



**Idaho Division of Purchasing**

**Participating Addendum**

**Purchase Order Name:** Computer Equipment, Peripherals-Hewlett Packard Enterprise  
**Contract Number:** PADD16200016  
**Contract Value this Extension:** \$600,000.00 USD  
**Total Contract Value:** **\$24,486,000.00 USD**  
**Purchase Order Date:** 03/23/2020  
**Contract Term:** **04/01/2020 – 07/31/2021**  
**Submitted By:** Kaylee Starman

**Supplier**

Hewlett Packard Enterprise Company  
 3000 Hanover Street  
 Palo Alto, CA, 76179

**Phone:** +1 501-205-7807  
**Fax:** +1 000-000-0000  
**Email:** elizabeth.leach@hp.com

**Shipping Details**

**Ship FOB:** Destination, Prepaid  
**Shipping Instructions:** per agency order

**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**

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

**Payment Details**

**Payment Terms:** Net 30

**Participating Addendum**

PADD16200016 Change Order 5

This PADD is for Computer Equipment, Peripherals, and Related Services 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, is extended for an additional period of time, as provided above. All terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. NASPO ValuePoint Master Agreement Amendment 3 to extend Minnesota Agreement No. MNNVP-134 is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing 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.

Original PADD: 07/13/15-03/31/17 \$21,000,000.00

Change Order 1: 07/21/15-03/31/17 \$0.00

Change Order 2: 07/21/15-03/31/17 \$0.00 (Amendment 1)

Change Order 3: 4/1/17-3/31/18 \$886,000.00

Change Order 4: 4/1/18-3/31/20 \$2,000,000.00

Change Order 5: 4/1/2020 – 07/31/2021 (this Extension)

Total PADD Value: \$24,486,000.00

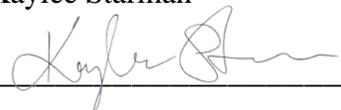
---

**Special Instructions:**

**Internal Comments:**

---

**Signature :** Kaylee Starman

**Signed By :**  \_\_\_\_\_

**AMENDMENT NO. 3 TO CONTRACT MNNVP-134**

**THIS AMENDMENT** is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and Hewlett Packard Enterprise, 6280 America Center Drive, San Jose, CA 95002 ("Contract Vendor").

**WHEREAS**, the State has a Contract with the Contract Vendor identified as Contract No. MNNVP-134, April 1, 2015 through March 31, 2020 ("Contract"), to provide Computer Equipment: Servers and Storage, including Related Peripherals and Services; and

**WHEREAS**, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

**WHEREAS**, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Office of State Procurement and the Contract Vendor in a fully executed amendment to the Contract.

**NOW, THEREFORE**, it is agreed by the parties to amend the Contract as follows:

1. That Contract No. MNNVP-134 is extended through July 31, 2021, at the same terms, conditions, and prices.

This Amendment is effective beginning April 1, 2020, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have caused this Amendment to be duly executed intending to be bound thereby.

<p><b>1. HEWLETT PACKARD ENTERPRISE</b> The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.</p> <p>By: <u>Mary A. Reuss</u> Signature: _____ Printed Name: <u>Mary A. Reuss</u></p> <p>Title: <u>Contract Negotiator</u></p> <p>Date: <u>November 12, 2019</u></p> <p>By: _____ Signature: _____ Printed Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p><b>2. OFFICE OF STATE PROCUREMENT</b> In accordance with Minn. Stat. § 16C.03, subd. 3.</p> <p>By: <u>[Signature]</u> Title: <u>Acquisition Management Specialist</u></p> <p>Date: <u>11/14/2019</u></p> <p><b>3. COMMISSIONER OF ADMINISTRATION</b> Or delegated representative.</p> <p>By: <u>[Signature]</u> Date: <u>11/14/2019</u></p>
--	--



State of Idaho

**CHANGE ORDER - 04**  
**PLEASE DO NOT DUPLICATE THIS ORDER.**

**Change Order Summary**

**Purchase Order Number:** PADD16200016

**Account Number:** AC-1

**Revision Number:** 04

**Change Order Date:** March 27, 2018

**Service Start Date:** July 21, 2015

**Service End Date:** March 31, 2020

**Payment Method:** Invoice

**Payment Terms:** No Payment Terms specified

**Currency:** USD

**FOB Instruction:** Destination

**Attachment(s):** [MA extension 2020 HPe.pdf](#) :  
[ChangeLog.htm](#) :Purchase Order Change

**Supplier**

Elizabeth Leach  
Hewlett Packard Enterprise Company  
3000 Hanover Street  
Palo Alto, CA 94304  
**Phone:** 501-205-7807

**Fax:****Email:** elizabeth.leach@hp.com**Buyer Contact**

Stephanie Wildman  
Tel:208-332-1611  
Fax: 208-327-7320  
Stephanie.Wildman@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**

PADD16200016 Change Order 4

This PADD is for Computer Equipment, Peripherals, and Related Services 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, is renewed for an additional period of time, as provided above. All terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. NASPO ValuePoint Master Agreement Amendment 2 to extend Minnesota Agreement No. MNNVP-134 is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing 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.

Original PADD: 07/13/15-03/31/17 \$21,000,000.00

Change Order 1: 07/21/15-03/31/17 \$0.00

Change Order 2: 07/21/15-03/31/17 \$0.00 (Amendment 1)

Change Order 3: 4/1/17-3/31/18 \$886,000.00

Change Order 4: 4/1/18-3/31/20 \$2,000,000.00

Total PADD Value: \$23,886,000.00

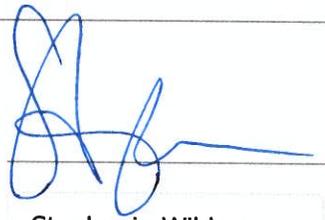
Supplier Part Number	Quantity	Items Back Order	Unit	Unit Price	Total
	2.00	0	ANN	1,000,000.00	\$2,000,000.00
<b>Item Description</b>	#1				
	Two (2) year renewal.				
<b>Delivery Date:</b>	April 01, 2018				
<b>Shipping Method:</b>	Delivery				
<b>Shipping Instructions:</b>	Shipping instructions will be given by each Ordering Entity at the time of order.				
<b>Ship FOB:</b>	Destination				
<b>Attachment(s)</b>					
<b>Special Instructions:</b>	Billing instructions will be given by each Ordering Entity at the time of order.				
				<b>Sub-Total (USD)</b>	\$2,000,000.00
				<b>Estimated Tax (USD)</b>	\$0.00

**TOTAL: (USD)**

**\$2,000,000.00**

**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



State of Idaho

**CHANGE ORDER - 03****PLEASE DO NOT DUPLICATE THIS ORDER.****Change Order Summary**

**Purchase Order Number:** PADD16200016

**Account Number:** AC-1

**Revision Number:** 03

**Change Order Date:** March 17, 2017

**Service Start Date:** July 21, 2015

**Service End Date:** March 31, 2018

**Payment Method:** Invoice

**Payment Terms:** No Payment Terms specified

**Currency:** USD

**FOB Instruction:** Destination

**Attachment(s):** [MA extension HPe.pdf](#) :  
[ChangeLog.htm](#) :Purchase Order Change

**Supplier**

Elizabeth Leach  
Hewlett Packard Enterprise Company  
3000 Hanover Street  
Palo Alto, CA 94304  
**Phone:** 501-205-7807

**Fax:****Email:** elizabeth.leach@hp.com**Buyer Contact**

Stephanie Wildman  
Tel:208-332-1611  
Fax: 208-327-7320  
Stephanie.Wildman@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**

**PADD16200016 Change Order 3**

This PADD is for Computer Equipment, Peripherals, and Related Services 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, is renewed for an additional period of time, as provided above. All terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. NASPO ValuePoint Master Agreement Amendment to extend Minnesota Agreement No. MNNVP-134 is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing 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.

Original PADD: 07/13/15-03/31/17 \$21,000,000.00

Change Order 1: 07/21/15-03/31/17 \$0.00

Change Order 2: 07/21/15-03/31/17 \$0.00 (Amendment 1)

This Renewal: 4/1/17-3/31/18 \$886,000.00

Total PADD Value: \$21,886,000.00

		Items				
Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total	
	1.00	0	ANN	886,000.00	\$886,000.00	
<b>Item Description</b>	#1					
	Three (3) year renewal.					
						
<b>Delivery Date:</b>	March 17, 2017					
<b>Shipping Method:</b>	Delivery					
<b>Shipping Instructions:</b>	Shipping instructions will be given by each Ordering Entity at the time of order.					
<b>Ship FOB:</b>	Destination					
<b>Attachment(s)</b>						
<b>Special Instructions:</b>	Billing instructions will be given by each Ordering Entity at the time of order.					

<b>Sub-Total (USD)</b>	\$886,000.00
<b>Estimated Tax (USD)</b>	\$0.00
<b>TOTAL: (USD)</b>	\$886,000.00

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

**AMENDMENT NO. 1 TO CONTRACT NO. MNNVP-134**

**THIS AMENDMENT** is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and Hewlett Packard Enterprise, 3000 Hanover St, Palo Alto, CA 94304 ("Contract Vendor").

**WHEREAS**, the State has a Contract with the Contract Vendor identified as Contract No. MNNVP-134, April 1, 2015, through March 31, 2017 ("Contract"), to provide Computer Equipment: (Servers and Storage, including Related Peripherals and Services); and

**WHEREAS**, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

**WHEREAS**, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Materials Management Division and the Contract Vendor in a fully executed amendment to the Contract.

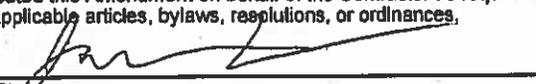
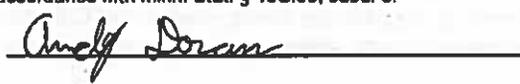
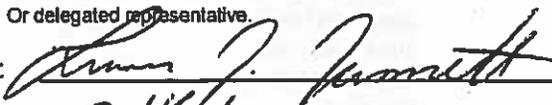
**NOW, THEREFORE**, it is agreed by the parties to amend the Contract as follows:

1. That Contract No. MNNVP-134 is extended through March 31, 2018, at the same prices, terms, and conditions.

This Amendment is effective beginning April 1, 2017, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

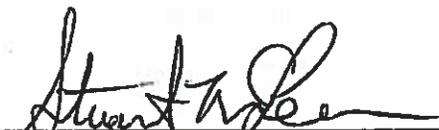
**IN WITNESS WHEREOF**, the parties have caused this Amendment to be duly executed intending to be bound thereby.

<p><b>1. HEWLETT PACKARD ENTERPRISE</b> The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.</p> <p>By: <u></u> Signature <u>Joshua Soreth-Harman</u> Printed Name</p> <p>Title: <u>Attorney-Specialist</u></p> <p>Date: <u>2/13/2017</u></p> <p>By: _____ Signature</p> <p>Printed Name _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p><b>2. OFFICE OF STATE PROCUREMENT</b> In accordance with Minn. Stat. § 16C.03, subd. 3.</p> <p>By: <u></u> Title: <u>Acquisition Management Specialist</u></p> <p>Date: <u>2/15/17</u></p> <p><b>3. COMMISSIONER OF ADMINISTRATION</b> Or delegated representative.</p> <p>By: <u></u> Date: <u>2/16/2017</u></p>
--	--

**SIGNATURE AUTHORIZATION FOR BIDS, QUOTES,  
CONTRACTS, BID BONDS, AND PERFORMANCE BONDS**

I certify that **Josh Soreth-Harman** is authorized to sign bids, quotes, contracts, bid bonds and performance bonds with government agencies, and other customers on behalf of Hewlett Packard Enterprise Company, in an amount up to **\$10,000,000** and affirm that his/her signature shall be binding on Hewlett Packard Enterprise Company. This authorization shall expire on April 30, 2017.

Dated: 5/10/2016

  
\_\_\_\_\_  
Stuart McLean, Manager – Americas Contract Operations.

\*\*\*\*\*

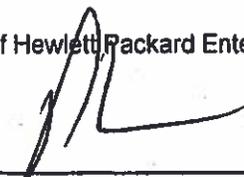
**“RESOLVED**, the Board hereby approves each of the individuals listed below to be authorized signatories of the Corporation (the “Authorized Signatories”), to individually sign bids, quotations, leases and contracts with customers and government agencies, up to an amount of \$50,000,000.00, including such bids and performance bonds as may be required in connection with such bids and contracts, and is further empowered to authorize employees of the Company to sign such bids, quotations, leases, contracts and bid and performance bonds, effective as of August 1, 2015:

- Stuart McLean
- Dan Ionnone
- Sonia Hairabedian
- Elizabeth Leach
- Brittany Dunaway
- Jessi Wallace
- June Eskridge
- Miriam Montejano
- Hector Mendoza
- Maria Jose Gascon

I, Rishi Varma, do hereby certify that I am the duly appointed SVP, Deputy General Counsel and Assistant Secretary of Hewlett Packard Enterprise Company, a Delaware corporation; that the foregoing is a full, true and correct copy of the resolution adopted by the Board of Directors of said corporation on July 28, 2015; and that the resolution has not been annulled, rescinded, or revoeked and remains in full force and effect.

**IN WITNESS WHEREOF**, I have signed my name and affixed the seal of Hewlett Packard Enterprise Company.

Dated: 5/12/16

  
\_\_\_\_\_  
Rishi Varma

(SEAL)



State of Idaho

**CHANGE ORDER - 02****PLEASE DO NOT DUPLICATE THIS ORDER.****Change Order Summary**

**Purchase Order Number:** PADD16200016  
**Account Number:** AC-1  
**Revision Number:** 02  
**Change Order Date:** August 9, 2016  
**Service Start Date:** July 21, 2015  
**Service End Date:** March 31, 2017  
**Payment Method:** Invoice  
**Payment Terms:** No Payment Terms specified  
**Currency:** USD  
**FOB Instruction:** Destination  
**Attachment(s):** [PADD1620016 Amd 1.pdf](#) : Purchase Order  
[ChangeLog.htm](#) : Change

**Supplier**

Elizabeth Leach  
 Hewlett Packard Enterprise Company  
 3000 Hanover Street  
 Palo Alto, CA 94304  
**Phone:** 501-205-7807

**Fax:****Email:** elizabeth.leach@hp.com**Buyer Contact**

Stephanie Wildman  
 Tel:208-332-1611  
 Fax: 208-327-7320  
 Stephanie.Wildman@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**

PADD16200016 Change Order 2

This PADD is for Computer Equipment, Peripherals, and Related Services pursuant to NASPO ValuePoint (Formerly "WSCA" or "WSCA-NASPO") Master Price Agreement, Minnesota Agreement No. MNWNC-115 and MNNVP-134. This Change Order is to incorporate Amendment 1 into the Contract. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. The signed Amendment 1 is attached and incorporated herein by reference.

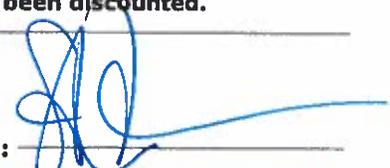
Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Original PADD: 07/13/15-03/31/17 \$21,000,000.00  
 Change Order 1: 07/21/15-03/31/17 \$0.00  
 Change Order 2: 07/21/15-03/31/17 \$0.00 (Amendment 1)  
 Total PADD: \$21,000,000.00

Supplier Part Number	Quantity	Items Back Order	Unit	Unit Price	Total
	21	0	MON	\$1,000,000.00	\$21,000,000.00
<b>Item Description</b>	#1				
	Change Order 2 - Amendment 1				
					
<b>Delivery Date:</b>	August 10, 2016				
<b>Shipping Method:</b>	Delivery				
<b>Shipping Instructions:</b>	Shipping instructions will be given by each Ordering Entity at the time of order.				
<b>Ship FOB:</b>	Destination				
<b>Attachment(s)</b>					
<b>Special Instructions:</b>	Billing instructions will be given by each Ordering Entity at the time of order.				

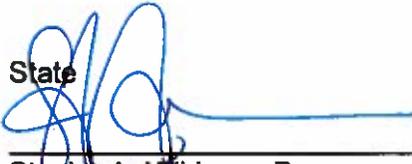
**Sub-Total (USD)** \$21,000,000.00  
**Estimated Tax (USD)** \$0.00  
**TOTAL: (USD)** \$21,000,000.00

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

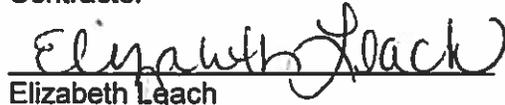
**Signature :**   
**Signed By :** Stephanie Wildman



3. This Amendment is effective upon the date of the last signature.

State   
Stephanie Wildman, Buyer

Date: 8-9-16

Contractor   
Elizabeth Leach

Date: 8-8-16



State of Idaho

**CHANGE ORDER - 01**

**PLEASE DO NOT DUPLICATE THIS ORDER.**

**Change Order Summary**

**Purchase Order Number:** PADD16200016  
**Account Number:** AC-1  
**Revision Number:** 01  
**Change Order Date:** July 21, 2015  
**Service Start Date:** July 21, 2015  
**Service End Date:** March 31, 2017  
**Payment Method:** Invoice  
**Payment Terms:** No Payment Terms specified  
**Currency:** USD  
**FOB Instruction:** Destination  
**Attachment(s):** [PADD16200016 Computer Equipment - Hewlett Packard Enterprise.pdf](#) : Signed PADD Document  
[ChangeLog.htm](#) : Purchase Order Change

**Supplier**

Elizabeth Leach  
 Hewlett Packard Enterprise Company  
 3000 Hanover Street  
 Palo Alto, CA 94304  
**Phone:** 501-205-7807  
**Fax:**  
**Email:** elizabeth.leach@hp.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**

PADD16200016 Change Order 1

This PADD is for Computer Equipment, Peripherals, and Related Services pursuant to NASPO ValuePoint (Formerly "WSCA" or "WSCA-NASPO") Master Price Agreement, Minnesota Agreement No. MNWNC-115 and MNNVP-134. This administrative change is to attach the PADD document.

Original PADD: 07/13/15-03/31/17 \$21,000,000.00

Change Order 1: 07/21/15-03/31/17 \$0.00

Total PADD: \$21,000,000.00

Supplier Part Number	Quantity	Items Back Order	Unit	Unit Price	Total
<b>Item Description</b>	21	0	MON	\$1,000,000.00	\$21,000,000.00
#1					
Change Order 1					
Administrative Change - Attach PADD					
					
<b>Delivery Date:</b>	July 21, 2015				
<b>Shipping Method:</b>	Delivery				
<b>Shipping Instructions:</b>	Shipping instructions will be given by each Ordering Entity at the time of order.				
<b>Ship FOB:</b>	Destination				
<b>Attachment(s)</b>					
<b>Special Instructions:</b>	Billing instructions will be given by each Ordering Entity at the time of order.				

**Sub-Total (USD)** \$21,000,000.00  
**Estimated Tax (USD)** \$0.00  
**TOTAL: (USD)** \$21,000,000.00

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

Signature : \_\_\_\_\_  
Signed By :



State of Idaho

**Participating Addendum**

**Purchase Order Summary**

**Purchase Order Name:** PADD Computer Equipment-Hewlett Packard Enterprise  
**Purchase Order Number:** PADD16200016  
**Contract Number:**  
**Purchase Order Date:** July 9, 2015  
**Service Start Date:** July 13, 2015  
**Service End Date:** March 31, 2017  
**Submitted By:** Shawna West  
**Payment Method:** Invoice  
**Payment Terms:** No Payment Terms specified

**Supplier**

Elizabeth Leach  
 Hewlett Packard Enterprise Company  
 3000 Hanover Street  
 Palo Alto, CA 94304  
**Phone:** 501-205-7807  
**Fax:**  
**Email:** elizabeth.leach@hp.com

**Buyer Contact**

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

**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

**Additional Information**

**Instructions**

**NOTICE OF STATEWIDE CONTRACT (PADD) AWARD**

This PADD is for Computer Equipment, Peripherals, and Related Services pursuant to NASPO ValuePoint (Formerly "WSCA" or "WSCA-NASPO") Master Price Agreement, Minnesota Agreement No. MNNVP-134. 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 Ordering Entity will issue individual releases (delivery or purchase orders) against this Master Agreement on an as needed basis for a period of approximately 21 months, commencing July 13, 2015, or on the first day following final executed PADD signatures, whichever is later, 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, Peripherals, and Related Services  
 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: Stacy Kearns  
 Address: 355 LedgeLawn Drive, Conway, AR 72034  
 Phone Number: 512-319-3018  
 Email: Stacy.lynn.kearns@hp.com

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 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
21	0	MON	#1		91365	\$1,000,000.00	\$0.00	\$21,000,000.00

This Participating Addendum (PADD) covers the Computer Equipment, Peripherals, and Related Services contract issued by the State of Minnesota to Hewlett Packard Enterprise (Master Agreement No. MNNVP-134), for use

by State agencies and other entities located in the State.



---

**Delivery Date:** July 13, 2015  
**Shipping Method:** Delivery  
**Shipping Instructions:** Shipping instructions will be given by each Ordering Entity at the time of order.  
**Ship FOB:** Destination  
**Special Instructions:** Billing instructions will be given by each Ordering Entity at the time of order.

---

**TOTAL: (USD)** \$21,000,000.00

---

**Signature :** \_\_\_\_\_  
**Signed By :**

**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-134 and MNWNC-115

Hewlett Packard Enterprise  
(hereinafter "Contractor")

And

The State of Idaho  
(hereinafter "State")

**PADD 16200016**

1. **Scope:** This Participating Addendum (PADD) covers the Computer Equipment, Peripherals, and Related Services contract issued by the State of Minnesota to Contractor (Master Agreement No. MNWNC-115 and MNNVP-134), for use by State agencies and other entities located in the State.

Contractor has been awarded Bands in the following categories:

Band 4: Server

Band 5: Storage

Ruggedized equipment will be allowed in Bands 4-5.

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 July 13, 2015, or on the first day following final executed signatures, whichever is later, and continue through March 31, 2017, 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*
Storage	\$500,000
Server	\$500,000
Peripherals	\$5,000
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.

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 67-5726(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. Transfer of a contract without approval shall cause the annulment of the contract so transferred, at the option of the Administrator. All rights of action, however, for any breach of this PADD by the contracting parties are reserved by the Administrator.

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 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 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 (the 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  $\$10,000 \times 0.0125 = \$125$  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. 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>Fee and 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).

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	Stacy Kearns
Address	355 Ledgelawn Drive, Conway, AR 72034
Telephone	512-319-3018
E-mail	Stacy.lyn.kearns@hp.com

**State of Idaho**

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	<a href="mailto:shawna.west@adm.idaho.gov">shawna.west@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: **PADD16200016** as well as the Lead State Master Agreement No. MNNVP-134.

11. **Order of Precedence:**

11.1 The State's Participating Addendum ("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 Contract Vendor under the Terms of Minnesota NASPO ValuePoint Master Agreement;

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

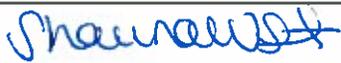
11.3 The Solicitation including all Addendums; and,

11.4 Contract Vendor's response to the Solicitation.

12. **Separation:** This Participating Addendum is based on Master Agreement No. MNWNC-115 until November 1, 2015. In accordance with the Assignment Agreement, as of November 1, 2015, this Participating Addendum is assigned to Master Agreement No. MNNVP-134.

13. **Entire Agreement:** This PADD and the Master Agreement No. MNNVP-134 and No. MNWNC-115, 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.

Participating State: IDAHO	Contractor: HEWLETT PACKARD COMPANY and HEWLETT PACKARD ENTERPRISE
By: 	By: 
Name: Shawna West	Name: Matthew C. Keck
Title: Buyer, Division of Purchasing	Title: Senior Counsel
Date: July 20, 2015	Date: July 20, 2015