

Notice of Contract Purchase Agreement



State Of Rhode Island and Providence Plantations
Department of Administration
Division of Purchases
One Capitol Hill
Providence, RI 02908-5860

V E N D O R	NETAPP INC 495 EAST JAVA DR SUNNYVALE, CA 94089 United States
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MPA 345-COMPUTER EQUIPMENT, PERIPHERALS & RELATED SUPPLIES	
Award Number	3482280
Revision Number	0
Effective Period	01-OCT-2015 - 31-MAR-2017
Approved PO Date	16-NOV-2016
Vendor Number	50315

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
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Type of Requisition	*OTHER
Requisition Number	
Change Order Requisition Number	
Solicitation Number	
Freight	Paid
Payment Terms	NET 30
Buyer	- Cadoret, David
Requester Name	
Work Telephone	

This Purchase Order is issued pursuant to and in accordance with the terms and conditions of the solicitation and applicable federal, state, and local law, including the State of Rhode Island's purchasing regulations, available at www.purchasing.ri.gov.

VENDOR CONTACT INFORMATION UPDATED (11/22/16).

MPA 345-COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES

THE INITIAL TERM OF THIS CONTRACT WILL BE 10/1/15-3/31/17 (OPTIONS TO RENEW AVAILABLE)

NASPO-VALUEPOINT CONTRACT ID: MNWNC-121

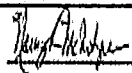
VENDOR CONTACT INFORMATION:
 PARTICIPATING ADDENDUM CONTACT
 NAME: HARRY FRANKS
 ADDRESS: 1921 GALLOWS RD, SUITE 600, VIENNA, VA 22182

INVOICE TO

The State of Rhode Island accepts electronic invoices via its supplier portal. To register and submit electronic invoices, visit the supplier portal at <http://controller.admin.ri.gov/iSupplier/isup/index.php>

To submit paper invoices, mail to: Department of Administration Controller, One Capitol Hill, 4th Floor, Providence 02908.

STATE PURCHASING AGENT


Nancy R. McIntyre

TELEPHONE: 703-918-7317
FAX: 703-918-7200
EMAIL: HARRY.FRANKS@NETAPP.COM

THE DIVISION OF INFORMATION TECHNOLOGY HAS AUTHORIZED THE FOLLOWING PRODUCTS BE PURCHASED UNDER THIS CONTRACT:
STORAGE

LINK TO HP WEBSITE:
[HTTP://WWW.NETAPP.COM/US/HOW-TO-BUY/WSCA/INDEX/MNWNC121.ASPX](http://www.netapp.com/us/how-to-buy/wsc/index/mnwnc121.aspx)

PURCHASES ABOVE 100,000 MUST BE FORWARDED TO THE DIVISION OF PURCHASES ON A REQUISITION.

Reference Documents: netapp signed participating
addendum-111616.pdf

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STATE PURCHASING AGENT


Nancy R. McIntyre

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 Rhode Island
(Hereinafter "Participating State/Entity")

(STATE OF RHODE ISLAND/Contract #3482280)

1. Scope: This addendum allows for purchase from the Computer Equipment, Peripherals and Related Services cooperative purchasing program, 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 Participating 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. The configuration limits within the Master Agreement are changed as follows: Peripherals configuration limit is increased to \$30,000.

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use Rhode Island 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 State's/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 WSCA-NASPO Master Agreement
 2. Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms & Conditions)
 3. The Solicitation including all Addendums; and
 4. Contractor's and/or Vendor's answers and/or responses 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. The solicitation language prevails unless a mutually agreed exception has been negotiated.

4. Participating State/Entity Modifications or Additions to Master Agreement:

- Rhode Island requires a MINIMUM DISCOUNT LEVEL of Twenty Percent (20%) for all Personal Computers, Laptop Computers, Tablets and all related end user client products.
- If financing and/or a leasing agreement is required for any purchase Rhode Island requires that said financing and/or leasing agreement be in accordance with Rhode Island law and/or the terms and conditions of said financing and/or leasing agreement be at least as favorable and/or no worse than those terms and conditions contained in the RFP and/or Master Price Agreement. Further, any and all financing and/or leasing agreement(s) must be pre-approved by the Rhode Island Division of Purchases, the Rhode Island Division of Legal Services and approved in writing by the Purchasing Agent and/or the Director Administration in his or her capacity as the Chief Purchasing Officer for the State of Rhode Island.
- Rhode Island specifically reserves the right notwithstanding any other terms and conditions contained in the RFP and/or Master Price Agreement to negotiate and enter into a Professional Services Agreement(s) with Contractor whenever said Professional Services Agreement is deemed necessary and required by the State of Rhode Island.
- Rhode Island specifically reserves the right notwithstanding any other terms and conditions contained in the RFP and/or the Master Price Agreement to require Contractor to maintain the following insurance requirements:
 - o Technology Errors & Omissions to include Network Security and Privacy Liability per claim and aggregate: \$3,000,000.
 - o Commercial General Liability \$1,000,000 per occurrence and aggregate; CGL to include personal and advertising liability and products and completed operations coverage.
 - o Workers Compensation at statutory requirements with minimum limits for employer liability of \$100,000 each accident, \$100,000 disease or policy limit and \$100,000 each employee.
- If any equipment is financed and/or obtained via a lease agreement Contractor shall carry joint loss payee insurance naming the State of Rhode Island as an additional and/or joint loss payee until such time and unless said equipment

receives final acceptance in writing from and by the State of Rhode Island. Contractor shall provide certificates of said insurance to the State of Rhode Island upon request.

- Rhode Island, through its Division of Purchases, hereby reserves the right to limit any Department of the State of Rhode Island, political subdivision of the State of Rhode Island and/or any other entity, buyer, purchaser, and/or user of the RFP, Master Price Agreement and/or Participating Addendum to a MAXIMUM allowable purchase amount to be determined by the Rhode Island Division of Purchases.
- Payment must be made in accordance with the Rhode Island "Prompt Payment Act", so-called. (RIGL 42-11.1-1 et. seq.)
- Notwithstanding the Master Price Agreement and the RFP, this Participating Addendum shall be construed, governed and be interpreted by and in accordance with the laws of the State of Rhode Island without reference to conflict of laws; venue of any action, whether in law and/or in equity, brought with regard to this agreement and/or engagement shall be in Providence County Superior Court, Providence, Rhode Island. Further Contractor hereby specifically acknowledges and accepts the personal jurisdiction of said court(s).
- Notwithstanding the definition of "Services" in the Master Price Agreement and the RFP Contractor shall provide Installation Services, Warranty Services, and Maintenance and Support Services as follows: Contractor warrants that hardware will materially conform to documented specifications for a period of three (3) years from the date of delivery. Contractor warrants that initially-shipped versions of software will materially conform to documented specifications and the software media will be free from physical defects for a period of ninety (90) days from the date of delivery. In the event of any material nonconformity in hardware or software purchases that is reproducible and verifiable, the Contractor will, at its sole discretion and expense, repair or replace the hardware or software, or refund the amounts received by the Contractor for the non-conforming hardware or software. Replacement parts will be warranted for the remainder of the hardware warranty period in effect for the original hardware purchased. The rights and remedies of both the State of Rhode Island and the Contractor under this warranty are in addition to any other rights and/or remedies provided under this Participating Agreement and/or provided by law and/or equity. Contractor shall at all times use commercially recognized and reasonable efforts to provide support and solutions pursuant to this Participating Addendum. Contractor shall use commercially recognized and reasonable efforts to respond in a reasonable time, in accordance with the purchased support agreement, to any request for support from the State and/or Eligible User. If Contractor is given Public Data and/or Confidential Data as part of this MPA, RFP and/or Participating Agreement the protection of said Public Data and/or Confidential Data shall be an integral part of the business activities of the Contractor to ensure that there is no inappropriate and/or unauthorized use of said Public Data and/or Confidential Data. In its sole discretion, the State of Rhode Island may require the Contractor and/or any of its employees and/or agents to enter into a Non-Disclosure Agreement(s) and/or a

Confidential Information Agreement(s). Such non-disclosure Agreements shall be entered into with the Contractor prior to the time of the relevant purchase.

The provisions of Section 4 of this Participating Addendum, with the exception of the provision regarding financing and/or entering into a lease agreement, may be waived if it is deemed in the best interest(s) of the State of Rhode Island. Said waiver must be in writing and signed and approved by either the Purchasing Agent and/or the Director of Administration in his or her capacity as the Chief Purchasing Officer for the State of Rhode Island. The State hereby expressly reserves the right to request from the Vendor new and/or additional price quotes on larger acquisitions and/or purchases.

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

Contractor

Name	Harry Franks
Address	1921 Gallows Road, Suite 600, Vienna, VA 22182
Telephone	703-918-7317
Fax	703-918-7200
E-mail	Harry.Franks@netapp.com

Participating Entity

Name	David A. Cadoret-Division of Purchases-State of Rhode Island
Address	1 Capitol Hill, Providence, RI 02908
Telephone	401-574-8131
Fax	401-574-8387
E-mail	David.cadoret@purchasing.ri.gov

6. Partner Utilization: Each Participating State/Entity represented by NASPO ValuePoint participating in this Master Agreement independently have the option of utilizing partners. Only partners approved by this Participating State/Entity may be deployed. The Participating State/Entity may define the process to add and remove partners and may define the partner's role in this Participating Addendum. The Contractors partners' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement and this Participating Addendum. Approved partners are shown on the Contractor's dedicated website for the Participating Entity and its respective eligible Purchase Entities, located at: <http://www.netapp.com/us/how-to-buy/wscs/index-MNWNC121.aspx>. All orders and payments are to be issued directly to Contractor's authorized partners.

7. **Terms:** The Participating State/Entity is agreeing to the terms and conditions of the Master Price Agreement ("MPA") only to the extent said terms and conditions are not in conflict with any of the terms and conditions of the Participating Addendum.

8. **Orders:** Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service under this Master Price Agreement and/or Participating Addendum shall be under and governed by the prices and other terms and conditions of the Participating Addendum if said prices, terms and other conditions are in conflict with MPA. Any Order placed by a Participating Entity or Purchasing Entity within the State must include the Participating State contract No. 3482280 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 State: <i>RHODE ISLAND</i>	Contractor:
By: <i>Nancy McIntyre</i>	By: <i>Robert Stein</i>
Name: <i>NANCY MCINTYRE</i>	Name: <i>Robert Stein</i>
Title: <i>PURCHASING AGENT</i>	Title: <i>VP Sales</i>
Date: <i>9/1/16</i>	Date: <i>8/31/16</i>

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	thay@naspovaluepoint.org

[Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases]