

**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-123  
Oracle America, Inc.  
(hereinafter "Contractor" or "Oracle")

And  
The State of Idaho  
(hereinafter "State")

**PADD19200031**

Oracle Contract No. US-GMA-554058 (MNWNC-123)\_PA\_ID

(included for Contractor's reference purposes only)

1. Scope: This Participating Addendum ("PADD") covers the Computer Equipment, Peripherals, and Related Services contract entered into by and between the Lead State and Oracle (Master Agreement No. MNWNC-123, the "Master Agreement"), for use by State agencies and other eligible, authorized entities located in the State in accordance with the terms and conditions of this PADD and the Master Agreement. Capitalized terms that are used but not defined in this PADD shall have the respective meanings ascribed to them in the Master Agreement.

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. For purposes of this PADD, the State Chief Procurement Official is the administrator of the division of purchasing as created by Idaho Code § 67-9204 (the "Administrator").

Unless otherwise specified, all (i) State agencies and (ii) "Public Agencies" located within the State are authorized to make purchases under this PADD. As defined by Idaho Code § 67-2327, a "Public Agency" is any city or political division 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. Each eligible, authorized entity placing an order under this PADD ("Ordering Entity" or "Participating Entity") will issue individual Orders against this PADD on an as needed basis during the period noted in Section 3 below.

**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 PADD, 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 beginning on the date of final executed signatures through **March 31, 2019**, unless extended, renewed or terminated earlier.

4. Configuration Dollar Limits: 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
Storage	\$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 of these limits must receive approval from the Administrator.

5. Restrictions: This PADD is restricted to purchases of computer hardware (inclusive of OS programs built into hardware products) manufactured by Contractor. Each Ordering Entity may also purchase Contractor services required for installation, maintenance (including technical support services), and upgrade of the procured hardware. Additionally, each Ordering Entity may purchase Contractor-offered peripherals compatible with the procured hardware at the time of original purchase. Purchases exclusively for software programs are subject to Section 5.a, Restrictions, of the Master Agreement. Printers are not an allowed purchase under this PADD. Lease or rental of equipment also is not allowed under 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 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 approval in writing by the Administrator and by the Board of Examiners. Transfer of a contract without approval shall cause the cancellation 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.

Notwithstanding the foregoing, in the event of a merger, consolidation, acquisition, internal restructuring, or sale of all or substantially all of the assets of Contractor ("Acquisition Event"). In the event of an Acquisition Event, Oracle will provide notice to the State once information about the Acquisition Event has been made available to the general public. Upon receiving notice of an Acquisition Event, the State will work with the Contractor to submit any proposed assignment, in whole or part, of this PADD to the Administrator and Board of Examiners in accordance with Idaho Code 67-9230(1). If a proposed assignment pertaining to an Acquisition Event is not approved in writing by both the Administrator and Board of Examiners, this PADD shall be cancelled, at the option

of the State.

Cancellation under this section shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of an Ordering Entity to indemnification by the Contractor, rights of payment for goods and services delivered and accepted, and rights attending any warranty or default in performance in association with any Order.

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. 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.

6.4 Administrative Fee and Quarterly Usage Report: The prices to be paid by the Purchasing Entities shall be inclusive of a one and one quarter percent (1.25%) Administrative Fee (the State understands and agrees that Contractor may raise the negotiated Price Agreement prices by this amount). This additional percentage represents the Purchasing 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 invoiced during the reporting quarter.

*For Example: If the total of your net sales invoiced 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. Contractor may use the NASPO ValuePoint Computer Equipment Master Agreement's 2015-2020 Detailed Sales Report Template to satisfy this reporting requirement. 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 at [purchasing.idaho.gov](http://purchasing.idaho.gov) (**See Exhibit A, Sample Summary Usage Report Form**). A Summary Usage Report Form must be submitted for each quarter (enter "0" if no invoices were generated 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").

<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 83720-00757.**

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

Contractor

Name	Andrea Archie Tyson
Address	One Glenlake Parkway, Atlanta, GA 30328
Telephone	770.351.3797
Fax	
E-mail	<a href="mailto:andrea.archie@oracle.com">andrea.archie@oracle.com</a>

State of Idaho

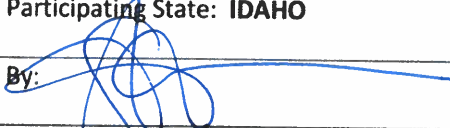
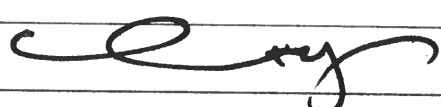
Name	Stephanie Wildman
Address	304 N. 8 <sup>th</sup> St. Room 403, P.O. Box 83720, Boise, ID 83720-0075
Telephone	208.332.1611
Fax	208.327.7320
E-mail	<a href="mailto:stephanie.wildman@adm.idaho.gov">stephanie.wildman@adm.idaho.gov</a>

8. **Partner Utilization:** State authorized Value Added Resellers (“VARs”) are listed on the State of Idaho website, <https://purchasing.idaho.gov/statewide-contracts/>. The State of Idaho also will add a link to Oracle’s list of partners approved by Idaho on its statewide contracts page.
9. **Applicable Terms:** The State agrees to the terms of the Master Agreement only to the extent the terms are not in conflict with applicable State law.
10. **Orders:** Any Order placed by an Ordering Entity for a Product or Service available from the 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: **PADD19200031** as well as the Lead State Master Agreement No. **MNWNC-123**.
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:** This PADD and the Master Agreement No. MNWNC-123, 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 the 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.

Notwithstanding the foregoing, specific Orders for hardware and services may contain additional terms and conditions, which must be mutually agreed upon in writing by the Ordering Entity and Contractor (or its authorized VARS). Any such terms and conditions that conflict with this PADD or the Master Agreement are void.

IN WITNESS WHEREOF, the parties execute this PADD.

Participating State: IDAHO	Contractor: ORACLE AMERICA, INC.
By: 	By: 
Name: Stephanie Wildman	Name: Andrea Archie Tyson
Title: Purchasing Officer	Title: Deal manager
Date: July 26, 2018	Date: JUL 26, 2018