IDAHO

State of Idaho

CHANGE ORDER - 01

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number:	PADD15201019
Account Number:	AC-1
Revision Number:	01
Change Order Date:	June 2, 2015
Service Start Date:	June 1, 2015
Service End Date:	March 31, 2017
Payment Method:	Invoice
Payment Terms:	No Payment Terms specified
Currency	USD
FOB Instruction:	Destination
Attachment(s):	**PADD15201019 Pure Storage, Inc.pdf** :Signed PADD Document **Attachment A - Authorized Value Added Resellers (VARS).pdf** :PADD15201019 Attachment A - VARS **ChangeLog.htm** :Purchase Order Change

Supplier

Melanie stevens
Pure Storage
650 Castro Street
Suite 400
Mountain View, CA 94104
Phone: 206-708-5007

Fax:

Email: mels@purestorage.com

Buyer Contact

Shawna West
Tel:208-332-1602
Fax: 208-327-7320
Shawna.West@adm.idaho.gov

Contract Number:

Bill To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Ship To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Instructions

PADD15201019 Change Order 1

This PADD is for Computer Equipment pursuant to NASPO ValuePoint (Formerly "WSCA" or "WSCA-NASPO") Master Price Agreement, Minnesota Agreement No. MNWNC-125. This administrative change is to attach the PADD documents.

Original PADD: 6/1/15-3/31/17 $1,833,326.00

Change Order 1: 6/1/15-3/31/17 $0.00

Total PADD: $1,833,326.00

Supplier Part Number	Items Quantity	Back Order	Unit	Unit Price	Total
	22	0	MON	$83,333.00	$1,833,326.00

Item Description #1

#1

6/1/15 Administrative Change - Attach PADD

Delivery Date: June 2, 2015

Shipping Method: Delivery

Shipping Instructions: Shipping instructions will be given by each Participating Entity at the time of order.

Ship FOB: Destination

Attachment(s)

Special Instructions: Billing instructions will be given by each Participating Entity at the time of order.

Sub-Total (USD)	$1,833,326.00
Estimated Tax (USD)	$0.00
TOTAL: (USD)	$1,833,326.00

Note: If there is a next to an item's unit price, that indicates that the price has been discounted.

Signature : Shawna West

Signed By : Shawna West

IDAHO

State of Idaho

Participating Addendum

Purchase Order Summary

Purchase Order Name:	PADD - Computer Equipment - Pure Storage
Purchase Order Number:	PADD15201019
Contract Number:	
Purchase Order Date:	June 1, 2015
Service Start Date:	June 1, 2015
Service End Date:	March 31, 2017
Submitted By:	Shawna West
Payment Method:	Invoice
Payment Terms:	No Payment Terms specified

Supplier

Melanie stevens
Pure Storage
650 Castro Street
Suite 400
Mountain View, CA 94104
Phone: 206-708-5007

Fax:

Email: mels@purestorage.com

Buyer Contact

Shawna West
Tel:208-332-1602
Fax: 208-327-7320
Shawna.West@adm.idaho.gov

Bill To Address

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Various, Idaho 83702

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Ship To Address

DOP - Various State Agencies
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Various, Idaho 83702

Phone:	208-327-7465
Fax:	208-327-7320
Email:	purchasing@adm.idaho.gov
Mail Stop:	DOP - Various Locations

Additional Information

Instructions

NOTICE OF STATEWIDE CONTRACT (PADD) AWARD

This PADD is for Computer Equipment pursuant to NASPO ValuePoint (Formerly "WSCA" or "WSCA-NASPO") Master Price Agreement, Minnesota Agreement No. MNWNC-125. This PADD is for the benefit of State of Idaho agencies, institutions, and departments; as well as eligible political subdivisions or other "Public Agencies," as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Master Agreement on an as needed basis for a period of 22 months, commencing June 1, 2015 and ending March 31, 2017, unless extended, renewed, or terminated earlier (the Master Agreement contains a provision for an option to extend up to 36 months after the initial term expires March 31, 2017).

PADD Title: Computer Equipment

PADD Usage Type: Mandatory Use

Public Agency Clause: Yes

PADD Administrator: Shawna West

Phone Number: 208-332-1602

Fax Number: 208-327-7320

Email: shawna.west@adm.idaho.gov

Contractor's Primary Contact: Melanie Stevens

Address: 650 Castro Street, Ste. 260, Mountain View, CA 94041

Phone Number: 206-708-5007

Email: mels@purestorage.com

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

QUANTITIES: The State of Idaho, Division of Purchasing, can only give an approximation of the monthly unit price and will not be held responsible for figures given in this document.

Quantity	Back Order	Unit	Supplier Part Number	Item Description	Commodity Code	Unit Price	Tax	Total
22	0	MON		#1 This Participating Addendum (PADD) covers the Computer Equipment contract issued by the State of Minnesota to Pure Storage, Inc. (Master Agreement No. MNWNC-125) for use by state agencies and other entities located in the State of Idaho.	20689	$83,333.00	$0.00	$1,833,326.00

Delivery Date: June 1, 2015

Shipping Method: Delivery

Shipping Instructions:

Ship FOB: Destination

Special Instructions:

TOTAL: (USD) $1,833,326.00

Signature : Shawna West

Signed By : Shawna West

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

Master Agreement No: MNWNC-125
Pure Storage, Inc.
(hereinafter "Contractor")
And
The State of Idaho
(hereinafter "Participating State")

1. Scope: This Participating Addendum (PADD) covers the Computer Equipment contract issued by the State of Minnesota to Pure Storage, Inc. (Master Agreement No. MNWNC-125) for use by state agencies and other entities located in the State of Idaho.

2. Participation: Use of NASPO ValuePoint (formerly "WSCA" or "WSCA-NASPO") cooperative contracts by agencies, political subdivisions and other entities 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 (in Idaho, the Administrator of the Division of Purchasing).

This PADD is for the benefit of State of Idaho agencies, institutions and departments; as well as eligible political subdivisions or other "Public Agencies," as defined by Idaho Code, Section 67-2327. The Public Agency placing an order (Ordering Entity) will issue individual releases (Orders) against this PADD on an as needed basis for the period noted above. "Public Agency" means any city or political subdivision of the state, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties; cities or any political subdivision created under the laws of the State of Idaho.

INDIVIDUAL CUSTOMER: Each Ordering Entity that places an Order under this PADD will be treated as if it is an Individual Customer. Except to the extent modified by this Participating Addendum, each Ordering Entity will be responsible to follow the terms and conditions of the Master Agreement; and will have the same rights and responsibilities for its purchases as the Lead State has in the Master Agreement. Each Ordering Entity will be responsible for its own charges, fees, and liabilities; and will have the same rights to any indemnity or to recover any costs allowed in the Master Agreement for its individual purchases.

3. Term: This PADD will be effective on the date of last signature, below, and continue through **March 31, 2017**, unless extended, renewed or terminated earlier (the Master Agreement contains a provision for an option to extend up to 36 months after the initial term expires March 31, 2017).

4. Participating State Modifications or Additions to Master Agreement:

Notwithstanding any provisions in the Master Agreement to the contrary, the following shall apply to this PADD:

4.1 Assignment: In accordance with Idaho Code 67-5726(1), no contract or order or any interest therein (i.e. this PADD or individual orders placed against this PADD) shall be transferred by the Contractor to whom such contract or order is given to any other party, without the approval in writing of the Administrator of the Division of Purchasing. Transfer of a contract without approval shall cause the annulment of the contract so transferred, at the option of the Participating State. All rights of action, however, for any breach of this PADD by the contracting parties are reserved to the Participating State.

4.2 Amendments: Amendments to the Master Agreement (including, but not limited to extensions, renewals, and modifications to the terms, conditions and pricing) will automatically be incorporated in this PADD unless the Participating State elects not to incorporate an amendment by providing written notification to Contractor; which notice must be provided within 10 working days of the date of the amendment to the Master Agreement, in order to be effective. Failure to provide notice in accordance with this Section 4.2 will result in the Master Agreement amendment automatically being incorporated in this PADD.

4.3 Governing Law: Notwithstanding any provision to the contrary, the state of Idaho's PADD and all orders issued under the PADD by Ordering Entities within the state of Idaho, shall be construed in accordance with and governed by the laws of the state of Idaho. Any action to enforce the provisions of this PADD shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PADD is held to be invalid or unenforceable by a court, the remaining terms of this PADD will remain in full force and effect. Except to the extent the provisions of the PADD are clearly inconsistent therewith, the PADD shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUCC).

4.4 Administrative Fee and Quarterly Usage Report:

The prices to be paid by the Ordering Entities shall be inclusive of a one and one quarter percent (1.25%) Administrative Fee (the Participating State understands and agrees that Contractor will raise the negotiated Price Agreement prices by this amount). This additional percentage represents the Ordering Entity's contract usage administrative fee. On a quarterly basis, Contractor will remit to **State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075** an amount equal to one and one quarter percent (1.25%) of Contractor's net (sales minus credits) quarterly Contract sales.

For Example: *If the total of your net sales to Ordering Entities for one quarter = $10,000, you would remit $10,000 x 0.0125 =* ***$125*** *to the Division of Purchasing for that quarter, along with the required quarterly usage report.*

Contractor will furnish detailed usage reports as designated by the Participating State. In ADDITION to any required detailed usage reports, Contractor must also submit a summary quarterly report of purchases made from the Contract utilizing the **PADD SUMMARY USAGE REPORT FORM** available for download at http://purchasing.idaho.gov/form2.html. A Summary Usage Report Form must be submitted for each quarter (enter "0" if no purchases were made during a quarter), and must include a

breakdown of purchases by Entity Type (i.e. State Agency, Higher Education, K-12, City, County and 'other'), as provided on the Form.

Reporting Time Line (Fiscal Year Quarters):		Fee and Report Due:
1st Quarter	July 1 - Sept 30	October 31st
2nd Quarter	Oct 1 - Dec 31	January 31st
3rd Quarter	Jan 1 - Mar 31	April 30th
4th Quarter	Apr 1 - Jun 30	July 31st

E-mail your completed Quarterly Summary Usage Reports to purchasing@adm.idaho.gov.

Mail your check, in the amount of the Quarterly Administrative Fee, to: **State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075.**

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

Contractor

Name	Melanie Stevens
Address	650 Castro Street, Ste. 260, Mountain View, CA 94041
Telephone	206.708.5007
Fax	
E-mail	mels@purestorage.com

Participating State

Name	Shawna West
Address	650 W. State St., B-15, P.O. Box 83720, Boise, ID 83720-0075
Telephone	208.332.1602
Fax	208.327.7465
E-mail	shawna.west@adm.idaho.gov

6. Partner Utilization:

Authorized Value Added Resellers (VARS) are provided on **Attachment A.**

7. Applicable Terms: The Participating State is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with applicable law.

8. Orders: Any Order placed by an Ordering Entity for a Product or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order. All orders placed by Ordering Entities within the state of Idaho must include the Participating State contract number: **PADD15201019** as well as the Lead State Master Agreement No. **MNWNC-125.**

9. Order of Precedence:

9.1 A Participating State's Participating Addendum ("PA"); A Participating State'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
9.2 Minnesota NASPO ValuePoint Master Agreement (includes negotiated Terms & Conditions)
9.3 The Solicitation including all Addendums; and
9.4 Contract Vendor's response to the Solicitation

10. Entire Agreement:

This PADD and the Master Agreement No. MNWNC-125, together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written. 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 in Section 9, above. Contractor 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 Contractor's response to the Solicitation, or terms listed or referenced on the Contractor's website, in the Contractor's quotation/sales order or in similar documents subsequently provided by the Contractor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

The parties have executed this PADD as of the date of the last signature below.

Participating State: **IDAHO**	Contractor: **PURE STORAGE, INC.**
By: Shawna West	By: DocuSigned by: Dan Heydenfeldt 8330F1A803264A7...
Name: Shawna West	Name: Dan Heydenfeldt
Title: Buyer, Division of Purchasing	Title: VP Global Field Operations
Date: 6/1/2015	Date: 6/1/2015

PARTICIPATING ADDENDUM
Pure Storage, Inc.
Computer Equipment
Attachment A

Authorized Value Added Resellers (VARS)

Mountain States	JD Parady	parady@mstates.com	801-856-6377
Compunet	Dan Beeler	dbeeler@compunet.biz	208-286-3000