



Idaho Division of Purchasing

Participating Addendum

Purchase Order Name: PADD - Computer Equipment - IBM
Contract Number: PADD16200511
Contract Value this extension: \$300,000.00 USD
Total Contract Value: **\$1,420,000.00**
Purchase Order Date: **03/19/2020**
Contract Term: **04/01/2020 – 07/31/2021**
Submitted By: Kaylee Starman

Supplier

International Business Machines, Corporation
4660 La Jolla Village Drive Suite 300
San Diego, CA, 83704

Phone: +1 720-397-5563
Fax: +1 000-000-0000
Email: kasch@us.ibm.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

PADD16200511 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 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 4 to extend Minnesota Agreement No. MNWNC-116 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: 12/01/2015-03/31/2017 \$800,000.00

Change Order 1: 12/02/2015-03/31/2017 \$0.00

Change Order 2: 4/1/2017-3/31/2018 \$160,000.00

Change Order 3: 4/1/2018-3/31/2019 \$160,000.00

Change Order 4: 4/1/2020-07/31/2021 \$300,000.00 (this extension)

Total PADD Value: \$1,420,000.00

Special Instructions:

Internal Comments:

Signature : Kaylee Starman

Signed By :  _____

AMENDMENT NO. 4 TO CONTRACT MNWNC-116

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and IBM Corporation, 4660 La Jolla Village Dr, Ste 300, San Diego, CA 92122 ("Contract Vendor").

WHEREAS, the State has a Contract with the Contract Vendor identified as Contract No. MNWNC-116, 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. MNWNC-116 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>1. IBM CORPORATION 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><i>Karen Schneider</i></u> Signature <u>Karen Schneider</u> Printed Name</p> <p>Title: <u>Nespa psm mgr</u></p> <p>Date: <u>Nov 15, 2019</u></p> <p>By: _____ Signature</p> <p>Printed Name _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>2. OFFICE OF STATE PROCUREMENT In accordance with Minn. Stat. § 16C.03, subd. 3.</p> <p>By: <u><i>[Signature]</i></u></p> <p>Title: <u>Acquisition Management Specialist</u></p> <p>Date: <u>11/15/2019</u></p> <p>3. COMMISSIONER OF ADMINISTRATION Or delegated representative.</p> <p>By: <u><i>[Signature]</i></u></p> <p>Date: <u>11/15/2019</u></p>
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State of Idaho

CHANGE ORDER - 04

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number: PADD16200511

Account Number: AC-1

Revision Number: 04

Change Order Date: March 26, 2019

Service Start Date: April 1, 2019

Service End Date: March 31, 2020

Payment Method: Invoice

Payment Terms: NET30

Currency: USD

FOB Instruction: Destination

Attachment(s): [MA Amd 2 - IBM.pdf](#) :
[ChangeLog.htm](#) :Purchase Order Change

Supplier

Karen Schneider
International Business Machines, C
4660 La Jolla Villaage Drive
Suite 300
San Diego, CA 91922
Phone: 720-397-5563

Fax:

Email: kasch@us.ibm.com

Buyer Contact

Jason Skelton
Tel:208-332-1610
Fax: 208-327-7320
Jason.Skelton@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

PADD16200511 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. MNWNC-116 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: 12/01/2015-03/31/2017 \$800,000.00


Change Order 1: 12/02/2015-03/31/2017 \$0.00

Change Order 2: 4/1/2017-3/31/2018 \$160,000.00

Change Order 3: 4/1/2018-3/31/2019 \$160,000.00

Change Order 4: 4/1/2019-3/31/2020 \$160,000.00 (this renewal)

Total PADD Value: \$1,280,000.00

Supplier Part Number	Quantity	Items		Unit	Unit Price	Total
		Back Order				
	1.00	0		ANN	160,000.00	\$160,000.00
Item Description	#1					
	One year renewal					
						
Delivery Date:	April 01, 2018					
Shipping Method:	Delivery					
Shipping Instructions:	Shipping instructions will be given by each Ordering Entity at the time of order.					
Ship FOB:	Destination					
Attachment(s)						
Special Instructions:	Billing instructions will be given by each Ordering Entity at the time of order.					

Sub-Total (USD)	\$160,000.00
Estimated Tax (USD)	\$0.00
TOTAL: (USD)	\$160,000.00

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

Signature : 

Signed By : Jason Skelton



State of Idaho

CHANGE ORDER - 03
PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number: PADD16200511

Account Number: AC-1

Revision Number: 03

Change Order Date: March 26, 2018

Service Start Date: December 1, 2015

Service End Date: March 31, 2019

Payment Method: Invoice

Payment Terms: NET30

Currency: USD

FOB Instruction: Destination

Attachment(s): [MA Amd 2 - IBM.pdf](#) :
[ChangeLog.htm](#) :Purchase Order Change

Supplier

Karen Schneider
International Business Machines, C
4660 La Jolla Villaage Drive
Suite 300
San Diego, CA 91922
Phone: 720-397-5563

Fax:

Email: kasch@us.ibm.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

PADD16200511 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 2 to extend Minnesota Agreement No. MNWNC-116 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: 12/01/2015-03/31/2017 \$800,000.00

Change Order 1: 12/02/2015-03/31/2017 \$0.00

Change Order 2: 4/1/2017-3/31/2018 \$160,000.00

Change Order 3: 4/1/2018-3/31/2019 \$160,000.00 (this renewal)

Total PADD Value: \$1,120,000.00

Supplier Part Number	Quantity	Items		Unit	Unit Price	Total
		Back Order				
	1.00	0		ANN	160,000.00	\$160,000.00
Item Description	#1					
	One year renewal					
	🚩					
Delivery Date:	April 01, 2018					
Shipping Method:	Delivery					
Shipping Instructions:	Shipping instructions will be given by each Ordering Entity at the time of order.					
Ship FOB:	Destination					
Attachment(s)						
Special Instructions:	Billing instructions will be given by each Ordering Entity at the time of order.					

Sub-Total (USD)	\$160,000.00
Estimated Tax (USD)	\$0.00
TOTAL: (USD)	\$160,000.00

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 - 02

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number: PADD16200511
Account Number: AC-1
Revision Number: 02
Change Order Date: March 21, 2017
Service Start Date: December 1, 2015
Service End Date: March 31, 2018
Payment Method: Invoice
Payment Terms: NET30
Currency: USD
FOB Instruction: Destination

Supplier

Karen Schneider
 International Business Machines, C
 4660 La Jolla Villaage Drive
 Suite 300
 San Diego, CA 91922
Phone: 720-397-5563

Fax:

Email: kasch@us.ibm.com

Buyer Contact

Stephanie Wildman
 Tel:208-332-1611
 Fax: 208-327-7320
 Stephanie.Wildman@adm.idaho.gov

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

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

PADD16200511 Change Order 2

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. MNWNC-116 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: 12/01/2015-03/31/2017 \$800,000.00

Change Order 1: 12/02/2015-03/31/2017 \$0.00

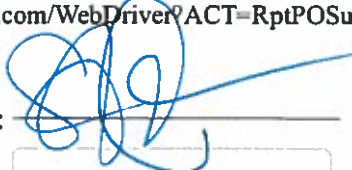
This Renewal: 4/1/2017-3/31/2018 \$160,000.00

Total PADD Value: \$960,000.00

		Items			
Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total
	1.00	0	ANN	160,000.00	\$160,000.00
Item Description	#1				
	One year renewal				
					
Delivery Date:	March 22, 2017				
Shipping Method:	Delivery				
Shipping Instructions:	Shipping instructions will be given by each Ordering Entity at the time of order.				
Ship FOB:	Destination				
Attachment(s)					
Special Instructions:	Billing instructions will be given by each Ordering Entity at the time of order.				

Sub-Total (USD)	\$160,000.00
Estimated Tax (USD)	\$0.00
TOTAL: (USD)	\$160,000.00

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. MNWNC-116

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and IBM Corporation, 4660 La Jolla Village Dr, Ste 300, San Diego, CA 92122 ("Contract Vendor").

WHEREAS, the State has a Contract with the Contract Vendor identified as Contract No. MNWNC-116, April 1, 2015, through March 31, 2017 ("Contract"), to provide Computer Equipment: (Desktops, 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. MNWNC-116 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>1. IBM CORPORATION 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>Karen Schneider</u> <small>Signature</small> <u>Karen Schneider</u> <small>Printed Name</small></p> <p>Title: <u>Nat'l Pgm Mgr</u></p> <p>Date: <u>2/8/2017</u></p> <p>By: _____ <small>Signature</small></p> <p>_____ <small>Printed Name</small></p> <p>Title: _____</p> <p>Date: _____</p>	<p>2. OFFICE OF STATE PROCUREMENT In accordance with Minn. Stat. § 16C.03, subd. 3.</p> <p>By: <u>Andy Doran</u></p> <p>Title: <u>Acquisition Management Specialist</u></p> <p>Date: <u>2/14/17</u></p> <p>3. COMMISSIONER OF ADMINISTRATION Or delegated representative.</p> <p>By: <u>Tim J. Smith</u></p> <p>Date: <u>2/14/2017</u></p>
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State of Idaho

CHANGE ORDER - 01

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number: PADD16200511

Account Number: AC-1

Revision Number: 01

Change Order Date: December 2, 2015

Service Start Date: December 1, 2015

Service End Date: March 31, 2017

Payment Method: Invoice

Payment Terms: No Payment Terms specified

Currency: USD

FOB Instruction: Destination

Attachment(s): [PADD16200511.pdf](#) :Signed PADD Document
[ChangeLog.htm](#) :Purchase Order Change

Supplier

Karen Schneider
 International Business Machines, C
 4660 La Jolla Villaage Drive
 Suite 300
 San Diego, CA 91922
Phone: 720-397-5563

Fax:

Email: kasch@us.ibm.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


PADD16200511 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-116. This administrative change is to attach the PADD document.

Original PADD: 12/01/15-03/31/17 \$800,000.00

Change Order 1: 12/02/15-03/31/17 \$0.00

Total PADD: \$800,000.00

Supplier Part Number	Items		Unit	Unit Price	Total
	Quantity	Back Order			
	16	0	MON	\$50,000.00	\$800,000.00
Item Description	#1				
	Change Order 1				
	Administrative Change - Attach PADD				
					
Delivery Date:	December 2, 2015				
Shipping Method:	Delivery				
Shipping Instructions:	Shipping instructions will be given by each Ordering Entity at the time of order.				
Ship FOB:	Destination				
Attachment(s)					
Special Instructions:	Billing instructions will be given by each Ordering Entity at the time of order.				

Sub-Total (USD)	\$800,000.00
Estimated Tax (USD)	\$0.00
TOTAL: (USD)	\$800,000.00

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 Number: PADD16200511

Account Number: AC-1

Purchase Order Date: December 1, 2015

Service Start Date: December 1, 2015

Service End Date: March 31, 2017

Payment Method: Invoice

Payment Terms: No Payment Terms specified

Currency: USD

FOB Instruction: Destination

Attachment(s):

Supplier

Karen Schneider
 International Business Machines, C
 4660 La Jolla Village Drive
 Suite 300
 San Diego, CA 91922
Phone: 720-397-5563

Fax:

Email: kasch@us.ibm.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

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. MNWNC-116. 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 16 months, commencing December 1, 2015, or upon final execution of 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: Karen Schneider
Address: 4660 La Jolla Village Drive, San Diego, CA 92122
Phone Number: 720-397-5563
Email: kasch@us.ibm.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.

Supplier Part Number	Quantity	Items		Unit	Unit Price	Total
		Back Order				
Item Description	16	0		MON	\$50,000.00	\$800,000.00
	#1					
	This Participating Addendum (PADD) covers the Computer Equipment, Peripherals, and Related Services contract issued by the State of Minnesota to International Business Machines ("IBM") Corporation (Master Agreement No. MNWNC-116), for use by State agencies and other entities located in the State.					
						
Delivery Date:	December 1, 2015					
Shipping Method:	Delivery					
Shipping Instructions:	Shipping instructions will be given by each Ordering Entity at the time of order.					
Ship FOB:	Destination					
Attachment(s)						
Special Instructions:	Billing instructions will be given by each Ordering Entity at the time of order.					

Sub-Total (USD)	\$800,000.00
Estimated Tax (USD)	\$0.00
TOTAL: (USD)	\$800,000.00

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

Signature: 
Signed By:

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: MNWNC-116
International Business Machines("IBM") Corporation
(hereinafter "Contractor")

And
The State of Idaho
(hereinafter "State")

PADD 16200511

1. Scope: This Participating Addendum (PADD) covers the Computer Equipment, Peripherals, and Related Services contract issued by the State of Minnesota to IBM Corporation (Master Agreement No. MNWNC-116), 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 and 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 December 1, 2015, or on the date fully executed, 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.

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 67-5726(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 this PADD or the Master Agreement are clearly inconsistent therewith, this 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 st Quarter July 1 - Sept 30	October 31 st
2 nd Quarter Oct 1 - Dec 31	January 31 st
3 rd Quarter Jan 1 - Mar 31	April 30 th
4 th Quarter Apr 1 - Jun 30	July 31 st

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.**

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

<u>Contractor</u>	
Name	Karen Schneider
Address	4660 La Jolla Village Drive, San Diego, CA 92122
Telephone	720.397.5563
Fax	
E-mail	kasch@us.ibm.com

<u>State of Idaho</u>	
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

8. **Partner Utilization:** The State has the option of utilizing Partners. Only Partners approved by the State may be deployed. The Contractor will identify and define the Partner programs available. Subject to the approval of the State, Contractor may add Partners at any time during the term of this PADD. Contractor may immediately delete any Partner who no longer meets Contractor's established qualifying criteria or violates any state or federal law or regulation.

The list of State-approved Partners will be posted on Contractor's website for this PADD, along with instructions on how to utilize those Partners at www.ibm.com/naspo. The approved Partners will also be listed on the State's website, http://purchasing.idaho.gov/statewide_contracts.html. Contractor is not responsible for the accuracy of the State's website.

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, provided that the contract number is on the Order. All orders placed by Ordering Entities within the State must include the Participating State contract number: **PADD16200511** as well as the Lead State Master Agreement No. **MNWNC-116**.

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. Entire Agreement: 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: International Business Machines Corporation
By: <i>Shawna West</i>	By: <i>Karen Schneider</i>
Name: Shawna West	Name: Karen Schneider
Title: Buyer, Division of Purchasing	Title: NASPO ValuePoint Program Manager
Date: 12/02/2015	Date: <i>December 2, 2015</i>