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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street
Concord, New Hampshire 03301
(603) 271-3201 | Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

June 12, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a **Retroactive** amendment to an existing contract (Contract #8003326) with Hewlett Packard Enterprise (HPE) Company (V# 266953), Spring, TX, for computer equipment, peripherals & related services through a Participating Addendum (PA) with the National Association of State Procurement Officials (NASPO) Value Point Contract Master Agreement (MA) 23008, by increasing the price limitation by $15,375,136 from $5,624,864 to an amount up to and not to exceed $21,000,000 and by extending the completion date from June 30, 2025 to terminate upon termination of the MA, as amended, effective upon Governor and Executive Council approval. The current MA has been extended by NASPO to June 30, 2026 with the option to extend for up to two additional years. The requested price limitation increase is based on projected annual spend and would meet all financial obligations should NASPO exercise their remaining extension options through June 30, 2028. The original contract was approved by the Governor and Executive Council on February 21, 2024, item #170.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

This amendment is **Retroactive** because of delays associated with contractor document execution. As previously stated, the original contract was approved by the Governor and Executive Council on February 21, 2024, item #170. The Department of Administrative Services (DAS) reviewed and negotiated in collaboration with the Department of Justice for this requested State of New Hampshire PA. This PA is aligned with the MA set in place by NASPO and the lead state, Minnesota, through the competitive bidding process, sourcing vendors through the NASPO sourcing platform, which resulted in multiple awards through cooperative master agreements. The HPE MA allows state agencies and participating entities to purchase HPE brand servers and storage. This MA received a total of 28 proposals and awarded contracts to 23 suppliers. The State of New Hampshire currently participates with 7 brand name computer

equipment master agreements, with HPE, IBM, Pure Storage, Dell, Lenovo, HP, and Apple. All procurement engagements are sent as a request for quote to all HPE approved resellers for further opportunity at cost savings to the State of New Hampshire.

The State of New Hampshire's current PA for NASPO ValuePoint Computer Equipment, Peripherals & Related Services expired June 30, 2025. This contract resulting from this PA provides substantial cost savings for all state agencies with respect to the state's HPE servers and storage needs, as well as NH universities, municipalities, and other authorized entities. Direct contracts with brand computer resellers were considered, however these contracts do not leverage the multistate buying power with increased cost savings that the NASPO ValuePoint Master Agreements pricing discounts provide. Through NHFIRST Business Intelligence reports, the current annual spend of the contract is $3.9M, with a total cost savings of approximately $550K.

The requested price limitation of $21,000,000 is for the term of the extended contract and supported by DoIT CIO. In addition, it includes migration to the cloud environment, an allowance for inflation, tariffs, future projects and any unanticipated emergent need. Failure to extend this critical contract would result in all procurement needs to be solicited by bid, losing the advantage of the NASPO multistate pricing discounts and extended procurement cycles.

Contract Financials	
Current Price Limitation	$5,624,864.00
Projected Term Spend	$11,700,000.00
New Project/Emergent Needs Allowance	$2,505,136.00
Inflation/Tariff Allowance	$1,170,000.00
New Price Limitation	**$21,000,000.00**

Based on the foregoing, I am respectfully recommending approval of this **Retroactive** contract amendment with Hewlett Packard Enterprise (HPE) Company.

Respectfully submitted,

Charles M. Arlinghaus
Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Drive | Concord, NH | 03301
Fax: (603) 271-1516 | TDD: (800) 753-2964
doit.nh.gov

Denis Goulet, *Commissioner*

May 9, 2025

Charles M. Arlinghaus, Commissioner
Department of Administrative Services
State of New Hampshire
25 Capitol Street – Room 100
Concord, NH 03301

Dear Commissioner Arlinghaus:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Hewlett Packard Enterprise (HPE) Company, as described below and referenced as DoIT No. 2024-066A.

The purpose of this request is to provide computer equipment, peripherals, and related services.

The Total Price Limitation shall increase by $15,375,136 for a New Total Price Limitation of $21,000,000, effective upon Governor and Council approval through termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner.

A copy of this letter must accompany the Department of Administrative Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/jd
DoIT #2024-066A

cc: Cindy Dotlich, IT Manager

FIRST AMENDMENT TO THE CONTRACT BETWEEN
HEWLETT PACKARD ENTERPRISE CO.
AND
THE STATE OF NEW HAMPSHIRE,
DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR HPE COMPUTER EQUIPMENT & PERIPHERALS
CONTRACT # 8003326

This First Amendment (hereinafter referred to as the "Amendment"), dated this 10th day of June 2025, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Hewlett Packard Enterprise Company hereinafter referred to as "the Contractor") for HPE Computer Equipment & Peripherals.

WHEREAS, pursuant to an agreement effective February 21, 2024, and set to expire June 30, 2025, (hereinafter referred to as "the Agreement"), the Contractor agreed to provide HPE Computer Equipment and Peripherals products for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 4 of the Master Agreement, Exhibit A, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Update the term ending date to terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

2. Update the assigned Price Limitation to the following:

   $21,000,000.00

3. All other provisions of the Agreement, approved by the Governor and Executive Council on February 21, 2024, Item #170, and shall remain in full force and effect.

Contractor Initials: MAR

Date: 6/10/2025

HEWLETT PACKARD ENTERPRISE CO.

By: Mary Reuss Digitally signed by Mary Reuss Date: 2025.06.10 11:36:58 -05'00'

Mary Reuss
(Print Name)

Title: Contract Negotiator

Date: June 10, 2025

STATE OF NEW HAMPSHIRE

By: _____

Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: _____

OFFICE OF THE ATTORNEY GENERAL

By: Christen Lavers

Christen Lavers
(Print Name)

Title: Sr. Assistant Attorney General

Date: 6/25/25

The foregoing contract was approved by the Governor and Council of New Hampshire on

_____, _____.

Signed: _____

_____
(Print Name)

Title: _____

Contractor Initials: MAR

Date: 6/10/2025

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that HEWLETT PACKARD ENTERPRISE COMPANY is a Delaware Profit Corporation registered to do business in New Hampshire as HEWLETT PACKARD ENTERPRISE COMPANY CORP. on March 19, 2015. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **722839**

Certificate Number: **0007153233**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 8th day of April A.D. 2025.

David M. Scanlan

Secretary of State

Hewlett Packard
Enterprise

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

I certify that **Mary Reuss** 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 **$25,000,000** and affirm that his/her signature shall be binding on Hewlett Packard Enterprise Company. This authorization shall expire on October 31, 2025.

Dated: June 9, 2025

Matthew Keck, Associate General Counsel USPS.

****

"WHEREAS, the Board of Directors (the "Board") of Hewlett Packard Enterprise Company (the "Company") believes it to be in the best interest of the Company to update the existing standing resolutions authorizing certain individuals as signatories on customer and government agency contracts;

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby approves each of the individuals listed below to be authorized signatories of the Company (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 connect 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 April 6, 2023**.

Stuart McLean
Sonia Hairabedian
Matthew Keck
Mary Reuss
Joseph Mack

I, Jonathan R. Sturz, do hereby certify that I am the duly appointed Vice President, Deputy General Counsel and Assistant Corporate 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 April 6, 2023; and that the resolution has not been annulled, rescinded, or revoked and remains in full force and effect.

IN WITNESS WHEREOF, I have signed my name on behalf of Hewlett Packard Enterprise Company.

Dated: June 9, 2025

Jonathan R. Sturz

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/2/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT
Aon Risk Insurance Services West, Inc. San Francisco CA Office 425 Market Street Suite 2800 San Francisco CA 94105 USA	NAME: Maria Sandoval PHONE (A/C, No, Ext): E-MAIL ADDRESS: marias@hpe.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Old Republic Insurance Co	24147
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Hewlett Packard Enterprise Company
1701 E. Mossy Oaks Road
Spring, TX 77389

COVERAGES **CERTIFICATE NUMBER:** LOS-002352643-06 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			MWZY 314052-24	09/30/2024	09/30/2025	EACH OCCURRENCE	$ 3,000,000
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 3,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ Not Applicable
	POLICY PROJECT LOC						PRODUCTS - COMP/OP AGG	$ Not Applicable
	OTHER:							$
A	AUTOMOBILE LIABILITY			MWTB 314050-24	09/30/2024	09/30/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 3,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	ONLY HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	AUTOS ONLY							$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-						AGGREGATE	
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		MWC 314049 -24 'As respects all states, except 'CA and Monopolistic states'	09/30/2024	09/30/2025	X PER STATUTE OTHER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

Dept of Admin Services, St of NH 25 Capitol Street, Concord, NH 03301

CERTIFICATE HOLDER
Dept of Admin Services, St of NH
25 Capitol Street, Concord, NH 03301

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
OF Aon Risk Insurance Services West, Inc.

Aon Risk Insurance Services West, Inc.

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170 mac

State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street – Room 100
Concord, New Hampshire 03301
(603) 271-3201 Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

February 21, 2024

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services (DAS) to enter into a contract with Hewlett Packard Enterprise Company (VC#266953), Spring, TX, in an amount up to and not to exceed $5,624,864 for computer equipment, peripherals & related services through a Participating Agreement (PA) with the National Association of State Procurement Officials (NASPO) Value Point Master Agreement #23008, with the option to renew for up to an additional two years effective upon Governor and Executive Council approval through June 30, 2025.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

The Department of Administrative Services (DAS) reviewed and negotiated in collaboration with the Department of Justice (DOJ) for this requested State of New Hampshire participating agreement. This participating agreement is aligned with the master agreement set in place by NASPO and the lead state, Minnesota, through the competitive bidding process, sourcing vendors through the NASPO sourcing platform.

The State of Minnesota in partnership with NASPO ValuePoint has awarded cooperative Master Agreements for computer equipment, peripherals & related services. The Master Agreements allow participating entities that include but are not limited to states and local governments, to purchase computer hardware and associated accessories and services from competitively bid and awarded computer hardware manufacturers. Portfolio product offerings include Windows and non-Windows desktops, laptops and tablets, and servers and storage devices. This participating agreement is aligned with the master agreement set in place by NASPO and the lead state, Minnesota, through the competitive bidding process for RFP 29720, which received a total of 28 proposals and awarded 23 suppliers. Originally awarded September 7, 2023, this Master Agreement expires June 30, 2025, with the possibility of a 3-year renewal

until June 30, 2028. This contract would provide the State of New Hampshire with HPE servers and equipment following the expiration of current contract on January 31, 2024. The DAS has already received Governor & Executive Council approval to contract through the Dell NASPO MA for the Computer Equipment, Peripherals & Related Services, Item #127, dated October 18, 2023, and is requesting State of New Hampshire participation through this PA for Hewlett Packard Enterprise, as well as for HP Inc, Lenovo, Pure Storage, and Apple Inc.

The State of New Hampshire's current PA for NASPO ValuePoint HPE brand computer equipment, peripherals & related services MNNVP-134 expires on January 31, 2024. The requested contract resulting from this PA will provide substantial cost savings for all State agencies regarding the State's IT Standards Equipment, NH universities, municipalities, and other authorized entities. Direct contracts with brand computer resellers were considered, request for information (RFI) results show that direct contracts could not leverage the multistate buying power with increased cost savings that the NASPO ValuePoint Master Agreements provide. The NASPO Participating Agreements will empower agencies to take advantage of discounts per unit as well as cost savings for bulk orders. To further confirm best pricing for agencies, request for quotes (RFQ's) will be issued to all resellers for each purchase under this requested contract.

The Bureau of Purchase and Property, in collaboration with the Department of Information Technology, issued a request for information (RFI) 2024-368 on July 21, 2023, with responses due on August 07, 2023. This RFI reached 318 vendors through the NIGP electronic sourcing platform with an additional 9 directly sourced. 4 informational responses were received. Upon review of the submissions, it was determined that NASPO pricing would provide the State of New Hampshire with the best pricing in regards to the state's annual HPE server needs.

Through the use of internal business intelligence reporting, the Department of Administrative Services Bureau of Purchase and Property has determined historical annual spend for HPE computer equipment, peripherals & related services as $1,890,393. With the average NASPO applied discount of 20%, the State saves approximately $480,601 per fiscal year. Inflation, and higher costs for components, has resulted in a pricing increase of approximately 10% each year for the past 3 years regarding computer hardware and equipment. Accounting for inflation and overall market price fluctuations, as well as advances in technology requirements, an approximate 2-year contract term is requested at $5,624,864.

Contract financials	
Average annual spend	$1,890,393
Recommended price limitation for approximate 2-year contract term including allowance for market volatility	$5,624,864
Forecasted yearly cost avoidance achieved with contracting on NASPO PA (20%)	$281,243

Based on the foregoing, I am respectfully recommending approval of the contract with Hewlett Packard Enterprise Company.

Respectfully submitted,

Charles M. Arlinghaus
Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

January 4, 2024

Charles M. Arlinghaus, Commissioner
Department of Administrative Services
State of New Hampshire
25 Capitol Street – Room 100
Concord, NH 03301

Dear Commissioner Arlinghaus:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a Participating Agreement with HP Enterprise Company Corp., as described below and referenced as DoIT No. 2024-066.

The purpose of this request is to provide statewide computer equipment, peripherals, and related services.

The Total Price Limitation will be $5,624,864, effective upon Governor and Executive Council approval through June 30, 2025.

A copy of this letter must accompany the Department of Administrative Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/jd
DoIT #2024-066

cc: Rebecca Bolton, IT Manager

Yearly Average Computer Equipment & Peripherals Purchased Under NASPO ValuePoint HPE Participating Addendum

DESKTOP/SERVER HARDWARE SOLUTIONS - WN22AGW - NASPO Contract Expires 1/31/2024

Avg Yearly Qty	Item #	Description	Current Original Pricing	NASPO applied discount	Price to State	Average Yearly Original Pricing	Average Yearly Price to State
2	PART #: 493083-001-ACC	300GB 2.5 SAS HD	$125.60	20.0%	$100.48	$251	$201
1	PART #: S1E76AAE#CTH	3YR SUBSCRIPTION (253QTY)	$302,850.00	20.0%	$242,280.00	$302,850	$242,280
2	PART #: HPE-DL380-GEN10	DL380 GEN10 PLUS 24SFF 64GB RAM	$88,030.14	27.0%	$64,262.00	$176,060	$128,524
26	PART #: P02496-B21 0D1	FACTORY INTEGRATED	$8,168.01	20%	$6,534.41	$212,368	$169,895
1	REFERENCE: 2M2720054F	HARDWARE & SOFTWARE HELPDESK SER	$1,040,036.05	20%	$832,028.84	$1,040,036	$832,029
25	PART 7B9A5UP	HP ENGAGE ONE PRO AIO15	$1,573.33	10%	$1,416.00	$39,333	$35,400
25	PART #: 7B9A5UP	HP ENGAGE ONE PRO AIO15-10500E	$1,661.11	10.0%	$1,495.00	$41,528	$37,375
3	HPE 1Y PW TC ESS WDMR DL380 GEN	HPE 1Y PW TC ESS WDMR DL380 GEN1	$5,421.46	27%	$3,957.67	$16,264	$11,873
2	PART #: H75G6PE	HPE 2Y PW TC BASIC WDMR ML350	$4,079.45	27%	$2,978.00	$8,159	$5,956
1	PART: HU4D5A3	HPE 3Y CC ADDON ESSENTIAL SVC	$61,442.44	20%	$49,153.95	$61,442	$49,154
2	PART #: HPE P9K46A	HPE 42U 800X1200 ENT G2 SHOCK RK	$5,738.09	20%	$4,590.48	$11,476	$9,181
1	PART #: MXQ5510YT7	HPE BASIC CARE NBD WITH DMR	$14,965.00	20%	$11,972.00	$14,965	$11,972
2	PART #: 868705-B21	HPE BASIC CARE WITH DMR	$2,295.63	20.0%	$1,836.50	$4,591	$3,673
3	PART 868703-B21	HPE DL380 GEN10 8SFF CTO SERVERS	$28,828.29	27.0%	$21,044.65	$86,485	$63,134
1	HPE POINTNEXT TECH CARE	HPE POINTNEXT TECH CARE	$54,665.35	20.0%	$43,732.28	$54,665	$43,732
3	P55248-B21	P55248-B21	$18,665.56	10.0%	$16,799.00	$55,997	$50,397
1	Part #: 3316	SIMPLIVITY LARGE - QTY AND PRT	$235,399.28	20.0%	$188,319.42	$235,399	$188,319
1	PART #: 003309	SVT MOVE	$9,122.50	20.0%	$7,298.00	$9,123	$7,298
		Average Price & Discount		20%		$2,370,994	$1,890,393
		Yearly Savings with NASPO HPE Contract					**$480,601**

DEPARTMENT OF ADMINISTRATION
STATE PROCUREMENT

June 6, 2023

RE: Minnesota NASPO ValuePoint Request for Proposal for Computer Equipment

To All Responders:

This letter is regarding the solicitation issued by the State of Minnesota, Department of Administration, Office of State Procurement, on behalf of the State of Minnesota and NASPO ValuePoint to establish Minnesota NASPO ValuePoint Master Agreement(s) for Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage, including related Peripherals & Services) (Solicitation 29720). Solicitation 29720 opened on March 18, 2021.

The scoring has been completed and the following companies have been offered an award:

A. Negotiations are complete and execution of a Master Agreement is pending for the following companies:

   Band 1, Personal Computer Devices – Windows Operating Systems: Durabook Americas, Inc.; Howard Technology Solutions; Transource Services Corp

   Band 2, Personal Computer Devices - Non-Windows Operating Systems: Apple Inc

   Band 3, Servers and Storage: New Tech Solutions, Inc.; Pure Storage, Inc.; Quantum Corporation; Transource Services Corp.

B. Negotiations are ongoing with the following companies:

   Band 1, Personal Computer Devices – Windows Operating Systems: Ace Computers; Acer America Corporation; Dell Inc.; Dynabook Americas, Inc.; Getac, Inc.; HP Inc.; Lenovo (United States) Inc.; Microsoft Corporation; Panasonic Connect North America, Division of Panasonic Corporation of North America; Zebra Technologies International, LLC

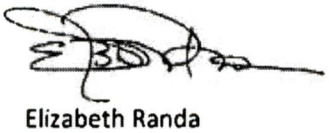
   Band 2, Personal Computer Devices - Non-Windows Operating Systems: Ace Computers; Acer America Corporation; Dell Inc.; HP Inc.; Lenovo (United States) Inc.; Panasonic Connect North America, Division of Panasonic Corporation of North America;

   Band 3, Servers and Storage: Ace Computers; Dell Inc; Hewlett Packard Enterprise; Hitachi Vantara LLC; IBM Corporation; Lenovo Global Technology (United States) Inc.; Oracle America, Inc.; NetApp, Inc.

Department of Administration | Office of State Procurement
112 Administration Building, 50 Sherburne Avenue, Saint Paul, MN 55155
651-201-3122 | Elizabeth.Randa@state.mn.us | mn.gov/admin/osp

Thank you for your response to this solicitation.

Sincerely,



Elizabeth Randa
Acquisition Management Specialist

Minnesota NASPO RFP for Computer Equipment

Summary Scores for Band 1
Phase 2, Step 1

		Product Deployment	Ability to Perform	TOTAL SCORE	% Highest Score
	Possible Points	200.00	800.00	**1000.00**	
Responders	HP Inc	143.92	627.50	**771.42**	100.00%
	Dell	137.33	575.00	**712.33**	92.34%
	Acer	117.33	593.75	**711.08**	92.18%
	Getac	115.25	544.17	**659.42**	85.48%
	Microsoft	103.33	535.83	**639.17**	82.86%
	Panasonic	107.75	530.00	**637.75**	82.67%
	Transource	105.25	527.92	**633.17**	82.08%
	Dynabook	108.17	516.67	**624.83**	81.00%
	Durabook	96.17	525.00	**621.17**	80.52%
	Lenovo	104.00	510.83	**614.83**	79.70%
	Zebra Technologies	100.08	478.33	**578.42**	74.98%
	Ace	81.00	485.42	**566.42**	73.43%
	Howard	46.67	428.75	**475.42**	61.63%
	Detel	33.33	331.25	**364.58**	47.26%
	Sumuri	withdrew response		n/a	n/a

DOCUMENTATION

The Evaluation Team determined that for the purposes of Phase 2, Step 1 of the evaluation process, that responders with a score of at least 60% of the highest score within that Band would advance to the next evaluation phase. For Band 1, Responder Detel's score did not cross the established threshold, and will not be advancing to Phase 2, Step 3 of the evaluation process.

Minnesota NASPO RFP for Computer Equipment

Summary Scores for Band 2
Phase 2, Step 1

		Product Deployment	Ability to Perform	TOTAL SCORE	% Highest Score
	Possible Points	200.00	800.00	**1000.00**	
Responders	Acer	124.17	582.50	**706.67**	100.00%
	Dell	98.92	578.33	**677.25**	95.84%
	HP Inc.	103.00	552.50	**655.50**	92.76%
	Panasonic	107.75	527.50	**635.25**	89.89%
	Getac	99.92	507.92	**607.83**	86.01%
	Lenovo	100.75	503.33	**604.08**	85.48%
	Zebra Technologies	96.33	475.83	**572.17**	80.97%
	Ace	69.58	465.83	**535.42**	75.77%
	Apple	73.33	368.33	**441.67**	62.50%
	Detel	33.33	328.75	**362.08**	51.24%

DOCUMENTATION

The Evaluation Team determined that for the purposes of Phase 2, Step 1 of the evaluation process, that responders with a score of at least 60% of the highest score within that Band would advance to the next evaluation phase. For Band 2, Responder Detel's score did not cross the established threshold, and will not be advancing to Phase 2, Step 3 of the evaluation process.

Minnesota NASPO RFP for Computer Equipment

Summary Scores for Band 3
Phase 2, Step 1

		Product Deployment	Ability to Perform	TOTAL SCORE	% Highest Score
	Possible Points	200.00	800.00	**1000.00**	
Responder	NetApp	150.50	587.50	**738.00**	100.00%
	Dell	114.75	581.25	**696.00**	94.31%
	HPE	114.42	577.50	**691.92**	93.76%
	Oracle	114.00	562.08	**676.08**	91.61%
	Transource	97.58	537.92	**635.50**	86.11%
	Nutanix	109.33	511.25	**620.58**	84.09%
	Lenovo Global	87.00	500.83	**587.83**	79.65%
	Hitachi Vantara	66.67	509.58	**576.25**	78.08%
	PureStorage	83.83	485.83	**569.67**	77.19%
	IBM	63.33	486.67	**550.00**	74.53%
	Ace	70.83	477.08	**547.92**	74.24%
	Quantum Corporation	79.83	403.75	**483.58**	65.53%
	General Micro Systems	33.75	427.08	**460.83**	62.44%
	New Tech Solutions	36.00	407.50	**443.50**	60.09%
	Howard	46.67	395.83	**442.50**	59.96%
	Infinidat	87.75	345.00	**432.75**	58.64%
	Detel	33.33	324.58	**357.92**	48.50%
	Rubrik	withdrew response		n/a	n/a
	Sumuri	withdrew response		n/a	n/a

DOCUMENTATION

The Evaluation Team determined that for the purposes of Phase 2, Step 1 of the evaluation process, that responders with a score of at least 60% of the highest score within that Band would advance to the next evaluation phase. For Band 3, scores for Responders Howard, Infinidat, and Detel did not cross the established threshold, and these responders will not be advancing to Phase 2, Step 3 of the evaluation process.

Minnesota NASPO RFP for Computer Equipment

Summary Scores for Band 1
Phase 2, Step 3

		Technical Scores							
		Accessibility	Environmental	Business Capabiltiies	Customer Support	Total Technical Score	Cost Score	TOTAL SCORE	% Highest Score
	Possible Points	50.00	50.00	300.00	200.00	550.00	400.00	**1000.00**	
Responders	Panasonic	40.00	33.90	209.50	141.50	384.90	319.49	**744.39**	100.00%
	Getac	10.00	28.00	182.50	123.00	333.50	371.66	**715.16**	96.07%
	Dynabook	20.00	30.60	178.50	115.00	324.10	340.67	**684.77**	91.99%
	Dell	30.00	36.20	217.00	140.00	393.20	256.20	**679.40**	91.27%
	Transource	20.00	32.00	164.50	106.00	302.50	339.98	**662.48**	89.00%
	Acer	0.00	35.50	177.00	120.50	333.00	301.16	**634.16**	85.19%
	HP Inc.	30.00	36.80	223.50	155.00	415.30	172.57	**617.87**	83.00%
	Lenovo	30.00	33.50	183.50	139.50	356.50	211.29	**597.79**	80.31%
	Zebra Technologies	30.00	31.30	146.00	103.50	280.80	270.75	**581.55**	78.12%
	Durabook	0.00	31.60	180.00	107.00	318.60	255.42	**574.02**	77.11%
	Ace	0.00	32.70	172.50	111.00	316.20	237.57	**553.77**	74.39%
	Howard	20.00	28.50	144.00	139.50	312.00	217.36	**549.36**	73.80%
	Microsoft	0.00	36.20	200.50	140.00	376.70	158.67	**535.37**	71.92%

DOCUMENTATION

The Evaluation Team determined that for the purposes of Phase 2, Step 3 of the evaluation process, that responders with a score of at least 50% of the highest score within that Band would advance to the next evaluation phase. For Band 1, the scores for all responders met the established threshold and all responders will be advancing to the next step of the evaluation process.

Minnesota NASPO RFP for Computer Equipment

Summary Scores for Band 2
Phase 2, Step 3

		Technical Scores							
		Accessibility	Environmental	Business Capabiltiies	Customer Support	Total Technical Score	Cost Score*	TOTAL SCORE	% Highest Score
	Possible Points	50.00	50.00	300.00	200.00	550.00	400.00	**1000.00**	
Responders	Dell	30.00	36.40	223.00	140.00	399.40	319.75	**749.15**	100.00%
	Ace	0.00	32.70	176.50	109.50	318.70	344.37	**663.07**	88.51%
	Acer	0.00	35.50	174.00	120.50	330.00	287.36	**617.36**	82.41%
	Apple	0.00	36.80	144.50	66.00	247.30	243.29	**490.59**	65.49%
	HP Inc.	30.00	36.80	202.50	155.00	394.30	0.00	**424.30**	56.64%
	Panasonic	40.00	33.90	209.50	140.00	383.40	0.00	**423.40**	56.52%
	Lenovo	30.00	33.50	183.00	138.00	354.50	0.00	**384.50**	51.32%
	Getac	10.00	27.70	179.50	123.00	330.20	0.00	**340.20**	45.41%
	Zebra Technologies	30.00	31.30	146.00	103.50	280.80	0.00	**310.80**	41.49%

DOCUMENTATION

Pursuant to the established methodology, if a responder did not have at least one product that met the MNIT Minimum Acceptable Standards (used for cost evaluation purposes only) within the applicable Band, but the responder confirmed that they intend to sell similar products to what is established by the MNIT Minimum Acceptable Standards (used for cost evaluation purposes only) within that Band, the Lead State assigned the responder a Cost Score of 0.

The Evaluation Team determined that for the purposes of Phase 2, Step 3 of the evaluation process, that responders with a score of at least 50% of the highest score within that Band would advance to the next evaluation phase. For Band 2, the scores for Responders Getac and Zebra Technologies did not cross the established threshold, and will not be advancing to the next step of the evaluation process.

Minnesota NASPO RFP for Computer Equipment

Summary Scores for Band 3
Phase 2, Step 3

		Technical Scores							
		Accessibility	Environmental	Business Capabiltiies	Customer Support	Total Technical Score	Cost Score	TOTAL SCORE	% Highest Score
	Possible Points	50.00	50.00	300.00	200.00	550.00	400.00	**1000.00**	
Responder	Transource	20.00	37.20	164.50	105.50	307.20	323.11	**650.31**	100.00%
	Dell	30.00	40.90	223.00	140.00	403.90	92.76	**526.66**	80.99%
	Lenovo Global	30.00	36.00	178.50	139.50	354.00	130.59	**514.59**	79.13%
	New Tech Solutions	0.00	28.60	130.50	95.00	254.10	252.18	**506.28**	77.85%
	HPE	20.00	42.00	214.50	119.50	376.00	105.79	**501.79**	77.16%
	Ace	0.00	36.30	167.50	113.50	317.30	160.95	**478.25**	73.54%
	NetApp	40.00	38.60	189.00	103.00	330.60	50.64	**421.24**	64.78%
	Oracle	0.00	37.60	143.50	108.00	289.10	100.13	**389.23**	59.85%
	Hitachi Vantara	10.00	33.90	182.00	110.00	325.90	35.15	**371.05**	57.06%
	Quantum Corporation	0.00	29.50	151.00	79.50	260.00	108.41	**368.41**	56.65%
	IBM	10.00	38.70	166.00	99.50	304.20	39.84	**354.04**	54.44%
	Pure Storage	20.00	32.70	164.50	90.50	287.70	21.01	**328.71**	50.55%
	General Micro Systems	0.00	29.20	124.00	90.50	243.70	75.12	**318.82**	49.03%
	Nutanix	0.00	28.20	122.50	105.00	255.70	52.69	**308.39**	47.42%

DOCUMENTATION

The Evaluation Team determined that for the purposes of Phase 2, Step 3 of the evaluation process, that responders with a score of at least 50% of the highest score within that Band would advance to the next evaluation phase. For Band 3, the scores for Responders General Micro Systems and Nutanix did not cross the established threshold, and will not be advancing to the next step of the evaluation process.

NASPO ValuePoint

PARTICIPATING ADDENDUM NO. 8003326
FOR COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES (2023 – 2028)
Led by the State of Minnesota



PARTICIPATING ADDENDUM

This Participating Addendum (the "Participating Addendum") is entered into by and between the STATE OF NEW HAMPSHIRE, acting by and through its Department of Administrative Services ("Participating State"), and HEWLETT PACKARD ENTERPRISE COMPANY, a Delaware corporation with a principal place of business located at 1701 East Mossy Oaks Road, Spring, Texas 77389 ("Contractor"). Participating State and Contractor are sometimes referred to herein singularly as a "Party" or collectively as the "Parties").

RECITALS

WHEREAS, the State of Minnesota (the "Lead State"), acting on behalf of member states of the NASPO ValuePoint Purchasing Program, and Contractor entered into the NASPO ValuePoint Master Agreement No. 23008 dated July 1, 2023 (the "Master Agreement"), wherein Contactor agreed to provide computer equipment, peripherals, and other services ancillary thereto to Participating Entities upon the terms and conditions set forth in said Master Agreement;

WHEREAS, Participating State is a member of the NASPO ValuePoint Purchasing Program; and

WHEREAS, Participating State desires to participate in Contractor's offering the products and services under the Master Agreement subject to the terms and conditions of this Participating Addendum;

NOW, THEREFORE, in consideration of the foregoing recitals, the receipt and sufficiency of which are hereby conclusively acknowledged, the Parties hereby agree as follows:

1. Scope. This Participating Addendum governs Participating State's participation in the Master Agreement by and between Contractor and Lead State. This Participating Addendum shall cover purchase or lease of all of the Products and Services offered by Contractor to Participating State under the Master Agreement. The Parties agree that the terms and conditions of the Master Agreement shall be subject to the terms and conditions of this Participating Addendum.

2. Incorporation of Master Agreement. The terms and conditions of the Master Agreement are attached hereto as Schedule 1 and incorporated herein by reference. All undefined capitalized terms used herein shall have the same meanings assigned to them in the Master Agreement. Certain other capitalized terms are defined elsewhere within the text of this Participating Addendum and, throughout this Participating Addendum, those terms shall have the meanings respectively ascribed to them. In the event of any conflict or inconsistency between the terms and conditions of this Participating Addendum and any terms and conditions set forth in the Master Agreement, the terms and conditions of this Participating Addendum shall prevail.

3. Participation; Authorized Purchasers. The Products and Services available for purchase under the Master Agreement by way of this Participating Addendum may be ordered and purchased by all departments, divisions, and other executive agencies eligible to use statewide contracts within the State of New Hampshire (each, an "Authorized Purchaser"). Contractor shall not accept, and Participating State shall not be obligated to pay for, Orders from any person or entity that is not authorized by Participating State to order or purchase any of the Products and Services offered by Contractor under this Participating Addendum and the Master Agreement. All determinations of eligibility to participate in the Master Agreement through this Participating Addendum are solely within the authority of Participating State's Procurement Officer identified in Section 15(b) below.

4. Effective Date of Participating Addendum. Notwithstanding any terms and conditions in the Master Agreement to the contrary, this Participating Addendum is subject to the approval of the Governor and Executive Council of the State of New Hampshire, and Participating State shall not be bound by the terms and conditions of this Participating Addendum or the Master Agreement until the date of such approval (the "Participating Addendum Effective Date").

5. Term. The term of this Participating Addendum shall begin on the Participating Addendum Effective Date and end on June 30, 2025, unless terminated earlier in accordance with the terms and conditions of the Master Agreement or this Participating Addendum. In the event that Lead State and Contractor agree to extend the term of the Master Agreement, then Participating State shall have the option to extend the term of this Participating Addendum for an additional term not to exceed the extended term of the Master Agreement.

6. Configuration Dollar Limit. In accordance with Section 4 of the Master Agreement, the following configuration limits shall apply to this Participating Addendum:

Item	Configuration
Band Three	$1,000,000.00

7. Funds Available and Authorized; Non-Appropriation. Participating State's obligations under this Participating Addendum and the Master Agreement are subject to the availability of sufficient legislative appropriations allotments, or other expenditure authority and, if Participating State is expending federal funds, the availability of such federal funds. In the event of the reduction, elimination, or modification of the appropriation or availability of funding for this Participating Addendum, in whole or in part, Participating State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate this Participating Addendum immediately upon written notice to Contractor.

8. Orders. Any Order placed by Participating State for the Products and Services available under 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, subject to the terms and conditions of this Participating Addendum, unless the parties to the order agree in writing that another contract or agreement applies to such order.

9. Non-Exclusivity. This Participating Addendum is not exclusive, and Participating State may acquire the Products and Services available under the Master Agreement and this Participating Addendum from other third parties.

10. Independent Contractor. Contractor shall act at all times as an independent contractor, and not as an agent or employee of the Participating State, in the performance of its obligations under this Participating Addendum and the Master Agreement. Contractor shall not have any authority to legally bind Participating State. Neither Party shall make any statements, representations, or commitments of any kind or take any action binding on the other except as expressly provided for herein or authorized in writing by the Party to be bound.

11. Invoice Requirements.

a. To request payment for each Order made hereunder, Contractor shall submit an original invoice to the office of the Authorized Purchaser that issued the Order. The contents of the invoice must include, at a minimum, the following:

i. Contractor's name and address;

ii. Contractor's Federal Employer Identification Number;

iii. Contractor's payment address;

iv. The Order number; and

v. A description of the Products and Services that Contractor delivered with, as applicable, the date, serial number, quantity, unit price, and total price of the Products and Services for which payment is sought.

b. If an invoice submitted by Contractor does not meet the requirements of this Section 11, then the Authorized Purchaser will send a written notice to Contractor that describes the defect or impropriety of the invoice and any additional information that Contractor needs to correct the invoice.

c. Participating State may request Contractor for additional documentation to support payment of any invoice. Contractor shall respond to any such requests within ten (10) calendar days of receipt. Participating State's payment obligations are conditioned upon receipt of an invoice that complies with this Section 11 and includes any applicable supporting documentation as may be reasonably requested by Participating State.

d. Participating State's payment will not be due until thirty (30) calendar days after the latter of (i) receipt of an invoice that complies with this Section 11, the completion of the Services, or the delivery of the Products.

12. Termination; Default and Remedies.

a. Termination for Convenience. Participating State may terminate this Participating Addendum, including any unfulfilled Orders made hereunder, in whole or in part, at any time and without cause by providing Contractor with thirty (30) calendar days' advance written notice.

b. Termination for Cause. If Contractor fails to perform under this Participating Addendum, including any Orders made hereunder, or fails to comply with any of the terms or conditions of this Participating Addendum, Participating State may, in its sole and absolute discretion, immediately terminate all or any part of this Participating Addendum, including any unfulfilled Orders made hereunder.

c. Other Remedies Preserved. Termination is not Participating State's exclusive remedy but will be in addition to any other rights and remedies available in law or in equity under this Participating Addendum and the Master Agreement. The exercise of any remedies hereunder will not constitute a termination of this Participating Addendum unless Participating State notifies Contractor in writing prior to the exercise of such remedy.

d. No Liability Upon Termination. If this Participating Addendum is terminated for any reason, Participating State shall not be liable to Contractor for any damages arising from or related to the termination. In the event that Participating State terminates this Participating Addendum, Participating State shall not be liable to Contractor for any reason, except for the payment of the Products and Services ordered hereunder that are performed or delivered and accepted, as the case may be, in accordance with all terms and conditions of this Participating Addendum.

13. Access to Records. Contractor will maintain all fiscal records relating to this Participating Addendum in accordance with generally accepted accounting principles and will maintain all other records relating to this Participating Addendum in such a manner as to clearly document Contractor's performance hereunder. Participating State shall have access to invoices which relate to Orders issued under this Participating Addendum to perform examination and audits and to make copies of the same. Contractor will retain and keep accessible all such fiscal books and records writings for a minimum of six (6) years, or such longer period as may be required by applicable law following final payment and termination of this Participating Addendum, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Participating Addendum, whichever date is later.

14. Public Information.

a. Application of Right-to-Know Law. Participating State's obligations of confidentiality, if any, under the Master Agreement and this Participating Addendum are subject to disclosure pursuant to the New Hampshire Right-to-Know Law codified at RSA 91-A. Notwithstanding the terms and conditions set forth in Section 14(b) below, Participating State shall have the sole and final authority as to whether the disclosure of any information relating to the transactions contemplated in this Participating Addendum or the Master Agreement is required under RSA 91-A.

b. Contractor's Designation of Trade Secrets and Confidential Information. If Contractor considers any portion of the materials disclosed to Participating State to be confidential or protected as a trade secret, Contractor must clearly designate that portion of the material as "CONFIDENTIAL," "TRADE SECRET," or any other language of similar import when submitted to Participating State. In the event that Participating State receives any request made pursuant to RSA 91-A that seeks the disclosure of materials designated by Contractor as being confidential or protected as a trade secret, and Participating State determines that the provisions of 91-A require the disclosure of the materials so designated, Participating State will notify Contractor of the following:

i. The scope of the information sought through the request;

ii. A description of the materials that Participating State will disclose in response to the request;

iii. A description of the materials, if any, that are exempt from disclosure under the Right-to-Know Law pursuant to RSA 91-A:5 or any other applicable exception or exemption to the Right-to-Know Law; and

iv. The date upon which Participating State will disclose the materials to the RSA 91-A requestor.

If Participating State concludes that the disclosure of materials designated by Contractor as being confidential or protected as a trade secret is required under RSA 91-A, Contractor shall be responsible for taking whatever

appropriate legal action it deems necessary to prevent such disclosure to the RSA 91-A requestor. Notwithstanding the preceding sentence, any and all claims against Participating State pursuant to RSA 91-A are subject to the terms and conditions set forth in Sections 21 through 23 of this Participating Addendum to the fullest extent permitted by law.

15. Primary Contacts; Notice. The Parties' respective primary points of contact for this Participating Addendum are the individuals named below as follows:

a. Contractor.

Name:	Lauren Weaber
Address:	1701 East Mossy Oaks Road, Spring, TX 77389
Telephone:	972-895-9457
Email:	lauren.weaber@hpe.com

b. Participating State.

Name:	Gary S. Lunetta
Address:	25 Capital Street, Room 102, Concord, NH 03301
Telephone:	(603) 271-2201
Email:	gary.s.lunetta@das.nh.gov

Except as otherwise expressly provided by law, any and all notices or other communications required or permitted to be given pursuant to this Participating Addendum shall be in writing and shall be deemed to be delivered when sent by U.S. mail, postage prepaid, or by email to each Parties' respective primary contracts identified above. Each Party may change its respective primary contacts by providing written notice of such change to the other Party in the manner specified by this Section 15.

16. Usage Reporting. Contractor shall submit quarterly usage reports for analysis by Participating State's Procurement Officer identified in Section 15(b) above for each quarter during the term of this Participating Addendum as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

Each quarterly usage report shall be submitted electronically in a ".xls" or "CSV" format and shall be organized by Authorized Purchaser. In addition, each quarterly usage report shall include, at a minimum, the following information:

a. Participating State's number assigned to this Participating Addendum, if any, and the number assigned to the Master Agreement;

b. The names of all Authorized Purchasers that placed an Order under this Participating Addendum during the reporting period;

c. A description of the Products and Services purchased by each Authorized Purchaser as well as the total price for each Order;

d. The total price of all Orders during the reporting period; and

e. Any other information as Participating State may reasonably request.

17. Click Through Terms and Conditions. If either Party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to any Products or Services ordered hereunder (each an "Electronic Ordering System"), the Parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of Participating State do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of this Participating Addendum. Accordingly, where Participating State is required to "click through," otherwise accept, or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where Participating State is required to accept or be made subject to any terms and conditions in accessing or employing any Products or Services, those terms and conditions will also be void.

18. Insurance. Contractor shall, at its own expense, obtain and continuously maintain in full force throughout the term of this Participating Addendum, the following types of insurance coverage:

a. Commercial general liability insurance against all claims of bodily injury, death, or property damage in an amount of One-Million and 00/100 Dollars ($1,000,000.00) per occurrence and Two-Million and 00/100 Dollars ($2,000,000.00) in the aggregate;

b. Workers' compensation insurance as required by applicable workers' compensation laws for persons performing work under this Participating Addendum with limits of Five-Hundred Thousand and 00/100 Dollars ($500,000.00) per accident.

Contractor shall provide Participating State with certificates of insurance for all insurance required under this Section 18 before furnishing any Products or Services pursuant to the Master Agreement and this Participating Addendum.

19. Equal Employment Opportunity. Contractor shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to Contractor, this Participating Addendum, and any Orders made under this Participating Addendum, as may be modified or adopted from time to time. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable to this Participating Addendum and the Orders made hereunder:

a. Titles VI and VII of the Civil Rights Act of 1964, as amended;

b. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended;

c. The Americans with Disabilities Act of 1990, as amended;

d. Executive Order 11246, as amended;

e. The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended;

f. The New Hampshire Law Against Discrimination, RSA 354-A, as amended;

g. All regulations and administrative rules established pursuant to the foregoing laws; and

h. All other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

20. Participating State's Set-Off Rights. Notwithstanding any terms and conditions contained herein to the contrary Participating State shall have and retain all its common law, equitable, and statutory rights of set-off. These set-off rights shall include, but not be limited to, Participating State's option to withhold any monies due to Contractor under this Participating Addendum up to any amounts due and owing to Participating State with regard to this Participating Addendum, or any other contracts or agreements between Contractor and Participating State, plus any amounts due and owing to Participating State for any other reason, including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto.

21. Indemnification. Notwithstanding any terms and conditions set forth herein to the contrary, Contractor shall indemnify and hold Participating State harmless from and against, and to reimburse Participating State for, any and all third party liabilities, penalties, assessments, judgments, claims, demands, debts, obligations, fines, damages, losses, fees and expenses, including attorney's fees and litigations costs, suffered or incurred by Participating State arising from any negligent acts or omissions of Contractor in the performance of its obligations under this Participating Addendum. The terms and conditions of this Section 21 shall survive the expiration or termination of this Participating Addendum.

22. Limitation of Liability. To the fullest extent permitted by law, the Parties agree that in no event will either Party, together with its officials, agents, and employees, be liable for any indirect, incidental, special, or consequential damages, including, without limitation, lost profits, even if the Party had been advised, knew, or should have known of the possibility of such damages. The aggregate and cumulative liability for all claims under this Agreement is limited to the greater of two (2) times the value of the applicable Order or $500,000.

23. Sovereign Immunity Preserved. Notwithstanding any terms and conditions set forth herein to the contrary, this Participating Addendum shall not be construed as a waiver of Participating State's sovereign immunity, which is hereby reserved by Participating State. The terms and conditions of this Section 23 shall survive the expiration or termination of this Participating Addendum.

24. Successors and Assigns. The promises and covenants herein contained shall bind, and the benefits and advantages shall inure to, except as herein specifically limited, the respective successors and assigns of the Parties.

25. Governing Law. The Parties acknowledge and agree that this Participating Addendum and the rights, obligations, and liabilities of the Parties hereunder, including matters of construction, validity, and performance, shall be exclusively governed by the laws of the State of New Hampshire without regard to any choice of law or conflict of law, rules, or provisions (whether of the State of New Hampshire or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New Hampshire.

26. Consent to Jurisdiction and Venue. The Parties hereby irrevocably and unconditionally (a) submit to exclusive personal jurisdiction in the Superior Courts of the State of New Hampshire over any suit, action, or proceeding arising out of or relating to this Participating Addendum, and (b) waive any and all personal rights under the laws of any other state to object to jurisdiction within the Superior Courts of the State of New Hampshire. The Parties agree that the only proper venue for any suit, action, or proceeding arising out of or related to this Participating Addendum shall be in the state courts of the State of New Hampshire.

27. Severability. If any term or condition of this Participating Addendum or the application thereof to any party or circumstance shall to any extent be invalid or unenforceable, the remainder of this Participating Addendum, or the application of such term or condition to the Parties or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and condition of this Participating Addendum shall be valid and enforceable to the maximum extent permitted by law.

28. Waiver. No delay on the part of Participating State in the exercise of any right or remedy hereunder shall operate as a waiver thereof, and no single or partial exercise by Participating State of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy; nor shall any amendment, modification, or waiver of any of the provisions of this Participating Addendum be binding upon Participating State except as expressly set forth in a writing duly signed and delivered by an authorized agent of Participating State. No action of Participating State permitted hereunder shall in any way affect or impair the rights of Participating State or the obligations of Contractor under this Participating Addendum.

29. Merger. This Participating Addendum, together with the Master Agreement, is intended by the Parties as the final, complete, and exclusive understanding of the Parties hereto. All prior or contemporaneous promises, agreements, and understandings, whether oral or written, are deemed to be superseded by this Participating Addendum, and no Party is relying on any promise, agreement, or understanding not set forth in this Participating Addendum. This Participating Addendum may not be amended or modified except by a written instrument describing such amendment or modification executed by the Parties hereto.

30. Construction. The recitals set forth at the outset of this Participating Addendum are a part of this Participating Addendum, as fully as if set forth in their entirety in the body hereof. The captions or headings in this Participating Addendum are for ease of reference only, and no caption or heading shall affect in any way the interpretation, meaning, or construction of this Participating Addendum. Wherever used, the singular shall include the plural, the plural the singular, and the use of any gender or the neuter shall be applicable to all genders and the neuter. References to a

person or entity are, unless the context otherwise requires, also to its owners, members, managers, shareholders, officers, directors, affiliates, heirs, executors, legal representatives, agents, successors, and assigns as applicable. The words "all" and "each" shall be construed as all and each, and the words "or" and "and" shall be construed either disjunctively or conjunctively, as the context may require.

31. Counterparts; Facsimile and Electronic Signatures. This Participating Addendum may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Participating Addendum. A facsimile or portable document format (PDF) signature on this Participating Addendum shall be equivalent to, and have the same force and effect as, an original signature. In accordance with the New Hampshire Uniform Electronic Transactions Act, RSA 294-E, the Parties hereby agree that this Participating Addendum may be signed electronically, including any exhibits, schedules, addenda, or other attachments referenced herein.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of their respective parties signatures below.

Contracting Officer for Participating State	Participating State Telephone Number
Contractor Signature	**Name and Title of Contractor Signatory**
Debra A Laird Date: 1/05/2024	Debra A. Laird, Manager, Contract Negotiations
Participating State Signature	**Name and Title of Participating State Signatory**
Date: 1/29/24	Charles Arlinghaus Commissioner
Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*	
By:	Director, On:
Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*	
By: Duncan A. Edgar	On: February 6, 2024
Approval by the Governor and Executive Council *(if applicable)*	
170 G&C Item number:	G&C Meeting Date:

SECRETARY OF STATE FEB 21 2024

[Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases]

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that HEWLETT PACKARD ENTERPRISE COMPANY is a Delaware Profit Corporation registered to do business in New Hampshire as HEWLETT PACKARD ENTERPRISE COMPANY CORP. on March 19, 2015. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **722839**

Certificate Number: **0006198110**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 5th day of April A.D. 2023.

David M. Scanlan

Secretary of State

Hewlett Packard
Enterprise

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

I certify that **Debra Laird** 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 **$25,000,000** and affirm that his/her signature shall be binding on Hewlett Packard Enterprise Company. This authorization shall expire on October 31, 2024.

Dated: October 27, 2023

Stuart McLean

Stuart McLean, Manager – Americas Contract Operations.

"WHEREAS, the Board of Directors (the "Board") of Hewlett Packard Enterprise Company (the "Company") believes it to be in the best interest of the Company to update the existing standing resolutions authorizing certain individuals as signatories on customer and government agency contracts;

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby approves each of the individuals listed below to be authorized signatories of the Company (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 connect 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 April 6, 2023.**

Stuart McLean
Sonia Hairabedian
Matthew Keck
Mary Reuss
Joseph Mack

I, Jonathan R. Sturz, do hereby certify that I am the duly appointed Vice President, Deputy General Counsel and Assistant Corporate 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 April 6, 2023; and that the resolution has not been annulled, rescinded, or revoked and remains in full force and effect.

IN WITNESS WHEREOF, I have signed my name on behalf of Hewlett Packard Enterprise Company.

Dated: October 27, 2023

Jonathan R. Sturz

Jonathan R. Sturz

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT
Aon Risk Insurance Services West, Inc. San Francisco CA Office 425 Market Street Suite 2800 San Francisco CA 94105 USA	NAME: Debra Laird PHONE (A/C, No, Ext): 404-848-0128 E-MAIL ADDRESS: debra.laird@hpe.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Old Republic Insurance Co	24147
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Hewlett Packard Enterprise Company
1701 E. Mossy Oaks Road
Spring, TX 77389

COVERAGES **CERTIFICATE NUMBER:** LOS-002352643-06 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			MWZY 314052-23	09/30/2023	09/30/2024	EACH OCCURRENCE	$ 3,000,000
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 3,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ Not Applicable
	POLICY PROJECT LOC						PRODUCTS - COMP/OP AGG	$ Not Applicable
	OTHER:							$
A	AUTOMOBILE LIABILITY			MWTB 314050-23	09/30/2023	09/30/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 3,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-						AGGREGATE	
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N	N / A		MWC 314049 -23 'As respects all states, except 'CA and Monopolistic states'	09/30/2023	09/30/2024	X PER STATUTE OTHER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

State of New Hampshire 25 Capital Street Concord, NH 03301

CERTIFICATE HOLDER

State of New Hampshire
25 Capital Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
OF Aon Risk Insurance Services West, Inc.

Aon Risk Insurance Services West, Inc.

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NASPO ValuePoint.

PORTFOLIO TITLE: Computer Equipment, Peripherals & Related Services

LEAD STATE: Minnesota

PORTFOLIO MAP

OVERVIEW:

The State of Minnesota in partnership with NASPO ValuePoint has awarded cooperative Master Agreements for Computer Equipment, Peripherals & Related Services.

The Master Agreements allow Participating Entities that include but are not limited to states and local governments, to purchase computer hardware and associated accessories and services from properly evaluated and awarded computer hardware manufacturers.

Portfolio product offerings: Windows and non-Windows desktops, laptops; and tablets, servers and storage devices, and other commodities related to computer equipment purchases.

KEY BENEFITS:

This re-solicited NASPO ValuePoint portfolio will continue to provide users across the nation with a broad range of quality product offerings from leading manufacturers in the computer equipment industry. The new RFP also included language allowing for potential participation by Canadian entities.

While the previous portfolio was divided into six Bands, the RFP for this new portfolio was restructured and organized into three Bands, offering additional flexibility and reducing potential confusion in categorizing similar types of devices (i.e., servers and storage devices). The merging of desktops, laptops, and tablets into the same Band and creation of a new Band specifically for non-Windows desktops, laptops, and tablets also better reflects the current market for personal computing devices.

PRODUCT CATEGORIES:

Band 1 - Personal Computer Devices - Windows Operating Systems: Desktop, Laptops, and Tablets

Band 2 - Personal Computer Devices - Non-Windows Operating Systems: Desktop, Laptops, and Tablets

Band 3 - Servers and Storage

INITIAL TERM:

July 1, 2023 through June 30, 2025

TOTAL POSSIBLE TERMS:

Up to June 30, 2028

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CATEGORY DETAILS:

BAND 1:

Product offerings that utilize the Windows operating system. This Band includes:

- Zero clients;
- Thin clients;
- All-in-ones;
- Workstations;
- Notebooks;
- Mobile thin clients; and
- Ruggedized equipment

BAND 2:

Product offerings that utilize an operating system that is not Windows. This Band includes:

- Zero clients;
- Thin clients;
- All-in-ones;
- Workstations;
- Notebooks;
- Mobile thin clients; and
- Ruggedized equipment.

Band 3:

This Band includes:

- Servers and storage devices (physical or virtual computer dedicated to run one or more services or applications, as a host, to serve the needs of the users of other computers on a network);
- Server and storage appliances (devices, hardware, and software preconfigured by the manufacturer); and
- Embedded networking components such as those found in blade chassis systems.

PRICING:

Master Agreement pricing will be based on the pricing catalogs and minimum category discounts submitted to the Lead State in each Offeror's proposal. Any device offered by a Contractor for which pricing is found to be unreasonable, not best-value, or not in the best interest of the Lead State or Participating Entities may be rejected by the Lead State and excluded from the Contractor's Master Agreement.

RFP INFORMATION:

- Solicitation Number: RFP 29720
- Released: 11/4/2020
- Closed: 3/18/2021
- Total Days Publicly Posted: 135 days
- Number of Amendments Posted: 5
- Pre-Proposal Conference 11/20/2020
- Supplier Attendance: 104 attendees

STATES ON SOURCING TEAM:

- Minnesota (Lead State)
- Alaska
- Arkansas
- California
- Delaware
- Iowa
- Louisiana
- South Carolina

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VENDOR RESPONSES:

A total of 28 proposals were received, and of those proposals, 24 suppliers were recommended for award across the 3 Bands based on responsiveness and final rankings against the pre-established evaluation criteria. One awardee rescinded its proposal and will not be awarded for a final total of 23 awarded suppliers.

EVALUATION INFO:

Virtual evaluations were led by the Lead State of Minnesota. The evaluation was completed by the Sourcing Team on 12/17/2021.

Responses were evaluated based on the following Evaluation Criteria:

The Sourcing Team evaluated proposals in multiple phases and steps. The evaluation criteria for each phase and scoring step were as follows:

- Phase 1: Responsiveness (pass/fail). Each proposal was reviewed for responsiveness to determine if the responder satisfied all mandatory requirements. The Lead State evaluated the requirements on a pass/fail basis.
- Phase 2: Evaluate Responses.
  - Step 1: Weighted scoring of the technical criteria - Product Deployment and Ability to Perform
  - Step 2: Responders were shortlisted for each Band based on the scores awarded in Step 1 and the ability of responders selected for the shortlist to meet the needs of anticipated Participating Entities. Responders with a Step 1 total score of at least 60% of the highest-scoring Responder advanced to Step 3, at which time scores were reset to 0.
  - Step 3: Weighted scoring of the criteria - Accessibility, Environmental, Business Capabilities, Customer Support, and Cost Proposal. Responders with a Step 3 total score of at least 50% of the highest-scoring Responder are being recommended for a contract award.

Cost made up 40% of the points possible in Phase 2 Step 3 and was evaluated using a market basket composed of multiple standard device configurations. Cost scores for each Band and device configuration were based on the responder's cost relative to the lowest-cost responder and the extent to which devices offered by the responder matched the provided standards. Responders offering devices partially matching the standard device configurations were given a cost score equal to the lowest score for each configuration. Responders offering devices that did not match the standard device configurations were given a cost score of 0.

Three proposed awardees in Band 2 offer specialized devices (e.g., Chromebooks and ruggedized tablets) that did not match the standard device configurations in the market basket and therefore received a cost score of 0. However, each responder scored strongly in the technical evaluation and earned enough points to meet the established threshold for contract award. All proposed awardees were required to submit complete pricing catalogs and minimum category discounts to the Lead State. Regardless of cost score, any device offered by a Responder for which pricing is found to be unreasonable, not best-value, or not in the best interest of the Lead State or Participating Entities may be rejected by the Lead State and excluded from the responder's Master Agreement.

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AWARD SUMMARY:

OFFEROR	BAND 1	BAND 2	BAND 3
Ace Technology Partners	✓	✓	✓
Acer America Corporation	✓	✓	
Apple, Inc.		✓	
Dell Technologies	✓	✓	✓
Durabook Americas, Inc.	✓		
Dynabook, Inc.	✓		
Getac, Inc.	✓		
Hewlett Packard Enterprise			✓
Hitachi Vantara, LLC			✓
Howard Technology Solutions	✓		
HP, Inc.	✓	✓	
IBM			✓
Lenovo (United States) Inc.	✓	✓	
Lenovo Global Technology (United States) Inc.			✓
Microsoft Corporation	✓		
NetApp, Inc.			✓
New Tech Solutions, Inc.			✓
Oracle America, Inc.			✓
Panasonic Connect North America, Division of Panasonic Corporation of North America	✓	✓	
Pure Storage, Inc.			✓
Quantum Corporation*			✓*
Transource Services Corp	✓		✓
Zebra Technologies Corporation	✓		

*Quantum and the Lead State mutually agreed to terminate the MA negotiation process after Quantum was recommended for award. There will not be a Master Agreement executed with Quantum.

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Exhibit D: Price Schedule

NASPO ValuePoint Computer Equipment (2023-2028)
CONTROL SET

Master Agreement: 23008
Contractor Name: Hewlett Packard Enterprise

Awarded Bands:

_____ Band 1: Personal Computing Devices (Windows)
_____ Band 2: Personal Computing Devices (Non-Windows)
x Band 3: Servers and Storage

Band	Category Code	Category Description	Discount off Baseline List
3	3B	Band 3 - Minimum Discount	14.0%
3	3B-1	Entry Level Tower Servers	14.0%
3	3B-2	Scaleable Datacenter Infrastructure	27.0%
3	3B-3	x86 Premium and Scale-Up Rack Servers	27.0%
3	3B-4	x86 Blades & Synergy	27.0%
3	3B-5	Entry Level Servers & Server Options	20.0%
3	3B-6	Converged Systems	27.0%
3	3B-7	Integrity Solutions	20.0%
3	3B-8	Superdome Servers	30.0%
3	3B-9	Blade Storage	20.0%
3	3B-10	Nimble Storage Arrays	35.0%
3	3B-11	3PAR Storage	35.0%
3	3B-12	Primera Storage	35.0%
3	3B-13	Rack & Power- Related Products	20.0%
3	3B-14	MSA Products	20.0%
3	3B-15	ProLiant SL45X & Apollo Options	20.0%
3	3B-16	MSL & VSL Tape Libraries, Autoloaders and Accessories	20.0%
3	3B-17	D2D StoreOnce, NAS, StoreVirtual and MSAs	20.0%
3	3B-18	Other Datacenter HW & SW	5.0%
3	3B-19	Operating Systems & HW Related Software	0.0%
3	3B-20	Renew/Refurbished Equipment & Spare Parts	0.0%
3	3B-21	Specials/Promotions	1.0%
3	3T	Band 3 - Third Party Product Minimum Discount	5.0%
3	3T-1	Third Party Hardware & Services	10.0%
3	3T-2	Third Party Software & Services	5.0%
	S-1	General Consulting & Custom SOW	7.0%
	S-2	Education & Training Services	16.0%
	S-3	Installation & Startup Services	20.0%
	S-4	Hardware Mainentance & Services (Excludes Nimble)	20.0%
	S-5	Software Maintenance & Services (Excludes Nimble)	20.0%
	S-6	Non-discountable Services	0.0%
	S-7	Nimble Hardware/Software Maintenance & Services	5.0%

Exhibit D: Price Schedule

Discount Structure

Master Agreement: 23008
Contractor Name: Hewlett Packard Enterprise
Baseline Price List: Posted on Contractor's dedicated NASPO ValuePoint website

Band 3: Servers and Storage			
Band	**Category Code**	**Category Description**	**Discount off Baseline List**
3	**3B**	**Minimum Discount for Band**	**14.0%**
3	3B-1	Entry Level Tower Servers	14.0%
3	3B-2	Scaleable Datacenter Infrastructure	27.0%
3	3B-3	x86 Premium and Scale-Up Rack Servers	27.0%
3	3B-4	x86 Blades & Synergy	27.0%
3	3B-5	Entry Level Servers & Server Options	20.0%
3	3B-6	Converged Systems	27.0%
3	3B-7	Integrity Solutions	20.0%
3	3B-8	Superdome Servers	30.0%
3	3B-9	Blade Storage	20.0%
3	3B-10	Nimble Storage Arrays	35.0%
3	3B-11	3PAR Storage	35.0%
3	3B-12	Primera Storage	35.0%
3	3B-13	Rack & Power- Related Products	20.0%
3	3B-14	MSA Products	20.0%
3	3B-15	ProLiant SL45X & Apollo Options	20.0%
3	3B-16	MSL & VSL Tape Libraries, Autoloaders and Accessories	20.0%
3	3B-17	D2D StoreOnce, NAS, StoreVirtual and MSAs	20.0%
3	3B-18	Other Datacenter HW & SW	5.0%
3	3B-19	Operating Systems & HW Related Software	0.0%
3	3B-20	Renew/Refurbished Equipment & Spare Parts	0.0%
3	3B-21	Specials/Promotions	1.0%
3	**3T**	**Third Party Minimum Discount for Band**	**5.0%**
3	3T-1	Third Party Hardware & Services	10.0%
3	3T-2	Third Party Software & Services	5.0%

Exhibit D: Price Schedule

Master Agreement: 23008
Contractor Name: Hewlett Packard Enterprise

All Awarded Bands

1. Per Transaction Multiple Unit Discount(s)

Contractor provides a contractual volume discount program as follows based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Purchasing Entity, or multiple entities conducting a cooperative purchase.

HPE may offer multiple unit discounts on a project by project basis. Additional discount percentages to be calculated at time of purchase.

2. Cumulative Discount(s)

Contractor provides a cumulative volume discount as follows based on dollars resulting from the cumulative purchases by all purchases made by Purchasing Entities for the duration of the Master Agreement.

HPE will work directly with Purchasing Entities to offer cumulative discounts. These discounts may vary.

3. Other Discount(s)

Additional discount(s) available.

HPE offers additional discounts upon request for large project based purchases or bulk orders.

Exhibit D: Price Schedule

Master Agreement: 23008
Contractor Name: Hewlett Packard Enterprise

Each Purchasing Entity will determine if and how services will be offered in the Participating Addendum.

Travel for Services will be negotiated with each Participating Entity in the Participating Addendum.

All Awarded Bands		
Category Code	**Description of Service**	**Percent Discount**
S-1	General Consulting & Custom SOW	7.0%
S-2	Education & Training Services	16.0%
S-3	Installation & Startup Services	20.0%
S-4	Hardware Mainentance & Services (Excludes Nimble)	20.0%
S-5	Software Maintenance & Services (Excludes Nimble)	20.0%
S-6	Non-discountable Services	0.0%
S-7	Nimble Hardware/Software Maintenance & Services	5.0%

Exhibit D: Price Schedule

Master Agreement: 23008
Contractor Name: Hewlett Packard Enterprise

All Awarded Bands
Optional: Lease Rates
N/A

Exhibit D: Price Schedule

Prompt Payment Discount

Master Agreement: 23008
Contractor Name: Hewlett Packard Enterprise

All Awarded Bands

		in 30
		in 15, Net 30
		in 10, Net 30
		Net 30
X	Other (specify):	Customers are eligible for prepayment discounts on maintenance renewal services, excluding maintenance for Nimble products

DocuSign Envelope ID: 87F53414-136E-413E-907B-A408CF7AA97C

MINNESOTA

NASPO ValuePoint™

NASPO ValuePoint Master Agreement No.: 23008

This Contract is between the State of Minnesota, acting through its Commissioner of Administration ("Lead State") and Hewlett Packard Enterprise whose designated business address is 1701 East Mossy Oaks Road, Spring, TX 77389 ("Contractor"). State and Contractor may be referred to jointly as "Parties."

Recitals

1. The State of Minnesota, Department of Administration, Office of State Procurement, on behalf of the State of Minnesota and NASPO ValuePoint Cooperative Procurement Program ("NASPO ValuePoint") issued a solicitation to establish Minnesota NASPO ValuePoint Master Agreement(s) ("Contract") with qualified manufacturers for Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage, including related Peripherals & Services);

2. Contractor provided a response to the Solicitation indicating its interest in and ability to provide the goods or services requested in the Solicitation; and,

3. Subsequent to an evaluation in accordance with the terms of the Solicitation and negotiation, the Parties desire to enter into a contract; and

4. All authorized governmental entities in any state or participating US Territory are welcome to use the resulting Master Agreement through NASPO ValuePoint with the approval of the State Chief Procurement Official. Upon final award of the overarching Master Agreement, Contractors are able to sign Participating Addendums (PA) at the option of Participating States. Participating States reserve the right to add state specific terms and conditions and modify the scope of the contract in their Participating Addendum as allowed by the Master Agreement.

Accordingly, the Parties agree as follows:

Contract

1. **Term of Contract**

   a. Effective date. July 1, 2023, or the date the Lead State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

   b. Expiration date. June 30, 2025. This Master Agreement may be extended for up to an additional 36 months, in increments as determined by the Lead State, through a duly executed amendment.

   c. If, in the judgment of the Lead State, a follow-on, competitive procurement will be unavoidably delayed beyond the planned date of execution of the follow-on master agreement, this Master Agreement may be extended for a reasonable period of time, not to exceed six months. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

2. **Representations and Warranties**

a. Under Minn. Stat. §§ 15.061 and 16C.03, subd. 3, and other applicable law the Lead State is empowered to engage such assistance as deemed necessary.

b. Contractor warrants that it is duly qualified and shall perform its obligations under this Master Agreement in accordance with the commercially reasonable standards of care, skill, and diligence in Contractor's industry, trade, or profession, and in accordance with the specifications set forth in this Master Agreement, to the satisfaction of the Lead State.

c. Contractor warrants that it possesses the legal authority to enter into this Master Agreement and that it has taken all actions required by its procedures, by-laws, and applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Master Agreement, or any part thereof, and to bind Contractor to its terms.

3. **Awarded Band(s)**

The solicitation included three product Bands: Band 1, Personal Computing Devices – Windows Operating Systems: Desktops, Laptops, Tablets; and Band 2, Personal Computing Devices – Non-Windows Operating Systems: Desktops, Laptops, Tablets; and Band 3, Servers and Storage. The Contractor is awarded the following Band(s):

Band 3, Servers and Storage

4. **Configuration Dollar Limits**

The following configuration limits apply to the Master Agreement. Participating Entities may define their configuration limits in their Participating Addendum. The Participating Entity's Chief Procurement Official may increase or decrease the configuration limits, as defined in their Participating Addendum. The Participating Entity will determine with the Contractor how to approve these modifications to the Product and Service Schedule.

The dollar limits identified below are based on a SINGLE computer/system configuration. This is NOT a restriction on the purchase of multiple configurations (e.g., an entity could purchase 10 laptops at $15,000 each, for a total purchase price of $150,000).

ITEM	CONFIGURATION
Band One	$15,000
Band Two	$15,000
Band Three	$1,000,000
Peripherals	$10,000
Services	Addressed in the Participating Addendum

5. **Restrictions**

The following restrictions apply to the Master Agreement. A Participating Entity may set further restrictions of products in their Participating Addendum. The Participating Entity will determine with the Contractor how to approve these modifications to the Entity's Product and Service Schedule.

a. Software

1. Software is restricted to operating systems and commercial off-the-shelf (COTS) software and is subject to equipment configuration limits.

2. Any software purchased must be related to the procurement of equipment.

3. Software must be pre-loaded or provided as an electronic link with the initial purchase of equipment, except for the exceptions allowed under Paragraph 5.a.4.

4. Software such as middleware which is not always installed on the equipment, but is related to storage and server equipment (Band 3) purchased, is allowed and may be procured after the initial purchase of equipment.

b. General Services

1. Services must be related to the procurement of equipment.

2. Service limits will be addressed by each State.

3. Wireless phone and internet service is not allowed.

4. Managed Print Services are not allowed.

c. Cloud Services

1. Cloud Services are restricted to Services that function as operating systems and software needed to support or configure hardware purchased under the scope of the contract and is subject to equipment configuration limits.

2. Any Cloud Service purchased must be related to the procurement of equipment.

d. Third-Party Products

1. Third-Party Products can be offered only in the Bands they have been awarded. All third-party products must meet the definition(s) of the Band(s) in which they are being offered.

2. Products manufactured by another Contractor holding a Minnesota NASPO ValuePoint Master Agreement for Computer Equipment cannot be offered unless approved by the Lead State.

e. Additional Product/Services

1. Hardware and software required to solely support wide area network (WAN) operation and management are not allowed.

2. Lease/Rentals of equipment may be allowed and will be addressed by each State.

3. Cellular Phone Equipment is not allowed.

4. EPEAT Bronze requirement may be waived, on a State case-by-case basis, if approved by the State's Chief Procurement Officer. EPEAT Bronze requirement does not currently apply to storage.

6. **Authorized Representative**

a. Master Agreement Administrator. The Master Agreement Administrator designated by NASPO ValuePoint and the State of Minnesota, Department of Administration is Elizabeth Randa, Acquisition Management Specialist.

Elizabeth Randa, Acquisition Management Specialist
Department of Administration
Office of State Procurement
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
E-mail: elizabeth.randa@state.mn.us
Phone: 651.201.3122

b. Contractor's Authorized Representative. The Contractor's Authorized Representative is Stacey Pierce, SLED, US Route to Market Manager.

Stacey Pierce, SLED, US Route to Market Manager
Hewlett Packard Enterprise
1701 East Mossy Oaks Road
Spring, TX 77389
Email: stacey.pierce@hpe.com
Phone: 501.205.6277

If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify the Lead State.

7. **Notices**

If one party is required to give notice to the other under the Master Agreement, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand; in which case a signed receipt shall be obtained. An email shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the Lead State shall be addressed to the Master Agreement Administrator.

8. **Exhibits**

The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits, or between Exhibits, the order of precedence is first the Contract, and then in the following order:

Exhibit A: NASPO ValuePoint Terms and Conditions
Exhibit B: Minnesota Terms and Conditions
Exhibit C: Requirements
Exhibit D: Price Schedule
Exhibit E: Contractor Terms and Conditions

9. **Survival of Terms:**

The following clauses survive the expiration or cancellation of this Master Agreement: Indemnification; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure. Any other Contract term that states it shall survive, shall survive.

10. Entire Agreement
This Contract and any written addenda thereto constitute the entire agreement of the parties to the Master Agreement.

1. Contractor
The Contractor certifies that the appropriate person(s) have executed the Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

Print name: Mary A. Reuss
Signature: DocuSigned by: Mary A. Reuss C6DEFFD991C64FE...
Title: Contract Negotiator Date: 9/7/2023

2. State Agency
With delegated authority

Print name: Elizabeth M. Randa
Signature: DocuSigned by: Elizabeth M. Randa 742DE739C8ED492...
Title: Acquisition Management Specialist Date: 9/7/2023

3. Commissioner of Administration
As delegated to The Office of State Procurement

Print name: Andy Doran
Signature: DocuSigned by: Andy Doran 68D02A26D7804BA...
Title: IT Acquisitions Supervisor Date: 9/7/2023

Exhibit A: NASPO ValuePoint Master Agreement Terms and Conditions

1. **Conflict of Terms/Order of Precedence.**

a. Any order placed under this Master Agreement shall consist of the following documents:

1. A Participating Entity's Participating Addendum ("PA");

2. Minnesota NASPO ValuePoint Master Agreement, as negotiated, including all exhibits;

3. A Purchase Order issued against a PA (terms and conditions set forth in a Purchase Order will not be deemed to modify, diminish, or otherwise derogate the terms and conditions set forth in a Participating Addendum or Minnesota NASPO ValuePoint Master Agreement).

b. 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 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 this Master Agreement as an Exhibit or Attachment.

c. Contractor terms and conditions may be incorporated if expressly accepted by the Lead State and attached to the Master Agreement as an Exhibit or Attachment, or by written reference (including reference to information contained in a URL or referenced policy). A written reference, including by URL or policy, is incorporated into the Master Agreement only if the Master Agreement expressly identifies that reference. URL's must be explicitly referenced to be incorporated into the Master Agreement. URL's contained within the URL's that are explicitly referenced are not incorporated into the Master Agreement. Any Contractor term or condition incorporated by URL or written reference applies to this Master Agreement only to the extent such term or condition is not prohibited by applicable law. Any change to information contained in a URL or referenced policy will not affect any financial obligation, place any additional material obligation on an ordering entity, or materially diminish an ordering entity's ability to use the product or service.

d. A written Master Agreement (which may include the contents of the RFP and selected portions of Contractor's response incorporated therein by reference) will constitute the entire agreement of the parties to the Master Agreement. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the RFP, or terms listed or referenced on the Contractor's website not otherwise incorporated into the Master Agreement, in the Contractor quotation/sales order, or in similar documents subsequently provided by the Contractor.

e. Additional Agreement with NASPO. Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

2. **Definitions.**

a. **Acceptance** is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product.

b. **Accessory** means a product that enhances the user experience but does not extend the functionality of the computer (e.g., mouse pad or monitor stand). For the purposes of this Contract, accessories are considered peripherals.

c. **_____ as a Service (_aaS)** refers to any good provided in a subscription-based model that is defined in the industry as "_____ as a Service". Examples are "Software as a Service", "Infrastructure as a Service", and "Storage as a Service", and shall follow the NIST definitions of those services. ____ as a Service are permitted only when they meet the restrictions found in Paragraph 5.c, above.

d. **Band** means a category of products. There are three product bands which may be awarded through this Contract. Each product band includes related peripherals and services.

e. **Components** are the parts that make up a computer configuration.

f. **Contractor** means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

g. **Configuration** means the combination of hardware and software components that make up the total functioning system.

h. **Customer** (see Purchasing Entity).

i. **Desktop** means a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: (1) the processor, 2) display monitor, and 3) input devices usually a keyboard and a mouse. Desktops, including desktop virtualization endpoints such as zero and thin clients, are included in Bands 1 and 2 of this Contract.

j. **Embedded Software** means one or more software applications which permanently reside on a computing device.

k. **Energy Star®** is a voluntary energy efficiency program sponsored by the U.S. Environmental Protection Agency. The Energy Star program makes it easy to identify energy efficient computers by labeling products that deliver the same or better performance as comparable models while using less energy and saving money. For additional information on the Energy Star program, including product specifications and a list of qualifying products, visit the Energy Star website at http://www.energystar.gov.

l. **EPEAT** is a type-1 ecolabel for identifying and purchasing sustainable IT products. EPEAT-registered products must meet sustainability criteria detailed in voluntary consensus-based standards that are free and publicly available on the Green Electronics Council's website at www.greenelectronicscouncil.org. Products are classified as Bronze, Silver, or Gold based on meeting criteria that address the life cycle of the products. Product life cycle includes material extraction, hazardous substance reduction, end-of-life management, packaging, and corporate sustainability. Only products listed as Active in the online EPEAT Registry are considered to meet the EPEAT criteria.

m. **FOB Destination** means that shipping charges are included in the price of the item and the shipped item becomes the legal property and responsibility of the receiver when it reaches its destination unless there is acceptance testing required.

n. **FOB Inside Delivery** means that shipping charges are included in the price of the item, and that the shipped item becomes the legal property and responsibility of the receiver when it reaches the inside delivery point, which is beyond the front door or loading dock. FOB Inside Delivery is a special shipping arrangement that may include additional fees payable by the Purchasing Entity. FOB Inside Delivery must be annotated on the Purchasing Entity ordering document.

o. **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

p. **Laptop** means a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad, and speakers in a single unit. A laptop can be used away from an outlet using a rechargeable battery. Laptops include notebooks, ultrabooks, netbooks, Zero and thin client devices, and computers with mobile operating systems. Laptops are included in Bands 1 and 2 of this Contract.

q. **Lead State** means the State centrally administering any resulting Master Agreement(s).

r. **Mandatory Requirement** is a requirement that the failure to meet results in the rejection of the responder's proposal unless all responders are unable to meet the mandatory requirement. The terms "must" and "shall" identify a mandatory requirement. Any objection to a mandatory requirement should be identified by responders in the Question and Answer period.

s. **Manufacturer** means a company that, as one of its primary business functions, designs, assembles, owns the trademark/patent for, and markets branded computer equipment.

t. **Master Agreement** means the underlying agreement executed by and between the Lead State, acting on behalf of NASPO ValuePoint, and the Contractor.

u. **Middleware** means the software "glue" that helps programs and databases (which may be on different computers) work together. The most basic function of middleware is to enable communication between different pieces of software.

v. **NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) limited liability company. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

w. **Option** means an item of equipment or a feature that may be chosen as an addition to or replacement for standard equipment and features.

x. **Order or Purchase Order** means any purchase order, sales order, contract or other method used by a Purchasing Entity to order the Products, including any supporting materials which the parties identify as incorporated either by attachment or reference ("Supporting Material"). Supporting Material may include (as examples) product lists, hardware or software specifications, standard or negotiated service descriptions, data sheets and their supplements, and statements of work ("SOW"), published warranties and service level agreements, and may be available to Participating Entity in hard copy or by accessing a designated Contractor website.

y. **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

z. **Participating Entity** means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.

aa. **Participating State** means a state that has executed a Participating Addendum.

bb. **Partner** means a company, authorized by the Contractor and approved by the Participating Entity, to provide marketing, support, or other authorized contract services on behalf of the Contractor in accordance with the terms and conditions of the Contractor's Master Agreement. A Partner may include, but is not limited to, an agent, subcontractor, fulfillment partner, channel partner, business partner, servicing subcontractor, etc.

cc. **Peripherals** means any hardware product that can be attached to, added within, or networked with personal computers, servers, or storage. Peripherals extend the functionality of a computer without modifying the core components of the system.

dd. **Per Transaction Multiple Unit Discount** means a contractual volume discount based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Participating Entity or multiple entities conducting a cooperative purchase.

ee. **Premium Savings Package(s) (PSP)** are deeply discounted standard configurations available to Purchasing Entities using the Master Agreement. NASPO ValuePoint reserves the right to expand and modify the PSP throughout the life of the contract. For more information see: https://www.naspovaluepoint.org/portfolio/57/.

ff. **Product** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

gg. **Purchasing Entity** means a state (including the District of Columbia and U.S. territories), city, county, district, other political subdivision of a state, other public entities domestic or foreign, and nonprofit organizations under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order under the terms of the Master Agreement, or any Participating Addendum thereto, and becomes financially committed to the purchase.

hh. **Ruggedized** means equipment specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures, and wet or dusty conditions. Ruggedized equipment may be proposed under the band that most closely fits the equipment being proposed.

ii. **Server** means computer hardware dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. Servers may be either physical or virtual. Servers, including server appliances, are included in Band 3 of this Contract. Server appliances have their hardware and software preconfigured by the manufacturer, and include embedded networking components such as those found in blade chassis systems.

jj. **Services** are broadly classified as installation or de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Agreement. These classifications of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or hardware components), asset management, recycling or disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk or helpdesk, imaging, and any other directly related technical support service required for the effective operation of a product offered or supplied. Contractors may offer limited professional services related ONLY to the equipment and configuration of the equipment purchased through the resulting contracts.

EACH PARTICIPATING ENTITY WILL DETERMINE RESTRICTIONS AND NEGOTIATE TERMS FOR SERVICES THROUGH THEIR PARTICIPATING ADDENDUM.

kk. **Software** means, for the purposes of this Contract, commercial operating off the shelf machine-readable object code instructions including microcode, firmware, and operating system software that meet the restrictions specified in Paragraph 5.a. "Software" applies to all parts of software and documentation, including new releases, updates, and modifications of software.

ll. **Storage** means hardware or a virtual appliance with the ability to store large amounts of data. Storage, including SAN switching necessary for the proper functioning of storage equipment, is included in Band 3 of this Contract

mm. **Storage Area Network (SAN)** is a high-speed special-purpose network (or subnetwork) that interconnects different kinds of data storage devices with associated data servers on behalf of a larger network of users.

nn. **Tablet** means a mobile computer that provides a touchscreen that acts as the primary means of control. Tablets, including notebooks, ultrabooks, and netbooks with touchscreen capabilities, are included in Bands 1 and 2 of this Contract.

oo. **Takeback Program** means the Contractor's process for accepting the return of equipment or other products at the end of the product's life.

pp. **Thin Client** is a lightweight computer that has been optimized for establishing a remote connection with a server-based computing environment.

qq. **Third Party Product** is a good sold by the Contractor that is manufactured by another company. Third Party Products are intended to enhance or supplement a Contractor's own product line, and are not intended to represent more than a third of any Contractor's total sales under this Master Agreement.

rr. **Upgrade** means the replacement of existing software, hardware, or hardware component with a newer version.

ss. **Warranty** means the Manufacturer's general warranty tied to the product at the time of purchase.

tt. **Wide Area Network (WAN)** is a data network that serves users across a broad geographic area and often uses transmission devices provided by common carriers.

3. **Term of the Master Agreement.**

a. The initial term of this Master Agreement is for 2 years. This Master Agreement may be extended beyond the original contract period for 36 additional months at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

b. The Master Agreement may be extended for a reasonable period of time if in the judgment of the Lead State a follow-on, competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

4. **Amendments.**

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without a written amendment to the Master Agreement executed by the Contractor and Lead State as required by law. Master Agreement amendments will be negotiated by the Lead State with the Contractor whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work.

5. **Participants and Scope.**

a. Canadian Participation. Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement

b. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

c. Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

d. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

e. NASPO and NASPO ValuePoint are not parties to the Master Agreement.

f. Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint requirements: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.

g. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent to participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

h. Resale. "Resale" means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the Master Agreement, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

6. **Individual Customers.**
Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

7. **Independent Contractor.**
The Contractor is an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as an agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

8. **Contracting Personnel.**
Contractor must provide adequate contracting personnel to assist states with the completing and processing Participating Addenda. It is preferred that each Contractor be able to provide each Participating Entity with a primary contact person for that Participating Entity.

9. **Changes in Contractor Representation.**
The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. Such approval shall not be unreasonably withheld. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

10. **Contractor Verification.**
The Contractor is responsible for delivering products or performing services under the terms and conditions set forth in the Master Agreement. The Contractor must ensure partners utilized in the performance of this contract adhere to all the terms and conditions. The term Partner will be utilized in naming the relationship a Contractor has with another company to market and sell under the contract. Participating Entities will have final determination/approval if a Partner may be approved for that state in the role identified by the Contractor.

11. **Contractor Performance Meeting.**
An annual performance meeting may be held each year with the NASPO ValuePoint Sourcing Team. Historically performance meetings have been held in Minnesota, but the Lead State may hold the meetings in person or virtually at the Lead State's discretion.

All contractors that are invited to participate must send their Primary Account Representative, unless an exception is granted in writing by the Lead State. It is possible that not all contractors will be invited to participate in a performance meeting.

12. **Laws and Regulations.**
Any and all Products offered and furnished shall comply fully with all applicable Federal, State, and local laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination and business registration requirements of the Office of the Minnesota Secretary of State. To the extent any purchase is subject to Federal Acquisition Regulations, as may be required by the terms of a federal grant, a Participating Entity and Contractor may include in their Participating Addendum terms that reflect such a requirement.

If software is licensed to Purchasing Entity for use in the performance of a U.S. Government prime contract or subcontract, Purchasing Entity agrees that consistent with FAR 12.211 and 12.212, commercial computer software, documentation and technical data for commercial items are licensed under publisher's standard commercial license.

Purchasing Entity is responsible for complying with applicable laws and regulations, including but not limited to, obtaining any required export or import authorizations if Purchasing Entity exports, imports or otherwise transfers products or deliverables provided under this Master Agreement.

13. **Price and Rate Guarantee Period.**
All minimum discounts and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for minimum discount or rate adjustment must be for a guarantee period as offered by the Contractor, and must be made at least 30 days prior to the effective date. Requests for minimum discount or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to minimum discounts or rates will be allowed.

14. **Premium Savings Package Program.**
The Lead State reserves the right to create a Premium Savings Package Program (PSP) as outlined in the Definitions, Paragraph 2.ee of Exhibit A. Participation by Contractor is voluntary. The details and commitments of the PSP will be detailed as a part of any request for Contractor to participate.

15. **Services.**
Participating Entities must explicitly allow services in their Participating Addenda for the approved services to be allowed under that Participating Addendum. The Participating Addendum by each Participating Entity will address service agreement terms and related travel.

16. **Ordering.**

a. Master Agreement, Participating Addendum, and purchase order numbers shall be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.

b. Purchasing Entities may define entity or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies or services contemplated by this Master Agreement.

d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

1. The service description or supplies being delivered;

2. The place and requested time of delivery;

3. A billing address;

4. The name, phone number, and address of the Purchasing Entity representative;

5. The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;

6. A ceiling amount of the order for services being ordered;

7. The Master Agreement identifier; and

8. Statement of Work, when applicable.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

17. **Trade-In.**

Any trade-in programs offered during the life of the Master Agreement must be approved by the Lead State. Participating Entities must explicitly allow trade-in programs in their Participating Addenda for the approved programs to be allowed under that Participating Addendum. Trade-in value shall not decrease the discounts offered through the Master Agreement.

18. **Shipping and Delivery.**

a. The prices are the delivered price to any Purchasing Entity for standard shipping. An estimated ship and delivery date shall be provided to Purchasing Entity at the time of the Order. If an order is requested with expedited shipping, the Contractor must provide a firm "not to exceed" price for the expedited shipping on the quote. All deliveries shall be FOB Destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage incurred during shipping or delivery shall remain the Contractor's until final inspection when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

b. Specific delivery instructions, including FOB Inside Delivery, will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., directly caused by the Contractor or its subcontractors will be the responsibility of the Contractor. If such damage does occur, it is the responsibility of the Contractor to promptly notify the Purchasing Entity placing the Order.

c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipment shall be marked with the Purchasing Entity's Purchase Order number and other information sufficient for the Purchasing Entity to properly identify the shipment as outlined in the Participating Addendum of the Purchasing Entity.

19. **Inspection and Acceptance.**

a. Where the Master Agreement, a Participating Addendum, or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.

b. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and quality assurance requirements under this Master Agreement.

c. Upon delivery, the Purchasing Entity shall have 30 days to inspect the Product(s). Acceptance of Products occurs after inspection and applies to all Products(s) (hardware and software) purchased under this Master Agreement, including any additional replacement or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Participating Entity. The Purchasing Entity will make every effort to notify the Contractor, within thirty (30) calendar days following delivery, of non-acceptance of a Product or completion of Service. In the event that the Contractor has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 31st day after delivery of Product or completion of Services. This clause shall not be applicable, if acceptance testing and corresponding terms have been mutually agreed to by both parties in writing.

d. Products that do not meet manufacturer's specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked. Return of Products is subject to the Contractor's applicable return policy, which shall be made available to Purchasing Entity prior to placement of an order. Any restocking fee may not exceed 15% of the purchase price.

e. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may cancel or modify the Order to remove the nonconforming services, shall be refunded any amounts paid for the nonconforming services, and may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements.

f. The warranty period shall begin upon delivery.

g. The Purchasing Entity and the Contractor shall determine if Acceptance Testing is applicable and/or required for the purchase. Acceptance Testing means the process agreed upon by Purchasing Entity and Contractor for ascertaining that the Product meets the standard of performance prior to Acceptance by the Purchasing Entity. The terms in regards to Acceptance Testing will be negotiated, in writing, as mutually agreed.

h. No Product shall be deemed Accepted and no charges shall be paid until the standard of performance is met. The warranty period for Products subject to Acceptance Testing shall begin upon Acceptance.

20. **Title of Product.**

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include a license to use any Embedded Software in the Product, as follows:

a. To the extent that the Software sold under the Master Agreement is Commercial Off-the-Shelf Software, such Software is licensed, not sold, to the Purchasing Entity. The Contractor and its licensors reserve and retain all rights not expressly granted to the Purchasing Entity. No right, title or interest to any trademark, service mark, logo or trade name of Contractor or its licensors is granted to the Purchasing Entity. Licenses to such Software is provided in accordance with the terms of the manufacturer's written End User License Agreement tied to the product at the time of purchase unless otherwise negotiated between Purchasing Entity and the Contractor or the Licensor in a duly executed contract.

b. Contractor will perform services for the Purchasing Entity, subject to the following section pursuant to a fully executed Statement of Work entered into between the Purchasing Entity and the Contractor.

c. The Contractor grants the Purchasing Entity a perpetual, non-exclusive, royalty free the license in Contractor's pre-existing intellectual property that is contained in the products, materials, equipment or services, excluding software, that are purchased through this Master Agreement.

d. Any and all licensing, maintenance, cloud services, or order specific agreements referenced within the terms and conditions of this Master Agreement are agreed to only to the extent that the terms do not conflict with the terms of the Participating Addendum or the terms of the Master Agreement as incorporated into the Participating Addendum, and to the extent the terms are not in conflict with the Participating Entities' applicable laws. In the event of a conflict in the terms and conditions, the conflict shall be resolved as detailed in the Order of Precedence defined herein. Notwithstanding the foregoing, licensing, maintenance, cloud services agreements, or order specific agreements may be further negotiated by the Contractor or, if applicable, the Licensor, and the potential Purchasing Entity, provided the contractual documents are duly executed in writing.

21. **Warranty.**

The Contractor must ensure warranty service and maintenance for all products provided. The Contractor shall provide the warranty service and maintenance for all products on the Master Agreement.

For third party products sold by the Contract Vendor that are not Contractor-branded, the Contract Vendor sells the third-party products with the manufacturer or publisher's standard warranty, license, and maintenance "as is". The

Contract Vendor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.

22. **System Failure or Damage.**
In the event of system failure or damage caused by the Contractor or its Product, the Contractor shall use reasonable efforts to restore or assist in restoring the system to operational capacity. The Contractor shall be responsible under this provision to the extent a 'system' is defined at the time of the Order; otherwise the rights of the Purchasing Entity shall be governed by the Warranty.

23. **Payment.**
Payment for completion of an order is normally made within 30 days following the date a correct invoice is received. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law.

Payments will be remitted by mail or electronically. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

Prices are exclusive of taxes, duties, and fees, unless otherwise quoted. If a withholding tax is required by law, the tax will be added and identified on the applicable invoice. All applicable taxes, duties, and fees must be identified on the quote.

24. **Leasing or Alternative Financing Methods.**
Lease purchase and term leases are allowable only for Purchasing Entities whose rules and regulations permit leasing of software. Individual Purchasing Entities may enter into a lease agreement for the products covered in this Master Agreement, if they have the legal authority to enter into these types of agreements without going through a competitive process and if the applicable PAs permit leasing. No lease agreements will be reviewed or evaluated as part of the RFP evaluation process.

25. **Contract Provisions for Orders Utilizing Federal Funds.**
Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

26. **Self Audit.**
The Contractor must conduct at a minimum a quarterly self-audit, unless approved by the Lead State. The audit will sample a minimum of one tenth of one percent (.001) of orders with a maximum of 100 audits per quarter conducted. For example: Up to 1,000 sales = 1 audit; 10,000 sales = 10 audits; Up to 100,000 sales = 100 audits. This will be a random sample of orders and invoices and must include documentation of pricing. Summary findings must be reported to Lead State with actions to correct documented findings.

27. **Assignment/Subcontracts.**

a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

b. The Lead State, or Participating Entity, shall not assign, delegate or otherwise transfer all or any part of this Master Agreement without prior written consent from Contractor, except for assignment or delegation to a Participating Entity State agency or eligible Purchasing Entity. The Lead State reserves the right to assign any rights

or duties, including written assignment of contract administration duties to NASPO ValuePoint and other third parties.

28. **Insurance.**

a. Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the Lead State and in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports (exception for wholly-owned captive insurance companies). Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. Policy limits shall be as indicated below:

1. Commercial General Liability covering premises operations, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of $1 million per occurrence/$2 million general aggregate;

2. Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

3. Where any subcontractor is retained by Contractor, Contractor shall require such subcontractor to maintain insurance appropriate to subcontractor's activities under this Master Agreement.

c. Contractor shall pay premiums on all insurance policies. Should any of the required insurance policies be cancelled or non-renewed, notice shall be provided to Participating Entity in accordance with policy provisions.

d. Prior to commencement of performance, Contractor shall provide to the Participating Entity with a certificate of insurance showing the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating Entity as an additional insured, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating Entity as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

e. During the term of this Master Agreement, the Lead State and Participating Entities may request Contractor provide evidence of coverage that meets the requirements of this Section. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

29. **Administrative Fees.**

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable.

b. The NASPO ValuePoint Administrative Fee in this section shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

c. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Purchasing Entity may allow the Contractor to adjust the Master Agreement pricing to account for these additional fees for purchases made by Purchasing Entities within the jurisdiction of the Participating Entity. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

30. NASPO ValuePoint Reports

a. Sales Data Reporting. In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("Sales Data"). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

b. Summary Sales Data. "Summary Sales Data" is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.

c. Detailed Sales Data. "Detailed Sales Data" is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.

d. Sales Data Crosswalks. Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data ("Crosswalks"). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor's part number or SKU for each Product in Offeror's catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor's customer lists and product catalog change.

e. Executive Summary. Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states

with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

31. **NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review.**

a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.

b. Contractor agrees, as Participating Addendums become executed, if requested by ValuePoint personnel to provide plans to launch the program within the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the Participating Entity.

c. Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the customer agreement. Contractor will ensure that their sales force is aware of this contracting option.

d. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

e. Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.

f. The Lead State expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead State may, in its discretion, cancel the Master Agreement pursuant to Paragraph 42 of Exhibit A, or not exercise an option to renew, when Contractor utilization does not warrant further administration of the Master Agreement. The Lead State may exercise its right to not renew the Master Agreement if contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two years after award of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement pursuant to Paragraph 42 of Exhibit A or to terminate for default pursuant to Paragraph 44 of Exhibit A.

g. Contractor agrees to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in any Cooperative Purchasing Agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this master agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions. For the purposes of this paragraph, Cooperative Purchasing Agreement shall mean a cooperative purchasing program facilitating public procurement solicitations and agreements using a lead agency model. This does not include contracts with any federal agency or any federal contract.

32. **Right to Publish.**

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the public release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master

Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

33. **Records Administration and Audit.**

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

34. **Indemnification**

a. General Indemnity. Contractor shall indemnify, defend (to the extent permitted by a state's Attorney General), and hold harmless an Indemnified Party from and against any third party claims or causes of action, including reasonable attorney's fees, to the extent arising from Contractor's intentional, willful, or negligent acts or omissions; actions that give rise to strict liability; and actions arising from breach of contract or warranty.

"Indemnified Party" means NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the Indemnified Party's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the Indemnified Party's failure to fulfill its obligation under this Contract.

b. Intellectual Property Indemnification. Notwithstanding Paragraph 34.a of Exhibit A, the Contractor shall indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the Purchasing Entity, at the Contractor's expense, from any action or claim brought against the Purchasing Entity to the extent that it is based on a claim that all or part of the works or documents infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees.

1. If such a claim or action arises, or in the Contractor's or the Purchasing Entity's opinion is likely to arise, the Contractor must, at the Purchasing Entity's discretion, either procure for the Purchasing Entity the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or

documents as necessary and appropriate to obviate the infringement claim. This remedy of the Purchasing Entity will be in addition to and not exclusive of other remedies provided by law.

2. Notwithstanding the foregoing, Contractor will not be liable under this section to the extent the infringement was caused by: 1) Contractor modification of the infringing material where such modification is made specifically for the Purchasing Entity, and where the Purchasing Entity has set forth the specific manner in which the modifications shall be made, as opposed to where the Purchasing Entity has requested modifications and given Contractor discretion over how to implement said modifications; 2) Purchasing Entity modification of the infringing material where such modification is not made under the direction of Contractor; 3) Use of the Deliverables or the System in a manner not contemplated by this Contract or as otherwise authorized by the Contractor in writing; 4) use of the Deliverables or the System in combination, operation, or use with other products in a manner other than as contemplated by the Contract or otherwise authorized by the Contractor in writing.

35. **Limitations of Liability**

a. The Parties agree that neither Contractor nor the indemnified party shall be liable to each other, regardless of the form of action, for lost revenues or profits, or downtime credits, consequential, incidental, indirect, or special damages except any claim related to bodily injury or death; an unauthorized release or breach of not public data as set forth more fully in Minn. Ch. 13; or a claim or demand based on patent, copyright, or other intellectual property infringement.

b. Contractor's liability is limited to the greater of (i) the aggregate annual value amount of all fees paid to the Contractor by the Purchasing Entity under this Master Agreement; and (ii) $5,000,000. This limit on liability does not apply to claims for bodily injury or death or for intellectual property infringement.

c. Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

1. provided by the Contractor or the Contractor's subsidiaries or affiliates;

2. specified by the Contractor to work with the Product; or

3. reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

4. It would be reasonably expected to use the Product in combination with such product, system or method.

36. **License of Pre-Existing Intellectual Property.**

Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce for Purchasing Entity's own and governmental use, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The license shall be subject to owner and third-party rights in the Pre-existing Intellectual Property and applies to non-Contractor manufactured or branded Products only to the extent Contractor is able to grant such license. This section does not apply to software. The transfer or sale of any software is governed by the applicable license agreement.

37. **Assignment of Antitrust Rights.**

Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal

antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

38. **Debarment.**
The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

39. **Governing Law and Venue.**

a. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

40. **Confidentiality, Non-Disclosure, and Injunctive Relief.**

a. Confidentiality. Each party acknowledges that it and its employees or agents may, during the term of this Master Agreement, be exposed to or acquire information that is confidential to the other party, including a Purchasing Entity or Purchasing Entity's clients.

1. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential by one party (the "originating party") and is obtained by the other party or its employees or agents (the "receiving party") in the performance of this Master Agreement, including, but not limited to (1) any Purchasing Entity's records, (2) personnel records, (3) information concerning individuals, (4) technology, research and development information, Products and Software, and (5) trade secrets and other information which are competitive in nature as confidential information is confidential information of the originating party ("Confidential Information").

2. Any reports or other documents or items (including software) that result from the use of the Confidential Information by the receiving party shall be treated in the same manner as the Confidential Information.

3. Confidential Information does not include information that (1) is or becomes (other than by disclosure by the receiving party) publicly known; (2) is furnished by the originating party to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in the receiving party's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than the originating party without the obligation of confidentiality, (5) is disclosed with the

written consent of the originating party or; (6) is independently developed by employees, agents or subcontractors of the receiving party who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. The receiving party shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, but no less than the standard of care such party uses for its own similar confidential information and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

1. Each party shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Participating Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

2. Without limiting the generality of the foregoing, receiving party shall advise the originating party , including as applicable the Participating Entity, and the Lead State if the originating party is a Purchasing Entity, and the Lead State if the originating party is a Participating Entity, immediately if the receiving party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and receiving party shall at its expense cooperate with the originating party in seeking injunctive or other equitable relief in the name of either party against any such person.

3. Except as directed by the originating party, the receiving party will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at the originating party's request, the receiving party shall turn over to the originating party all documents, papers, and other matter in Contractor's possession that embody Confidential Information. If applicable law, regulation or document retention policy prevents the receiving party from destroying or returning all or part of the Confidential Information, the receiving party will maintain the security and confidentiality of all such retained Confidential Information.

4. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement, and Purchasing Entity may retain Confidential Information to the extent and for the duration required by applicable law.

c. Injunctive Relief. Each party acknowledges that the other party's breach of this section, including disclosure of any Confidential Information, may cause irreparable injury to the originating party that is inadequately compensable in damages. Accordingly, the originating party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

e. The rights granted Purchasing Entities and Contractor obligations under this section shall also extend to the cooperative's Confidential Information, defined to include Participating Addenda, as well as Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to Paragraph 33 of Exhibit A. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

41. Public Information.
This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

42. Cancellation.
Unless otherwise set forth in this Master Agreement, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate as set forth in Paragraph 44 of Exhibit A.

43. Force Majeure.
Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

44. Defaults and Remedies.

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

1. Nonperformance of contractual requirements; or

2. A material breach of this Master Agreement; or

3. Any certification, representation or warranty by Contractor in response to the RFP or in this Master Agreement that proves to be untrue or materially misleading; or

4. Institution of proceedings under any bankruptcy, insolvency, court-ordered reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

5. Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, except for material breach, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 30 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement. The Lead State may immediately terminate this Master Agreement upon material breach of the Master Agreement by Contractor.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

1. Exercise any remedy provided by law; and
2. Terminate this Master Agreement; and
3. Impose liquidated damages as provided in this Master Agreement; and
4. Suspend Contractor from being able to respond to future bid solicitations issued by the Lead State; and
5. Suspend Contractor's performance under this Master Agreement; and
6. Withhold payment until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code. Contractor may discontinue performance under a Purchase Order if the Purchasing Entity fails, after thirty (30) days written notice to the Purchasing Entity, to cure a failure to perform under the applicable Participating Addendum.

45. **Waiver of Breach.**
Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

46. **Notices.**
If one party is required to give notice to the other under the Master Agreement, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile or electronic transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the Lead State shall be addressed as follows:

Elizabeth Randa, Acquisition Management Specialist
112 Administration Bldg.
50 Sherburne Avenue
St. Paul, MN 55155
elizabeth.randa@state.mn.us

47. **No Waiver of Sovereign Immunity.**
In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

Exhibit B: Minnesota Terms and Conditions

1. Change Requests.

The Lead State reserves the right to request, during the term of the Master Agreement, changes to the products offered within the Band(s). Products introduced during the term of the Master Agreement shall go through a formal review process. The process for updating the products offered within a Band is outlined in Paragraph 2 of Exhibit B. The Contractor shall evaluate and recommend products for which agencies have an expressed need. The Lead State shall require the Contractor to provide a summary of its research of those products being recommended for inclusion in the Master Agreement as well as defining how adding the product will enhance the Master Agreement. The Lead State may request that products, other than those recommended, are added to the Master Agreement.

In the event that the Lead State desires to add new products and services that are not included in the original Master Agreement, the Lead State requires that independent manufacturers and resellers cooperate with the already established Contractor in order to meet the Lead State's requirements. Evidence of the need to add products or services should be demonstrated to the Lead State. The Master Agreement shall be modified via supplement or amendment. The Lead State will negotiate the inclusion of the products and services with the Contractor. No products or services will be added to the Master Agreement without the Lead State's prior approval.

2. Product and Service Schedule (PSS).

a. Creating the Product and Service Schedule (PSS). Contractor will use the attached sample PSS to create and maintain a complete listing of all products and services offered under the Master Agreement. The PSS must conform to the contracted minimum discounts. Contractor may create and maintain a separate PSS for a Participating Entity based on the requirements and restrictions of the Participating Entity.

Contractors are encouraged to provide remote learning bundles for K-12 Education. These bundles can be included in the response to the PSS.

b. Maintaining the PSS.

1. In General. Throughout the term of the Master Agreement, on a quarterly basis, Contractor may update the PSS to make model changes, add new products or services, or remove obsolete or discontinued products or services. Any updates to the PSS must conform to the Master Agreement requirements, including the scope of the Master Agreement and contracted minimum discounts.

2. Process. Contractor must provide notification to the Lead State of any changes to their PSS using the attached Action Request Form (ARF).

a) The Lead State does not need to approve Contractor's request to make model changes, add their own manufactured products, or remove discontinued or obsolete products or services, and Contractor does not need the Lead State's approval prior to posting an updated PSS.

b) The Lead State must approve Contractor's request to add new third party manufacturers to Contractor's PSS. If the proposed third-party manufacturer holds a NASPO Master Agreement for Computer Equipment, Contractor must obtain written authorization from that manufacturer. Contractor must have the Lead State's approval prior to posting the updated PSS.

c) Contractor must maintain a historic record of all past PSSs on their dedicated NASPO ValuePoint website.

d) Pursuant to the audit provisions of the Master Agreement, upon the request of NASPO ValuePoint, the Lead State, or a Participating Entity, Contractor must provide an historic version of any Baseline Price List.

3. **Purchase Orders.**
There will be no minimum order requirements or charges to process an individual purchase order. The Participating Addendum number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.). The Ordering Entity's purchase order constitutes a binding contract.

4. **Risk of Loss or Damage.**
The Purchasing Entity is relieved of all risks of loss or damage to the goods or equipment during periods of transportation, and installation by the Contractor and in the possession of the Contractor or their authorized agent.

5. **Payment Card Industry Data Security Standard and Cardholder Information Security.**
Contractor assures all of its Network Components, Applications, Servers, and Subcontractors (if any) comply with the Payment Card Industry Data Security Standard ("PCIDSS"). "Network Components" shall include, but are not limited to, Contractor's firewalls, switches, routers, wireless access points, network appliances, and other security appliances; "Applications" shall include, but are not limited to, all purchased and custom external (web) applications. "Servers" shall include, but are not limited to, all of Contractor's web, database, authentication, DNS, mail, proxy, and NTP servers. "Cardholder Data" shall mean any personally identifiable data associated with a cardholder, including, by way of example and without limitation, a cardholder's account number, expiration date, name, address, social security number, or telephone number.

Subcontractors (if any) must be responsible for the security of all Cardholder Data in its possession; and will only use Cardholder Data for assisting cardholders in completing a transaction, providing fraud control services, or for other uses specifically required by law. Contractor must have a business continuity program which conforms to PCIDSS to protect Cardholder Data in the event of a major disruption in its operations or in the event of any other disaster or system failure which may occur to operations; will continue to safeguard Cardholder Data in the event this Agreement terminates or expires; and ensure that a representative or agent of the payment card industry and a representative or agent of the Purchasing Entity shall be provided with full cooperation and access to conduct a thorough security review of Contractor's operations, systems, records, procedures, rules, and practices in the event of a security intrusion in order to validate compliance with PCIDSS.

6. **Foreign Outsourcing of Work.**
Upon request, the Contractor is required to provide information regarding the location of where services, data storage, and location of data processing under the Master Agreement will be performed.

7. **State Audits (Minn. Stat. § 16C.05, subd. 5).**
The books, records, documents, and accounting procedures and practices of the Contractor or other party, that are relevant to the Master Agreement or transaction are subject to examination by the contracting agency and either the Lead State's Legislative Auditor or State Auditor as appropriate for a minimum of six years after the end of the Master Agreement or transaction. The Lead State reserves the right to authorize delegate(s) to audit this Master Agreement and transactions.

8. **Certification of Nondiscrimination (in accordance with Minn. Stat. § 16C.053).**
If the value of this Contract, including all extensions, is $50,000 or more, Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the contractor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

9. **Human Rights/Affirmative Action.**
The Lead State requires affirmative action compliance by its Contractors in accordance with Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600.

a. Covered Contracts and Contractors. If the Contract exceeds $100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600.

b. Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400 5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and parts 5000.3552 5000.3559.

c. Disabled Workers. Minn. R. 5000.3550 provides the Contractor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

(a) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

(e) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. § 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

d. Consequences. The consequences of a Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by

the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of the Contract by the commissioner or the State.

e. Certification. The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance. It is agreed between the parties that Minn. Stat. 363.36 and Minn. R. 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600 are available upon request from the contracting agency.

10. **Equal Pay Certification.**
If required by Minn. Stat. §363A.44, the Contractor must have a current Equal Pay Certificate prior to Contract execution. If Contractor's Equal Pay Certificate expires during the term of this Contract, Contractor must promptly re-apply for an Equal Pay Certificate with the Minnesota Department of Human Rights and notify the State's Authorized Representative once the Contractor has received the renewed Equal Pay Certificate. If Contractor claims to be exempt, the Lead State may require Contractor to verify its exempt status.

11. **Americans with Disabilities Act (ADA).**
Products provided under the Master Agreement must comply with the requirements of the Americans with Disabilities Act (ADA). The Contractor's catalog and other marketing materials utilized to offer products under the Master Agreement must state when a product is not in compliance. If any descriptive marketing materials are silent as to these requirements, the Contractor agrees that the customer can assume the product meets or exceeds the ADA requirements.

12. **Nonvisual Access Standards.**
Pursuant to Minn. Stat. § 16C.145, the Contractor shall comply with the following nonvisual technology access standards:

a. That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;

b. That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;

c. That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and

d. That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

These standards do not require the installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

13. **Accessibility Standards.**
Contractor acknowledges and is fully aware that the Lead State (Executive branch state agencies) has developed IT Accessibility Standard effective September 1, 2010. The standard entails, in part, the Web Content Accessibility Guidelines (WCAG) and Section 508 which can be viewed at: https://mn.gov/mnit/government/policies/accessibility/.

The Standards apply to web sites, software applications, electronic reports and output documentation, training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), among others. As upgrades are made to the software, products, or subscriptions available through this Contract, the Contractor agrees to

develop functionality which supports accessibility. If any issues arise due to nonconformance with the above-mentioned accessibility Standards, the Contractor agrees to provide alternative solutions upon request at no additional charge to the State.

When updates or upgrades are made to the products or services available through this Contract, the Contractor agrees to document how the changes will impact or improve the product's or service's accessibility and usability. This documentation, upon request, must be provided to the Lead State in advance of the change, occurring within an agreed upon timeframe sufficient for the state to review the changes and either approve them or request a remediation plan from the Contractor. Contractor warrants that its Products comply with the above-mentioned accessibility Standards and agrees to indemnify, defend, and hold harmless the Lead State against any claims related to non-compliance of Contractor's Product with the above-mentioned accessibility Standards. If agreed-upon updates fail to improve the product or service's accessibility or usability as planned, the failure to comply with this requirement may be cause for contract cancellation or for the Lead State to consider the Contractor in default.

14. **Conflict Minerals.**
Contractor agrees to provide information upon request regarding adherence to the Conflict Minerals section of the Dodd-Frank Wall Street Reform and Consumer Protection Act (Section 1502).

See: http://beta.congress.gov/111/bills/hr4173/111hr4173enr.pdf#page=838
http://www.sec.gov/news/press/2012/2012-163.htm

15. **Hazardous Substances.**
To the extent that the goods to be supplied by the Contractor contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable state and federal laws and regulations, the Contractor must provide Material Safety Data Sheets regarding those substances. A copy must be included with each delivery.

16. **Copyrighted Material Waiver.**
The Lead State reserves the right to use, reproduce and publish proposals in any manner necessary for State agencies and local units of government to access the responses, including but not limited to photocopying, State Intranet/Internet postings, broadcast faxing, and direct mailing. In the event that the response contains copyrighted or trademarked materials, it is the responder's responsibility to obtain permission for the Lead State to reproduce and publish the information, regardless of whether the responder is the manufacturer or reseller of the products listed in the materials. By signing its response, the responder certifies that it has obtained all necessary approvals for the reproduction and distribution of the contents of its response and agrees to indemnify, protect, save and hold the Lead State, its representatives and employees harmless from any and all claims arising from the violation of this section and agrees to pay all legal fees incurred by the Lead State in the defense of any such action.

17. **Publicity.**
The Contractor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products or services that are the subject of the Master Agreement without the prior written consent of the State's Assistant Director or designee of Office of State Procurement. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

18. **Performance While Dispute is Pending.**
Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under the Master Agreement that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under the Master Agreement, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.

19. **Organizational Conflicts of Interest.**
An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:

a. the Contractor is unable or potentially unable to render impartial assistance or advice to the State;

b. the Contractor's objectivity in performing the work is or might be otherwise impaired; or

c. the Contractor has an unfair competitive advantage.

The Contractor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Lead State's Department of Administration's Office of State Procurement that shall include a description of the action the Contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the Lead State may, at its discretion, cancel the Master Agreement. In the event the Contractor was aware of an organizational conflict of interest prior to the award of the Master Agreement and did not disclose the conflict to the Master Agreement Administrator, the Lead State may terminate the Master Agreement for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract," "Contractor," "Master Agreement", "Master Agreement Administrator" and "Contract Administrator" modified appropriately to preserve the State's rights.

20. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

a. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions. Instructions for certification:

1. By signing and submitting this proposal, the prospective lower tier participant [responder] is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal [response] is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction [subcontract equal to or exceeding $25,000] with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of parties excluded from federal procurement and nonprocurement programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and debarment.

b. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

21. **Government Data Practices.**

The Contractor and the Lead State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the Lead State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the Lead State to the Contractor and all data provided to the Lead State by the Contractor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor in accordance with the Master Agreement that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

In the event the Contractor receives a request to release the data referred to in this article, the Contractor must immediately notify the Lead State. The Lead State will give the Contractor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contractor or the Lead State.

The Contractor agrees to indemnify, save, and hold the Lead State, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota

Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Master Agreement. In the event that the Contractor subcontracts any or all of the work to be performed under the Master Agreement, the Contractor shall retain responsibility under the terms of this article for such work.

22. **Survivability.**
Certain rights and duties of the Lead State and Contractor will survive the expiration or cancellation of the RFP and resulting Master Agreement. These rights and duties include but are not limited to paragraphs: Indemnification; Limitations of Liability; State Audits; Government Data Practices; Governing Law and Venue; Publicity; and Administrative Fees.

Software licenses, warranty, and service agreements that were entered into under the terms and conditions of the Master Agreement shall survive the expiration or termination of the Master Agreement.

23. **Severability.**
If any provision of the Master Agreement, including items incorporated by reference, is found to be illegal, unenforceable, or void, then both the Lead State and the Contractor shall be relieved of all obligations arising under such provisions. If the remainder of the Master Agreement is capable of performance it shall not be affected by such declaration or finding and shall be fully performed.

Exhibit C: Requirements

1. **Contractor Verification.**
Contractor must be a manufacturer of a Product in the Band(s) it is awarded a Master Agreement. "Re-branding" a product that is manufactured by another company does not meet this requirement. If the Contractor ceases production, sells or assigns their manufacturing to another vendor, or otherwise no longer manufactures a product during the life of the Master Agreement the Lead State reserves the right to terminate the Contractor's Master Agreement.

2. **Warranty and Maintenance.**
Contractor must ensure warranty service and maintenance for all products provided. The Contractor shall provide the warranty service and maintenance for all products on the Master Agreement.

For third party products sold by the Contract Vendor that are not Contractor-branded, the Contract Vendor sells the third party products with the manufacturer or publisher's standard warranty, license, and maintenance "as is". The Contract Vendor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.

3. **Website.**
Contractor must develop and maintain a URL to a web site specific to the awarded Master Agreement. Contractor's Master Agreement website must offer twenty-four (24) hours per day, seven (7) days per week availability, except for regularly scheduled maintenance times. The website must be separate from the Contractor's commercially available (i.e., public) on-line catalog and ordering systems. No other items or pricing may be shown on the website without written approval from the Lead State

a. Mandatory Specifications:

- Designated Baseline Price List(s) (e.g., MSRP, List, or Education)
- Product and Service Schedule (PSS)
- Product specifications, pricing, and configuration aids for the major product categories proposed that can be used to obtain an on-line quote,
- Service options and service agreements available on the contract. Please refer to Paragraph 5.
- Contact information for order placement, service concerns (warranty and maintenance), problem reporting, and billing concerns
- Sales representatives for participating entities
- Links to environmental certification, including but not limited to take-back/recycling programs, EPEAT, Energy Star, etc.

b. Desirable Specifications:

- Purchase order tracking
- Information on accessibility and accessible products
- Signed Master Agreement
- Online ordering capability with the ability to remember multiple ship to locations (if applicable to product)
- List of approved partners, if applicable

Within 30 calendar days of the notice of intent to award a Master Agreement, Contractor must provide a sample URL of the Master Agreement webpage to the Lead State for review and approval. The Lead State will review and determine acceptability of the website format and data. If the information is determined to be unacceptable or incorrect, the Contractor will have 15 calendar days to provide revisions to the Lead State. After the Lead State approves the website,

Contractor may not make material changes to the website without notifying the Lead State through the ARF process and receiving written approval of the changes.

4. Environmental Certifications.
Contractor must include environmental or supply chain responsibility certifications and registrations for products sold through this Contract on their website. Contractor must provide these certifications and registrations for specific products to Participating Entities upon request.

5. EPEAT Registration.
Contractor agrees that applicable products offered that have EPEAT Standards provided under the Master Agreement must have achieved a minimum EPEAT Bronze registration. This requirement does not apply to Band 3.

Contractor may propose the addition of a product that has not yet achieved a minimum EPEAT Bronze registration. The Lead State, in its sole discretion may require Contractor to provide the following documentation to support the addition of the proposed product:

- A letter from the Green Electronics Council (GEC) on GEC's letterhead confirming that the verification process is underway; or
- A copy of Contractor's GEC contract, Conformity Assurance Board (CAB) contract, and a letter from Contractor's CAB stating that the relevant product has been registered with the CAB and that verification is underway.

The Lead State reserves the right to reject the inclusion of such product, or if approved, require Contractor to remove the product at a later date if the product does not achieve a minimum EPEAT Bronze registration. The Contractor must remove any products that subsequently exit the verification process without achieving EPEAT Bronze or greater from the Master Agreement.

6. Third-Party Products.
Some products offered may be manufactured by a third party. Contractor, however, must provide or facilitate the warranty service and maintenance for all Third-Party Products on the Master Agreement either directly or pass-through from the manufacturer. Contractor may not offer products manufactured by another Contractor holding a Minnesota NASPO ValuePoint Master Agreement for Computer Equipment without approval from the Lead State.

Warranty for third-party products must be provided by the Contractor. Warranty documents for products manufactured by a third party are preferred to be delivered to the Participating Entity with the products. Contractor can only offer Third-Party Products in a Band they have been awarded. For third party products sold by the Contractor that are not Contractor-branded, the Contractor sells the third-party products with the manufacturer or publisher's standard warranty, license, and maintenance "as is". The Contractor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.

Third-Party Products are intended to enhance or supplement a Contractor's own product line, and are not intended to represent more than a third of Contractor's total sales under this Master Agreement. The Lead State may limit the sale of Third-Party Products through the Master Agreement during the life of the Master Agreement should Third-Party Product sales be determined to consistently exceed one third of the total sales under this Master Agreement. Such limitation may take the form of any action the Lead State so chooses, up to and including non-renewal or cancellation of the Master Agreement.

7. Partner Utilization.
If utilizing partners, the Contractor is responsible for the partners providing products and services, as well as warranty service and maintenance for equipment the partner provides. Participating Entities have the option of utilizing partners. Contractor must provide a Participating Entity a copy of its plan for partner utilization upon request. Contractor must make available a list of approved partners for each Participating Entity. Participating Entities must approve specific

Partners as outlined within the relevant Participating Addendum, and only partners approved by the Participating Entity may be deployed. The Participating Entity will define the process to add and remove partners in their Participating Addendum.

8. **2019 National Defense Authorization Act, Section 889(f)(3).**

Under the 2019 National Defense Authorization Act, Section 889(f)(3), the US military is prohibited from purchasing video surveillance and telecommunications equipment from certain Chinese-owned technology firms. While US state are not subject to this act, there is increasing concern for the security of state data. Contractor certifies for the term of this Master Agreement that it is not subject to laws, rules, or policies potentially requiring disclosure of, or provision of access to, customer data to foreign governments or entities controlled by foreign governments, and that Contractor's Products do not contain, include, or utilize components or services supplied by any entity subject to the same. Contractor also certifies that its Products do not contain, include, or utilize any covered technology prohibited under Section 889 of the National Defense Authorization Act, as amended.

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Exhibit D: Pricing Schedule

Attached and incorporated into this Master Agreement as Exhibit D is the Price Schedule.

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Exhibit D: Price Schedule

NASPO ValuePoint Computer Equipment (2023-2028)
CONTROL SET

Master Agreement: 23008
Contractor Name: Hewlett Packard Enterprise

Awarded Bands:

_____ Band 1: Personal Computing Devices (Windows)
_____ Band 2: Personal Computing Devices (Non-Windows)
x Band 3: Servers and Storage

Band	Category Code	Category Description	Discount off Baseline List
3	3B	Band 3 - Minimum Discount	14.0%
3	3B-1	Entry Level Tower Servers	14.0%
3	3B-2	Scaleable Datacenter Infrastructure	27.0%
3	3B-3	x86 Premium and Scale-Up Rack Servers	27.0%
3	3B-4	x86 Blades & Synergy	27.0%
3	3B-5	Entry Level Servers & Server Options	20.0%
3	3B-6	Converged Systems	27.0%
3	3B-7	Integrity Solutions	20.0%
3	3B-8	Superdome Servers	30.0%
3	3B-9	Blade Storage	20.0%
3	3B-10	Nimble Storage Arrays	35.0%
3	3B-11	3PAR Storage	35.0%
3	3B-12	Primera Storage	35.0%
3	3B-13	Rack & Power- Related Products	20.0%
3	3B-14	MSA Products	20.0%
3	3B-15	ProLiant SL45X & Apollo Options	20.0%
3	3B-16	MSL & VSL Tape Libraries, Autoloaders and Accessories	20.0%
3	3B-17	D2D StoreOnce, NAS, StoreVirtual and MSAs	20.0%
3	3B-18	Other Datacenter HW & SW	5.0%
3	3B-19	Operating Systems & HW Related Software	0.0%
3	3B-20	Renew/Refurbished Equipment & Spare Parts	0.0%
3	3B-21	Specials/Promotions	1.0%
3	3T	Band 3 - Third Party Product Minimum Discount	5.0%
3	3T-1	Third Party Hardware & Services	10.0%
3	3T-2	Third Party Software & Services	5.0%
	S-1	General Consulting & Custom SOW	7.0%
	S-2	Education & Training Services	16.0%
	S-3	Installation & Startup Services	20.0%
	S-4	Hardware Mainentance & Services (Excludes Nimble)	20.0%
	S-5	Software Maintenance & Services (Excludes Nimble)	20.0%
	S-6	Non-discountable Services	0.0%
	S-7	Nimble Hardware/Software Maintenance & Services	5.0%

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Exhibit D: Price Schedule

Discount Structure

Master Agreement: 23008
Contractor Name: Hewlett Packard Enterprise
Baseline Price List: Posted on Contractor's dedicated NASPO ValuePoint website

Band 3: Servers and Storage			
Band	**Category Code**	**Category Description**	**Discount off Baseline List**
3	**3B**	**Minimum Discount for Band**	**14.0%**
3	3B-1	Entry Level Tower Servers	14.0%
3	3B-2	Scaleable Datacenter Infrastructure	27.0%
3	3B-3	x86 Premium and Scale-Up Rack Servers	27.0%
3	3B-4	x86 Blades & Synergy	27.0%
3	3B-5	Entry Level Servers & Server Options	20.0%
3	3B-6	Converged Systems	27.0%
3	3B-7	Integrity Solutions	20.0%
3	3B-8	Superdome Servers	30.0%
3	3B-9	Blade Storage	20.0%
3	3B-10	Nimble Storage Arrays	35.0%
3	3B-11	3PAR Storage	35.0%
3	3B-12	Primera Storage	35.0%
3	3B-13	Rack & Power- Related Products	20.0%
3	3B-14	MSA Products	20.0%
3	3B-15	ProLiant SL45X & Apollo Options	20.0%
3	3B-16	MSL & VSL Tape Libraries, Autoloaders and Accessories	20.0%
3	3B-17	D2D StoreOnce, NAS, StoreVirtual and MSAs	20.0%
3	3B-18	Other Datacenter HW & SW	5.0%
3	3B-19	Operating Systems & HW Related Software	0.0%
3	3B-20	Renew/Refurbished Equipment & Spare Parts	0.0%
3	3B-21	Specials/Promotions	1.0%
3	**3T**	**Third Party Minimum Discount for Band**	**5.0%**
3	3T-1	Third Party Hardware & Services	10.0%
3	3T-2	Third Party Software & Services	5.0%

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Exhibit D: Price Schedule

Volume-Based Discounts

Master Agreement: 23008
Contractor Name: Hewlett Packard Enterprise

All Awarded Bands

1. Per Transaction Multiple Unit Discount(s)

Contractor provides a contractual volume discount program as follows based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Purchasing Entity, or multiple entities conducting a cooperative purchase.

HPE may offer multiple unit discounts on a project by project basis. Additional discount percentages to be calculated at time of purchase.

2. Cumulative Discount(s)

Contractor provides a cumulative volume discount as follows based on dollars resulting from the cumulative purchases by all purchases made by Purchasing Entities for the duration of the Master Agreement.

HPE will work directly with Purchasing Entities to offer cumulative discounts. These discounts may vary.

3. Other Discount(s)

Additional discount(s) available.

HPE offers additional discounts upon request for large project based purchases or bulk orders.

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Exhibit D: Price Schedule

Master Agreement: 23008
Contractor Name: Hewlett Packard Enterprise

Each Purchasing Entity will determine if and how services will be offered in the Participating Addendum.

Travel for Services will be negotiated with each Participating Entity in the Participating Addendum.

All Awarded Bands		
Category Code	**Description of Service**	**Percent Discount**
S-1	General Consulting & Custom SOW	7.0%
S-2	Education & Training Services	16.0%
S-3	Installation & Startup Services	20.0%
S-4	Hardware Mainentance & Services (Excludes Nimble)	20.0%
S-5	Software Maintenance & Services (Excludes Nimble)	20.0%
S-6	Non-discountable Services	0.0%
S-7	Nimble Hardware/Software Maintenance & Services	5.0%

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Exhibit D: Price Schedule

Master Agreement: 23008
Contractor Name: Hewlett Packard Enterprise

All Awarded Bands
Optional: Lease Rates
N/A

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Exhibit D: Price Schedule

Prompt Payment Discount

Master Agreement: 23008
Contractor Name: Hewlett Packard Enterprise

All Awarded Bands

		in 30
		in 15, Net 30
		in 10, Net 30
		Net 30
X	Other (specify):	Customers are eligible for prepayment discounts on maintenance renewal services, excluding maintenance for Nimble products

Exhibit E: Contractor Terms and Conditions

Attached as Exhibit E is [are] the following Contractor document(s):

- State and Local Government and Education Customer Return Policy; and
- Those policies at the following URLs:
  - https://www.hpe.com/us/en/about/end-user-agreement-terms.html
  - https://www.hpe.com/us/en/software/licensing.html

These Contractor terms and conditions are being provided for **informational purposes only**. They are intended to be negotiated by Contractor and a Participating Entity as part of a Participating Addendum, or by Contractor and a Purchasing Entity as part of an Order, and shall apply only as agreed to in writing by the parties. Unless such terms are expressly accepted in writing, terms in the following document(s) that derogate the application to a Purchasing Entity of a corresponding term in this Master Agreement or applicable Participating Addendum shall be deemed void.

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Hewlett Packard Enterprise

State and Local Government and Education Customer Return Policy

Coverage: These guidelines apply only to returns initiated by State and Local Government or Education customers purchasing HPE/Aruba branded product direct from Hewlett Packard Enterprise Company ("HPE") or a customer purchase under one of HPE's State and Local Government or Education direct contracts. A direct contract is defined as a contract by and between HPE and a State, Local or Education end user. This return policy does not apply to purchases by end user through HPE resellers under separate contract; loaners; early marketing units or employee purchases administered as internal HPE orders.

Products Not Eligible:

Customized Products: Products that are customized and not otherwise marketable by HPE (e.g., products specifically designed for a particular customer that cannot be sold to another customer).

Refurbished products: HPE branded product

Consumable products: Separately packaged HPE branded software cannot be returned to Hewlett Packard Enterprise.

Third Party Options: Where returns are otherwise governed by the original manufacturer - Note: The original manufacturer may provide their own warranties. The return guidelines should be confirmed with the customer support representative when requesting a Return Material Authorization ("RMA").

Product not purchased direct from HPE: Which means product purchased from another source, such as a reseller, distributor, etc., under a separate contract between end user and reseller.

RETURN OF PRODUCTS

Defective Product:

For product that is defective on arrival, it is recommended that customers call Technical Support at 1-844-806-3425 to determine if the product can be corrected. Or, the customer may utilize the 30 day goodwill return policy. Also the customer may contact the HPE North America Customer Care Team via email: VALOM-US-SLED@HPE.COM, to report product that was defective on arrival and obtain warranty service for HPE Product, or obtain contact information for warranty services provided by other manufacturers.

Carrier Related Loss or Damaged Shipments:

Customers should note damages or shortages on the Bill Of Lading at the time of delivery. Within a reasonable time or not later than 30 days from delivery, notify the HPE Customer Care Team and provide a copy of the Bill of Lading/Packing Slip.

Concealed damage(s) or shortage(s), where the box is in good condition but product is missing or damaged, is an exception and should be reported as soon as practicable after delivery in order for HPE to establish the claim with the carrier.

HPE is committed to customer satisfaction and values our relationship with State and Local Government and Education Customer. To show our commitment, HPE is providing a goodwill right to return, or exchange unused products within 30 days from receipt of the product. HPE does not charge a restocking or handling fee for product returned within 30 days. It's at HPE's sole discretion to accept return products after 30-days. If a product return is accepted after 30-days a restocking fee may apply.

Procedures for Returns:

The State or Local Government and Education Customer should contact the assigned Customer Service Representative (CSR) via email: VALAM-US-SLED@HPE.COM, to coordinate returns or replacements within 30 days from delivery of product. At that time a case number will be assigned to the request while HPE validates it and proceeds (24 -48 hours). Once a Return Material Authorization is approved, the Care Agent will submit an e-claim and an RMA number is assigned to it. This e-claim triggers a return label with HPE selected carrier (usually CEVA) and CEVA sends out a questionnaire to the customer that needs to be responded no later than 7 calendar days. Once the carrier receives the questionnaire, pick up should be scheduled for the returning material no later than 30 calendar days from the date of the request. The Customer Care Team Representative will assist the Customer on any other details or specifics regarding returns, credits and refunds.

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Hewlett Packard Enterprise

Hewlett Packard Enterprise reserves the right to refuse any return that does not meet the requirements stated below:

Package - Product must be returned in the original shipping packaging. In the event the packaging is not available or unusable, it must be noted when requesting an RMA.

If possible, remove all mailing labels on the outside of the box that references the customer address or simply mark out the mailing labels address with a marker. The customer will either receive a mailing label via email that should be attached to the return products and/or will be provided a label by the carrier. Be sure to mark your RMA number on the box.

If product for more than one RMA is being returned in the same box, make sure that all RMA numbers are listed on both the mailing label and packing list. If products are received at the Returns Center without valid RMA numbers on the mailing label, your credit may be delayed and proof of delivery or other supporting documentation may be required.

The RMA number(s) must appear clearly on the box, as returns will not be accepted without an RMA number.

Returns must be 100% complete, unused, in original and re-salable condition, with all original packaging, manuals, registration card(s), software, cabling and accessories. If, after the product has been returned and inspected, it is discovered that components are missing from the return, HPE reserves the right not to issue a credit for the return of the missing components. If it is determined that there are missing components when the product is returned, and the customer has received a credit, the customer may be issued an invoice for the missing component. Missing components may include but are not limited to keyboard, mouse, software, speakers, accessories, drives, memory, microprocessors, and processor boards.

RMA numbers that have been open for greater than thirty (30) days may be cancelled and the customer subsequently invoiced for the unreturned product. Another RMA can be requested as long as it is within the 30 days of receipt of the product. Please note that all returned products must be credited against the account and order from which the product was originally invoiced.

All products must be returned to the address provided by the HPE Customer Service Representative via email or by the carrier:

Hewlett Packard Enterprise Returns
c/o Alorica
423 New Sanford Road
Dock door 29
LaVergne, TN 37086
RMA XXXXXXXX