



State of Idaho

## Participating Addendum

### Purchase Order Summary

**Purchase Order Number:** PADD18200466  
**Account Number:** AC-1  
**Purchase Order Date:** May 02, 2018  
**Service Start Date:** April 30, 2018  
**Service End Date:** March 31, 2019  
**Payment Method:** Invoice  
**Payment Terms:** NET30  
**Currency:** USD  
**FOB Instruction:** Destination  
**Attachment(s):** [PADD18200466.pdf](#) :

### Supplier

Allison Giglierano  
 Western Digital Technologies, Inc.  
 5601 Great Oaks Parkway  
 San Jose, CA 951119  
**Phone:** 831-600-5637  
  
**Fax:**  
  
**Email:** allison.giglierano@wdc.com

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**Contract Number:**

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### Bill To Address

DOP - Prog Mgr  
 Dept of Administration  
 Division of Purchasing  
 650 West State St Rm B-15  
 PO Box 83720  
 Boise, Idaho 83720  
**Phone:** 208-332-1600  
**Fax:** 208-327-7320  
**Email:** purchasing@adm.idaho.gov  
**Mail Stop:** DOP Program Manager

### Ship To Address

DOP - Prog Mgr  
 Dept of Administration  
 Division of Purchasing  
 650 West State St Rm B-15  
 PO Box 83720  
 Boise, Idaho 83720  
**Phone:** 208-332-1600  
**Fax:** 208-327-7320  
**Email:** purchasing@adm.idaho.gov  
**Mail Stop:** DOP Program Manager


### Instructions

This PADD is for Computer Equipment, Peripherals, and Related Services pursuant to NASPO ValuePoint Master Price Agreement, Minnesota Agreement No. MNNVP-136. This PADD is for the benefit of State of Idaho Agencies, Institutions, Departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. The Ordering Entity will issue individual releases (delivery or purchase orders) against this PADD on an as-needed basis.

Note: The dollar amount listed is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

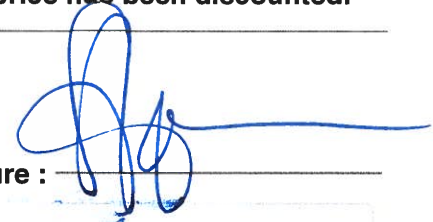
Contractor: Ship to the FOB Destination point and BILL DIRECTLY to the ORDERING ENTITY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Number on any

invoice/statement will facilitate efficient processing of payment.

Supplier Part Number	Items		Unit	Unit Price	Total
	Quantity	Back Order			
	1.00	0	ANN	1,000,000.00	\$1,000,000.00
<b>Item Description</b>	#1 Western Digital Participating Addendum - Computer Hardware and Peripherals 				
<b>Delivery Date:</b>	May 01, 2018				
<b>Shipping Method:</b>	Delivery				
<b>Shipping Instructions:</b>					
<b>Ship FOB:</b>	Destination				
<b>Attachment(s)</b>					
<b>Special Instructions:</b>					

<b>Sub-Total (USD)</b>	\$1,000,000.00
<b>Estimated Tax (USD)</b>	\$0.00
<b>TOTAL: (USD)</b>	\$1,000,000.00

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



**Signature :** \_\_\_\_\_

**Signed By :** Stephanie Wildman

**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM**  
**Computer Equipment, Peripherals, and Related Services**  
**Administered by the State of Minnesota (hereinafter "Lead State")**

Master Agreement No: MNNVP-136  
Western Digital Technologies, Inc.  
(hereinafter "Contractor")

And  
The State of Idaho  
(hereinafter "State")

**PADD18200466**

1. Scope: This Participating Addendum ("PADD") covers the Computer Equipment, Peripherals, and Related Services contract issued by the State of Minnesota to Western Digital Technologies, Inc. (Master Agreement No. MNNVP-136), for use by State agencies and other entities located in the State.

Contractor has been awarded a Band in the following category:

Band 5: Storage

Ruggedized equipment will be allowed.

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 in Section 3. "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 upon final executed signatures through **March 31, 2019**, unless extended, renewed, or terminated earlier.

4. Configuration Dollar Limits: This PADD is not for the purchase of major hardware. The dollar limits identified below are based on a single computer configuration. This is not a restriction on the purchase of multiple configurations. The following configuration limits apply to this PADD:

ITEM	CONFIGURATION*
Server	\$500,000.00
Peripherals	\$5,000.00
Services	No Limitation

\*Configuration is defined as the combination of hardware and software components that make up the total functioning system. Software purchases are considered a part of the configuration limit of the equipment.

Purchases outside these limits must receive approval from the Administrator.

5. Restrictions: This PADD is restricted to purchases of computer hardware manufactured by Contractor. Each Ordering Entity may also purchase Contractor services required for installation, maintenance, and upgrade of the procured hardware. Additionally, each Ordering Entity may purchase Contractor-offered peripherals compatible with the procured hardware. Purchases exclusively for software and printers will not be allowed via this PADD. Lease or rentals of equipment will also not be allowed via this PADD.

6. State Modifications or Additions to Master Agreement: Notwithstanding any provisions in the Master Agreement to the contrary, the following applies to this PADD:

6.1 Assignment: In accordance with Idaho Code 67-9230(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 and by the board of examiners pursuant to section 67-1027. Transfer of a contract without approval shall cause the annulment of the contract so transferred, at the option of the state. All rights of action, however, for any breach of this PADD by the contracting parties are reserved to the state.

6.2 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 State elects not to incorporate an amendment by providing written notification to Contractor; which notice must be provided within ten (10) business 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 6.2 will result in the Master Agreement amendment automatically being incorporated in this PADD.

6.3 Governing Law: Notwithstanding any provision to the contrary, the State's PADD and all orders issued under the PADD by Ordering Entities within the State shall be construed in accordance with and governed by the laws of the State. 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).

**6.4 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. 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  $\$10,000 \times 0.0125 = \$125$  to the Division of Purchasing for that quarter and submit 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. 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.

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

E-mail your completed Quarterly Summary Usage Reports to [purchasing@adm.idaho.gov](mailto:purchasing@adm.idaho.gov).

Quarterly Administrative Fees are due no later than sixty (60) calendar days after the end of each Fiscal Year Quarter, as outlined above. 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**.

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

Contractor

Name	Allison Giglierano
Address	7999 Gateway Blvd #120, Newark, CA 94560
Telephone	510.598.1059
Fax	
E-mail	allison.giglierano@tegile.com

State of Idaho

Name	Stephanie Wildman
Address	304 N. 8 <sup>th</sup> Street, Room 403, P.O. Box 83720, Boise, ID 83720-0075
Telephone	208 332-1611
Fax	208 327-7320
E-mail	<a href="mailto:Stephanie.Wildman@adm.idaho.gov">Stephanie.Wildman@adm.idaho.gov</a>

8. Partner Utilization: State authorized Value Added Resellers (VARs) are listed on the State of Idaho website, [http://purchasing.idaho.gov/statewide\\_contracts.html](http://purchasing.idaho.gov/statewide_contracts.html).

9. Applicable Terms: The State agrees to the terms of the Master Agreement only to the extent the terms are not in conflict with State law.

10. 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. All orders placed by Ordering Entities within the State must include the Participating State contract number: **PADD18200466** as well as the Lead State Master Agreement No. **MNNVP-136**.

11. Order of Precedence:

11.1 The State's PADD. The State's PADD shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contractor under the Terms of Minnesota NASPO ValuePoint Master Agreement.

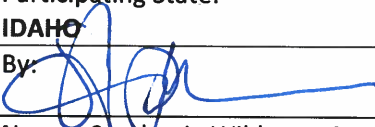
11.2 Minnesota NASPO ValuePoint Master Agreement (includes negotiated Terms & Conditions).

11.3 The Solicitation including all Addenda.

11.4 Contractor's response to the Solicitation.

12. Entire Agreement: This PADD and the Master Agreement No. MNNVP-136, 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 11, 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.

IN WITNESS WHEREOF, the parties execute this Participating Addendum.

Contractor: <b>WESTERN DIGITAL TECHNOLOGIES, INC.</b>	Participating State: <b>IDAHO</b>
By: <small>DocuSigned by:</small> <i>Phil Bullinger</i>	By: 
Name: <small>1D0D9D8911A1421...</small> Phil Bullinger	Name: Stephanie Wildman, CPPB
Title: SVP and GM, Data Center Systems	Title: Purchasing Officer, Division of Purchasing
Date: April 26, 2018	Date: 4/30/18