Jefferson City MO 65102-0809

OR

Division of Purchasing and Materials Management,
301 West High Street, Room 630, Jefferson City, MO 65101-1517

- **Fax:** (573) 526-9815
- **Email:** ereports@oa.mo.gov

The contractor shall agree that the Division of Purchasing and Materials Management reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing thirty (30) calendar days written notice to the contractor. The contractor shall also agree the Division of Purchasing and Materials Management may unilaterally amend the contract, with thirty (30) calendar days notice to the contractor to change the method of payment of the administrative fee, the timing for submission of the Missouri Statewide Contract Quarterly Administrative Fee Report, and/or timing for payment of the administrative fee. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing and Materials Management, the contractor shall comply with all contractual terms, as amended.

c. Missouri Statewide Contract Quarterly Usage Report:

- 1) The contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing and Materials Management (DPMM) which shall provide the Data Element information listed below:

Data Element	Description
Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the cover page of your contract with the State of Missouri.
Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for the person completing the report.
Contact Email Address	Email address for the person completing the report.
Date Report Submitted	Date the Missouri Statewide Contract Quarterly Usage Report is submitted to DPMM.
Reporting Quarter	Quarter for which the contractor is reporting purchases on the contract.
Entity Type	Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state.

Customer Name	Customer's name. If the customer has multiple locations, please only use the main entity name.
Product or Service Description	Description of product or service purchased.
Purchase Authorization Number/Identifier	Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card".
Contract Line Item Number	Line item number on the contract.
Quantity Delivered	Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project.
Unit Price Charged	Unit Price Charged (i.e. excluding credits) for the product or service purchased.
Extended Price	Quantity Delivered X Unit Price Charged.

- 2) The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Usage Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for the purchases made under the contract during the calendar quarter. The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing and Materials Management no later than the 15th calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made.
- 3) The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet (Attachment 2) is downloadable from <http://oa.mo.gov/purchasing/vendor-information> or utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: ereports@oa.mo.gov.
- 4) The contractor shall agree that the Division of Purchasing and Materials Management reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) calendar days' written notice to the contractor. The contractor shall also agree the Division of Purchasing and Materials Management may unilaterally amend the contract, with thirty (30) calendar days' notice to the contractor to change the timing for submission of the Missouri Statewide Contract Quarterly Usage Report. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing and Materials Management, the contractor shall comply with all contractual terms, as amended.

5. Primary Contacts:

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

<u>Contractor</u>	
Name	Denise Oroscio
Address	495 East Java Drive, Sunnyvale, CA 94089
Telephone	530-644-1467
Fax	
E-mail	Denise.orosco@netapp.com

Participating Entity

Name	Paul Linhardt
Address	301 W High St, Room 630
Telephone	573-751-4578
Fax	573-526-9816
E-mail	Paul.Linhardt@oa.mo.gov

6. Partner Utilization:

Each state represented by NASPO ValuePoint participating in this Master Agreement independently has the option of utilizing partners. Only partners approved by this Participating State may be deployed. The participating State will define the process to add and remove partners and may define the partner's role in their participating addendum. The Contractors partners' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement. Approved partners are:

The State of Missouri does not limited contractor partners accept that they must be based in the State of Missouri.

All of Contractor's authorized business partners are listed on the Missouri landing page located at <http://www.netapp.com/us/how-to-buy/wsca/index-MNWNC121.apx>.

7. Terms.

The Participating State/Entity is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with the applicable laws of the State of Missouri.

8. Orders:

All orders placed by Participating Entities or Purchasing Entities within the State must include the Participating State contract No.: MNWNC-121 as well as the Lead State Master Agreement No.: MNWNC-121.

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

Participating Entity: State of Missouri	Contractor: NetApp, Inc.
By: <i>Karen S. Boeger</i>	By: <i>Robert Stein</i>
Name: <i>Karen S. Boeger</i>	Name: Robert Stein
Title: <i>Director, Div. of Purchasing</i>	Title: V.P. Sales
Date: <i>8/21/15</i>	Date: <i>8/19/15</i>

EXHIBIT A

Missouri Economic Impact: The utilization of Missouri businesses and Missouri employees and other positive economic impact in the provision of the products and/or services under this agreement between the State of Missouri and Hewlett-Packard is highly desirable for the State of Missouri. Therefore, please provide responses to the following to describe your Missouri economic impact.

1. Provide a description of the company's economic presence within the State of Missouri, including Missouri employee statistics, Missouri business facilities (size, type of facility, location), Missouri subcontractors, etc.

NetApp currently employs 21 employees and 6 contractors in the State of Missouri. NetApp has an office located in Creve Coeur, Missouri, but due to organization reorganization NetApp will not have a branded office in Missouri after August 31, 2015. After the transition, Missouri NetApp employees and contractors will work either from the Regus space, a rented serviced office located at 2 City Place Drive in St. Louis, or from their home.

2. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products under Missouri Contract Number.

NetApp will produce products and services related to computer equipment including related peripherals and services.

3. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.

NetApp pays vendor's use tax, consumer's use tax, business license fees, franchise tax, income taxes and payroll taxes to the State of Missouri. For NetApp's Fiscal Year 2015, NetApp paid roughly \$165,000.00 in taxes to the State of Missouri.

4. List all Missouri certified Minority Business Enterprises (MBE)/Women Business Enterprises (WBE) as defined at Website: <http://oeo.mo.gov> you will use in the provision of products and services under the contract:

None.

5. List all Missouri Organizations for the Blind or any Missouri Sheltered Workshops as listed at Websites <http://dese.mo.gov/special-education/sheltered-workshops/directories>, <http://www.lhbindustries.com> and <http://www.alphapointe.org> you will use in the provision of products and services under the contract:

None.

6. List all Missouri Service-Disabled Veteran Business Enterprises (SDVE's) as listed at Websites <http://oa.mo.gov/sites/default/files/sdvelisting.pdf> you will use in the provision of products and services under the contract:

None.