

**STATE OF NEBRASKA CONTRACT AMENDMENT**

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

PAGE 1 of 2	ORDER DATE 10/24/23
BUSINESS UNIT 9000	BUYER MATTHEW CADDY (AS)
VENDOR NUMBER: 2014421	
VENDOR ADDRESS:  NETAPP INC 495 E JAVA DR SUNNYVALE CA 94089-1125	

**CONTRACT NUMBER**  
**14265 OC**

THE CONTRACT PERIOD IS:

**NOVEMBER 01, 2023 THROUGH JANUARY 31, 2024**

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Originally awarded from NASPO ValuePoint Master Agreement Number MNWNC-121.

Supply and deliver Computer Equipment (Storage), Peripherals and Related Services, FOB Destination, to the State of Nebraska per the following Contract Information and attached Participating Addendum.

NetApp Inc. NASPO ValuePoint website: <https://www.netapp.com/how-to-buy/contracts/wsca/>

NetApp Inc. NASPO ValuePoint website will assist you with contact information, product and service information, product configuration, pricing, how to order, warranty support, etc.

The State Purchasing Bureau encourages agencies to contact the designated Inside Sales Representative/Account Representative to learn more about special promotions, and to obtain volume discount quotes.

The following configuration limits apply to this contract:

Storage: \$ 500,000

The dollar limits identified above are based on a SINGLE computer configuration. This is NOT a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 Storage devices for a total purchase price of \$750,000).

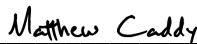


The Purchase Order must include the State of Nebraska NASPO ValuePoint Contract #14265 OC and the NetApp Inc. NASPO ValuePoint Master Agreement Number MNWNC-121.

Leasing is outside the scope of the NASPO ValuePoint Agreement and this contract.

Political Subdivisions are responsible for processing Purchase Orders directly with the contracted vendor.

(For the File: This RFP and Contract are bid and awarded by the State of Minnesota. All backup bids, etc., are retained by the State of Minnesota, Department of Administration, Materials Management Division.)

(For the File: The NASPO ValuePoint/ Micro Technologies Master Price Agreement contract period was effective on April 1, 2015. The NASPO ValuePoint/ Micro Technologies Participating Addendum became effective on October 7, 2015.)

DocuSigned by:  Matthew Caddy 10/24/2023 2D3462CD71A9444... BUYER	DS 	DocuSigned by:  Amara Block 10/27/2023 4CFF2711162A4A2... MATERIEL ADMINISTRATOR
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# STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau  
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 Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
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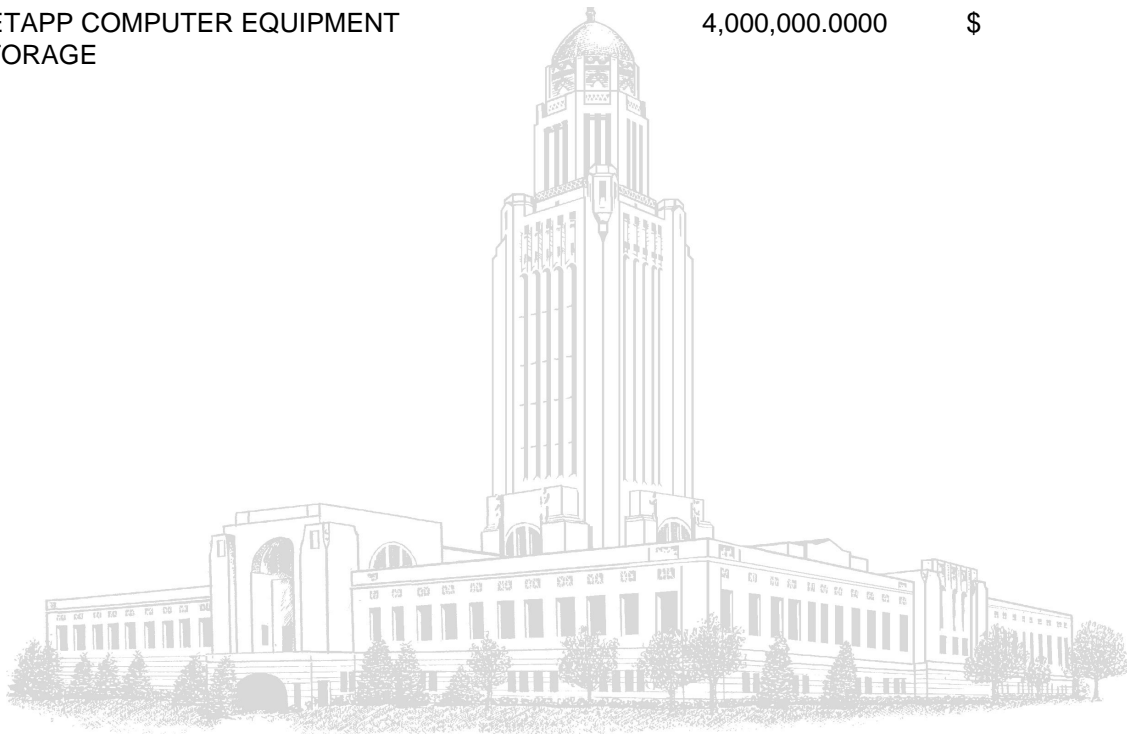
**CONTRACT NUMBER**  
**14265 OC**

PAGE 2 of 2	ORDER DATE 10/24/23
BUSINESS UNIT 9000	BUYER MATTHEW CADDY (AS)
VENDOR NUMBER: 2014421	

Vendor Contract: Harry Franks  
 Phone: 703-918-7317  
 Email: harry.franks@netapp.com

PARTICIPATING ADDENDUM AMENDMENT SEVEN AS ATTACHED. (djk 08/24/23)  
 PARTICIPATING ADDENDUM AMENDMENT EIGHT AS ATTACHED. (BT 10/24/23)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	NETAPP COMPUTER EQUIPMENT STORAGE	4,000,000.0000	\$	1.0000



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BUYER INITIALS

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

Master Agreement No: MNWNC-121  
NetApp, Inc.  
(hereinafter "Contractor")  
And  
State of Nebraska  
(hereinafter "Participating State/Entity")

Participating State Contract Number 14265 OC

**THIS AMENDMENT** is by and between the State of Nebraska ("Participating State/Entity"), and NetApp, Inc (Contractor).

**WHEREAS**, the Lead State has a Contract with the Contractor identified as No. MNWNC-121 to provide Computer Equipment, the State of Nebraska has entered into a Participating Addendum (PA) with the Contractor identified as 14265 OC.

**WHEREAS**, the terms of the Contract specifically state that the contract may be amended per agreement by both parties. The State of Nebraska wishes to continue to take advantage of existing contract.

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

1. Effective November 1, 2023 the contract period is extended from November 1, 2023 through January 31, 2024.

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: State of Nebraska	Contractor: NetApp, Inc.
By: <small>DocuSigned by:</small> <i>Amara Block</i> <small>4CFF2711162A4A2...</small>	By: <small>DocuSigned by:</small> <i>Max Long</i> <small>2813ED15455E419</small>
Name: Amara Block	Name: Max Long
Title: Materiel Administrator	Title: chief commercial officer
Date: 10/27/2023	Date: 10/26/2023

**AMENDMENT NO. 13 TO NASPO MASTER AGREEMENT NO. MNWNC-121**

**THIS AMENDMENT** is by and between the State of Minnesota, acting through its Commissioner of Administration (“State”), and NetApp, Inc., 3060 Olsen Drive, San Jose, CA 95128 (“Contractor” or “Contract Vendor”).

**WHEREAS**, the State has a Contract with the Contractor identified as NASPO Master Agreement No. MNWNC-121, April 1, 2015, through October 31, 2023 (“Contract”), to provide Computer Equipment, Peripherals & Related Services; and

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

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

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

1. That NASPO Master Agreement No. MNWNC-121 is extended through January 31, 2024, at the same pricing, terms, and conditions.

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

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

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

<p><b>1. NetApp, Inc.</b> The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.</p> <p>DocuSigned by: By: <u>Max Long</u> Signature: 28F3FD15455F419...</p> <p>Printed Name <u>Max Long</u></p> <p>Title: <u>Chief Commercial Officer</u></p> <p>Date: <u>10/11/2023</u></p> <p>By: _____ Signature</p> <p>Printed Name _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p><b>2. Office of State Procurement</b> In accordance with Minn. Stat. § 16C.03, subd. 3.</p> <p>DocuSigned by: By: <u>Elizabeth M. Randa</u> Signature: 742DE739C8ED492...</p> <p>Title: <u>Acquisition Management Specialist</u></p> <p>Date: <u>10/12/2023</u></p> <p><b>3. Commissioner of Administration</b> Or delegated representative.</p> <p>DocuSigned by: By: <u>Andy Doran</u> Signature: 68D02A26D7604BA...</p> <p>Date: <u>10/12/2023</u></p>
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**STATE OF NEBRASKA CONTRACT AMENDMENT**

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**14265 OC**

PAGE 1 of 2	ORDER DATE 08/24/23
BUSINESS UNIT 9000	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER: 2014421	
VENDOR ADDRESS:  NETAPP INC 495 E JAVA DR SUNNYVALE CA 94089-1125	

THE CONTRACT PERIOD IS:

**AUGUST 01, 2023 THROUGH OCTOBER 31, 2023**

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Originally awarded from NASPO ValuePoint Master Agreement Number MNWNC-121.

Supply and deliver Computer Equipment (Storage), Peripherals and Related Services, FOB Destination, to the State of Nebraska per the following Contract Information and attached Participating Addendum.

NetApp Inc. NASPO ValuePoint website: <https://www.netapp.com/how-to-buy/contracts/wsca/>

NetApp Inc. NASPO ValuePoint website will assist you with contact information, product and service information, product configuration, pricing, how to order, warranty support, etc.

The State Purchasing Bureau encourages agencies to contact the designated Inside Sales Representative/Account Representative to learn more about special promotions, and to obtain volume discount quotes.

The following configuration limits apply to this contract:  
Storage: \$ 500,000

The dollar limits identified above are based on a SINGLE computer configuration. This is NOT a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 Storage devices for a total purchase price of \$750,000).

The Purchase Order must include the State of Nebraska NASPO ValuePoint Contract #14265 OC and the NetApp Inc. NASPO ValuePoint Master Agreement Number MNWNC-121.

Leasing is outside the scope of the NASPO ValuePoint Agreement and this contract.

Political Subdivisions are responsible for processing Purchase Orders directly with the contracted vendor.

(For the File: This RFP and Contract are bid and awarded by the State of Minnesota. All backup bids, etc., are retained by the State of Minnesota, Department of Administration, Materials Management Division.)

(For the File: The NASPO ValuePoint/ Micro Technologies Master Price Agreement contract period was effective on April 1, 2015. The NASPO ValuePoint/ Micro Technologies Participating Addendum became effective on October 7, 2015.)

DocuSigned by:  
*Dianna Gilliland* 8/25/23  
F7A5A83D45DE438...

DS  
RT

8/28/2023

BUYER

DocuSigned by:  
*Amara Block* 9/22/2023  
4CFE2711182A4A2

MATERIEL ADMINISTRATOR

# STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau  
 1526 K Street, Suite 130  
 Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
 Fax: (402) 471-2089

**CONTRACT NUMBER**  
**14265 OC**

PAGE 2 of 2	ORDER DATE 08/24/23
BUSINESS UNIT 9000	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER: 2014421	

Vendor Contract: Harry Franks  
 Phone: 703-918-7317  
 Email: harry.franks@netapp.com

PARTICIPATING ADDENDUM AMENDMENT SEVEN AS ATTACHED. (djj 08/24/23)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	NETAPP COMPUTER EQUIPMENT STORAGE	4,000,000.0000	\$	1.0000



DS  
 DG

BUYER INITIALS

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

Master Agreement No: MNWNC-121  
NetApp, Inc.  
(hereinafter "Contractor")  
And  
State of Nebraska  
(hereinafter "Participating State/Entity")

Participating State Contract Number 14265 OC

**THIS AMENDMENT** is by and between the State of Nebraska ("Participating State/Entity"), and NetApp, Inc (Contractor).

**WHEREAS**, the Lead State has a Contract with the Contractor identified as No. MNWNC-121 to provide Computer Equipment, the State of Nebraska has entered into a Participating Addendum (PA) with the Contractor identified as 14265 OC.

**WHEREAS**, the terms of the Contract specifically state that the contract may be amended per agreement by both parties. The State of Nebraska wishes to continue to take advantage of existing contract.

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

1. Effective August 1, 2023 the contract period is extended from August 1, 2023 through October 31, 2023.

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: State of Nebraska	Contractor: NetApp, Inc.
By: <small>DocuSigned by:</small> <i>Amara Block</i>	By: <small>DocuSigned by:</small> <i>Max Long</i>
Name: Amara Block	Name: Max Long
Title: Materiel Administrator	Title: chief commercial officer
Date: 9/22/2023	Date: 9/22/2023

**AMENDMENT NO. 12 TO NASPO MASTER AGREEMENT NO. MNWNC-121**

**THIS AMENDMENT** is by and between the State of Minnesota, acting through its Commissioner of Administration (“State”), and NetApp, Inc., 3060 Olsen Drive, San Jose, CA 95128 (“Contractor” or “Contract Vendor”).

**WHEREAS**, the State has a Contract with the Contractor identified as NASPO Master Agreement No. MNWNC-121, April 1, 2015, through July 31, 2023 (“Contract”), to provide Computer Equipment, Peripherals & Related Services; and

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

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

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

1. That NASPO Master Agreement No. MNWNC-121 is extended through October 31, 2023, at the same terms, and conditions.
2. Exhibit B: Pricing Schedule is **DELETED** in its entirety and **REPLACED** with the attached Exhibit B: Pricing Schedule, updated June 10, 2023

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

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

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

<p><b>1. NetApp, Inc.</b> The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.</p> <p>DocuSigned by: By: <u>Max Long</u> Signature: <u>Max Long</u> 2873FD15455F419... Printed Name Title: <u>SVP North America</u> Date: <u>6/25/2023</u> By: _____ Signature Printed Name Title: _____ Date: _____</p>	<p><b>2. Office of State Procurement</b> In accordance with Minn. Stat. § 16C.03, subd. 3. DocuSigned by: By: <u>Elizabeth Randa</u> 742DE739C8ED492... Title: <u>Acquisition Management Specialist</u> Date: <u>7/24/2023</u></p> <p><b>3. Commissioner of Administration</b> Or delegated representative. DocuSigned by: By: <u>Andy Doran</u> 68D02A26D7604BA... Date: <u>7/24/2023</u></p>
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## EXHIBIT B: Pricing Schedule



COMPUTER EQUIPMENT  
2014-2020  
Updated 6/10/2023



## MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

1. BASELINE PRICE LIST: NETAPP NORTH AMERICAN PRICE LIST		TO BE POSTED ON WEBSITE
2. BAND DISCOUNTS		<b>CATEGORY</b>
		<b>MINIMUM DISCOUNT</b>
<b>BAND 5: STORAGE</b>		5B
		16.5%
<b>CATEGORY EXCEPTIONS:</b> Public Cloud Services and Related Offerings		5Y
		1%
IMPORTANT: The minimum discount is provided, refer to Contract Vendor's Website for any additional discounts and request a quote for bulk/volume discounts. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price). If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance.		
3. THIRD PARTY PRODUCTS - (APPLICABLE IN ALL BANDS)		5T
		16.5%
4. SERVICES		5S
		16.5%
<b>CATEGORY EXCEPTIONS:</b> Public Cloud Services and Related Offerings		5S-1
		1%
Services are at the option of Participating States. Participating Addendums by each State may address service agreement terms and related travel. States may negotiate additional services. NetApp hardware includes a three-year warranty, software warranty is 90 days. Customer may purchase warranty extension or augment the existing warranty.		
5. LEASING		
Participating Addendum may identify if and how leasing agreement terms will be conducted.		
6. ADDITIONAL DISCOUNTS – Request a quote for discounts on bulk/volume purchases.		
For one or more NASPO purchase orders received at one time with a North American list price over \$750,000.00, NetApp will provide an additional 10% discount to the NASPO end user customer for that order only.		

**STATE OF NEBRASKA CONTRACT AMENDMENT**

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**14265 OC**

PAGE 1 of 2	ORDER DATE 02/28/23
BUSINESS UNIT 9000	BUYER JOY FISCHER (AS)
VENDOR NUMBER: 2014421	
VENDOR ADDRESS:  NETAPP INC 495 E JAVA DR SUNNYVALE CA 94089-1125	

THE CONTRACT PERIOD IS:

**MARCH 01, 2023 THROUGH JULY 31, 2023**

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Originally awarded from NASPO ValuePoint Master Agreement Number MNWNC-121.

Supply and deliver Computer Equipment (Storage), Peripherals and Related Services, FOB Destination, to the State of Nebraska per the following Contract Information and attached Participating Addendum.

NetApp Inc. NASPO ValuePoint website: <https://www.netapp.com/how-to-buy/contracts/wsca/>

NetApp Inc. NASPO ValuePoint website will assist you with contact information, product and service information, product configuration, pricing, how to order, warranty support, etc.

The State Purchasing Bureau encourages agencies to contact the designated Inside Sales Representative/Account Representative to learn more about special promotions, and to obtain volume discount quotes.

The following configuration limits apply to this contract:

Storage: \$ 500,000

The dollar limits identified above are based on a SINGLE computer configuration. This is NOT a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 Storage devices for a total purchase price of \$750,000).

The Purchase Order must include the State of Nebraska NASPO ValuePoint Contract #14265 OC and the NetApp Inc. NASPO ValuePoint Master Agreement Number MNWNC-121.

Leasing is outside the scope of the NASPO ValuePoint Agreement and this contract.

Political Subdivisions are responsible for processing Purchase Orders directly with the contracted vendor.

(For the File: This RFP and Contract are bid and awarded by the State of Minnesota. All backup bids, etc., are retained by the State of Minnesota, Department of Administration, Materials Management Division.)

(For the File: The NASPO ValuePoint/ Micro Technologies Master Price Agreement contract period was effective on April 1, 2015. The NASPO ValuePoint/ Micro Technologies Participating Addendum became effective on October 7, 2015.)

DocuSigned by:

*Joy Fischer*

3/1/2023

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BUYER

DocuSigned by:

*Amara Block*

3/2/2023

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MATERIEL ADMINISTRATOR

# STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau  
 1526 K Street, Suite 130  
 Lincoln, Nebraska 68508

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 Fax: (402) 471-2089

**CONTRACT NUMBER**  
**14265 OC**

PAGE 2 of 2		ORDER DATE 02/28/23	
BUSINESS UNIT 9000		BUYER JOY FISCHER (AS)	
VENDOR NUMBER: 2014421			

Vendor Contract: Harry Franks  
 Phone: 703-918-7317  
 Email: harry.franks@netapp.com

PARTICIPATING ADDENDUM AMENDMENT SIX (6) AS ATTACHED. (BT 02/28/23)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	NETAPP COMPUTER EQUIPMENT STORAGE	4,000,000.0000	\$	1.0000



DS

BUYER INITIALS

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

Master Agreement No: MNWNC-121  
 NetApp, Inc.  
 (hereinafter "Contractor")  
 And  
 State of Nebraska  
 (hereinafter "Participating State/Entity")

Participating State Contract Number 14265 OC

**THIS AMENDMENT** is by and between the State of Nebraska ("Participating State/Entity"), and NetApp, Inc (Contractor).

**WHEREAS**, the Lead State has a Contract with the Contractor identified as No. MNWNC-121 to provide Computer Equipment, the State of Nebraska has entered into a Participating Addendum (PA) with the Contractor identified as 14265 OC.

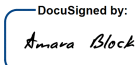

**WHEREAS**, the terms of the Contract specifically state that the contract may be amended per agreement by both parties. The State of Nebraska wishes to continue to take advantage of existing contract.

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

1. Effective March 1, 2023 the contract period is extended from March 1, 2023 through July 31, 2023.

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: State of Nebraska	Contractor: NetApp, Inc.
By:  <small>DocuSigned by: Amara Block ACFE2711162AAA2</small>	By:  <small>DocuSigned by: Max Long 2613FD13433F418...</small>
Name: Amara Block	Name: Max Long
Title: Materiel Administrator	Title: SVP North America
Date: 3/2/2023	Date: 2/22/2023

**AMENDMENT NO. 10 TO NASPO MASTER AGREEMENT NO. MNWNC-121**

**THIS AMENDMENT** is by and between the State of Minnesota, acting through its Commissioner of Administration (“State”), and NetApp, Inc., 3060 Olsen Drive, San Jose, CA 95128 (“Contractor” or “Contract Vendor”).

**WHEREAS**, the State has a Contract with the Contractor identified as NASPO Master Agreement No. MNWNC-121, April 1, 2015, through February 28, 2023 (“Contract”), to provide Computer Equipment, Peripherals & Related Services; and

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

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

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

1. That NASPO Master Agreement No. MNWNC-121 is extended through July 31, 2023, at the same prices, terms, and conditions.

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

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

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

<p><b>1. NetApp, Inc.</b> The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.</p> <p>DocuSigned by: By: <u>Max Long</u> Signature 28f3FD15455F419...</p> <p><u>Max Long</u> Printed Name</p> <p>Title: <u>SVP North America</u></p> <p>Date: <u>12/23/2022</u></p> <p>By: _____ Signature</p> <p>_____ Printed Name</p> <p>Title: _____</p> <p>Date: _____</p>	<p><b>2. Office of State Procurement</b> In accordance with Minn. Stat. § 16C.03, subd. 3.</p> <p>DocuSigned by: By: <u>Elizabeth M. Randa</u> 742DE739C8ED492...</p> <p>Title: <u>Acquisition Management Specialist</u></p> <p>Date: <u>1/3/2023</u></p> <p><b>3. Commissioner of Administration</b> Or delegated representative.</p> <p>DocuSigned by: By: <u>Andy Doran</u> 68D02A26D7604BA...</p> <p>Date: <u>1/3/2023</u></p>
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**STATE OF NEBRASKA CONTRACT AMENDMENT**

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**14265 OC**

PAGE 1 of 2	ORDER DATE 06/30/22
BUSINESS UNIT 9000	BUYER JOY FISCHER (AS)
VENDOR NUMBER: 2014421	
VENDOR ADDRESS:  NETAPP INC 495 E JAVA DR SUNNYVALE CA 94089-1125	

THE CONTRACT PERIOD IS:

**AUGUST 01, 2022 THROUGH FEBRUARY 28, 2023**

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Originally awarded from NASPO ValuePoint Master Agreement Number MNWNC-121.

Supply and deliver Computer Equipment (Storage), Peripherals and Related Services, FOB Destination, to the State of Nebraska per the following Contract Information and attached Participating Addendum.

NetApp Inc. NASPO ValuePoint website: <https://www.netapp.com/how-to-buy/contracts/wsca/>

NetApp Inc. NASPO ValuePoint website will assist you with contact information, product and service information, product configuration, pricing, how to order, warranty support, etc.

The State Purchasing Bureau encourages agencies to contact the designated Inside Sales Representative/Account Representative to learn more about special promotions, and to obtain volume discount quotes.

The following configuration limits apply to this contract:

Storage: \$ 500,000

The dollar limits identified above are based on a SINGLE computer configuration. This is NOT a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 Storage devices for a total purchase price of \$750,000).

The Purchase Order must include the State of Nebraska NASPO ValuePoint Contract #14265 OC and the NetApp Inc. NASPO ValuePoint Master Agreement Number MNWNC-121.

Leasing is outside the scope of the NASPO ValuePoint Agreement and this contract.

Political Subdivisions are responsible for processing Purchase Orders directly with the contracted vendor.

(For the File: This RFP and Contract are bid and awarded by the State of Minnesota. All backup bids, etc., are retained by the State of Minnesota, Department of Administration, Materials Management Division.)

(For the File: The NASPO ValuePoint/ Micro Technologies Master Price Agreement contract period was effective on April 1, 2015. The NASPO ValuePoint/ Micro Technologies Participating Addendum became effective on October 7, 2015.)

DocuSigned by:  
*Joy Fischer* 7/5/2022

DocuSigned by:  
*PK* 7/7/2022

DocuSigned by:  
*Amara Block* 7/8/2022

BUYER

MATERIEL ADMINISTRATOR

# STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau  
 1526 K Street, Suite 130  
 Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
 Fax: (402) 471-2089

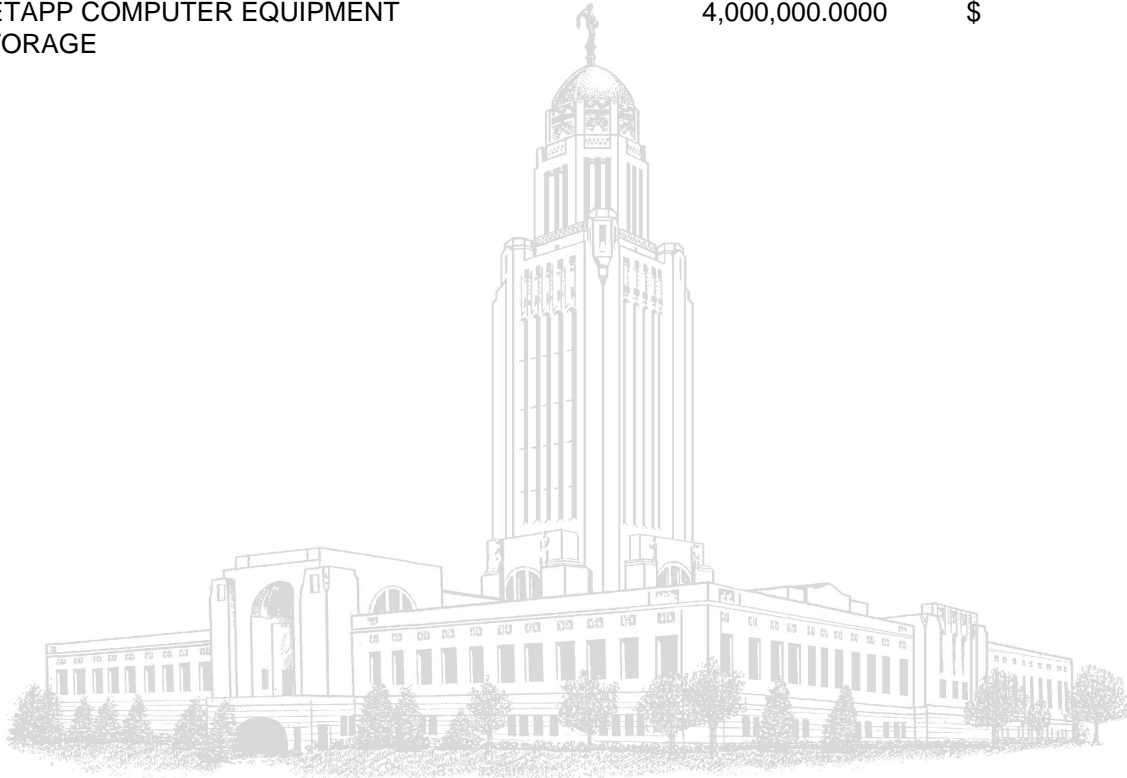
**CONTRACT NUMBER**  
**14265 OC**

PAGE 2 of 2	ORDER DATE 06/30/22
BUSINESS UNIT 9000	BUYER JOY FISCHER (AS)
VENDOR NUMBER: 2014421	

Vendor Contract: Harry Franks  
 Phone: 703-918-7317  
 Email: harry.franks@netapp.com

PARTICIPATING ADDENDUM AMENDMENT FIVE (5) AS ATTACHED. (6/30/22 sc)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	NETAPP COMPUTER EQUIPMENT STORAGE	4,000,000.0000	\$	1.0000



DS  
*JF*

BUYER INITIALS

**PARTICIPATING ADDENDUM  
Amendment Five  
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM  
Computer Equipment  
Administered by the State of Minnesota (hereinafter "Lead State")**

MASTER AGREEMENT  
Master Agreement No: MNWNC-121  
NetApp, Inc.  
(hereinafter "Contractor")  
And  
State of Nebraska  
(hereinafter "Participating State/Entity")

Participating State Contract Number 14265 OC

**THIS AMENDMENT** is by and between the State of Nebraska ("Participating State/Entity"), and NetApp, Inc (Contractor).

**WHEREAS**, the Lead State has a Contract with the Contractor identified as No. MNWNC-121 to provide Computer Equipment, the State of Nebraska has entered into a Participating Addendum (PA) with the Contractor identified as 14265 OC.

**WHEREAS**, the terms of the Contract specifically state that the contract may be amended per agreement by both parties. The State of Nebraska wishes to continue to take advantage of existing contract.

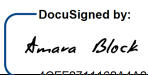
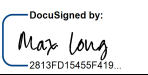
**NOW, THEREFORE**, it is agreed by the parties to amend the Contract as follows:

**CHANGES:** The purpose of this Amendment Five is as follows:

- a. Contract Period: Extended from August 1, 2022 through February 28, 2023.

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: State of Nebraska	Contractor: NetApp, Inc.
By: 	By: 
Name: Amara Block	Name: Max Long
Title: Materiel Administrator	Title: SVP North America
Date: 7/8/2022	Date: 6/10/2022



**AMENDMENT NO. 09 TO NASPO MASTER AGREEMENT NO. MNWNC-121**

**THIS AMENDMENT** is by and between the State of Minnesota, acting through its Commissioner of Administration (“State”), and NetApp, Inc., 3060 Olsen Drive, San Jose, CA 95128 (“Contractor” or “Contract Vendor”).

**WHEREAS**, the State has a Contract with the Contractor identified as NASPO Master Agreement No. MNWNC-121, April 15, 2015, through July 31, 2022 (“Contract”), to provide Computer Equipment, Peripherals & Related Services; and

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

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

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

- 1. That NASPO Master Agreement No. MNWNC-121 is extended through February 28, 2023, at the same prices, terms, and conditions.

This Amendment is effective beginning August 1, 2022, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

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

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

<p><b>1. NetApp, Inc.</b> The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.</p> <p>DocuSigned by: By: <u>Max Long</u> Signature: 2813FD15455F419... Max Long Printed Name</p> <p>Title: <u>SVP North America</u></p> <p>Date: <u>5/19/2022</u></p> <p>By: _____ Signature</p> <p>Printed Name</p> <p>Title: _____</p> <p>Date: _____</p>	<p><b>2. Office of State Procurement</b> In accordance with Minn. Stat. § 16C.03, subd. 3.</p> <p>DocuSigned by: By: <u>Elizabeth M. Randa</u> Signature: 742DE739C8ED492...</p> <p>Title: <u>Acquisition Management Specialist</u></p> <p>Date: <u>5/20/2022</u></p> <p><b>3. Commissioner of Administration</b> Or delegated representative.</p> <p>DocuSigned by: By: <u>Luke Jannett</u> Signature: 0266C0BD8EF44DE...</p> <p>Date: <u>5/20/2022</u></p>
---	--

**STATE OF NEBRASKA CONTRACT AMENDMENT**

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**14265 OC**

PAGE 1 of 2	ORDER DATE 06/22/21
BUSINESS UNIT 9000	BUYER JOY FISCHER (AS)
VENDOR NUMBER: 2014421	
VENDOR ADDRESS:  NETAPP INC 495 E JAVA DR SUNNYVALE CA 94089-1125	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

**AUGUST 01, 2021 THROUGH JULY 31, 2022**

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Originally awarded from NASPO ValuePoint Master Agreement Number MNWNC-121.

Supply and deliver Computer Equipment (Storage), Peripherals and Related Services, FOB Destination, to the State of Nebraska per the following Contract Information and attached Participating Addendum.

NetApp Inc. NASPO ValuePoint website: <https://www.netapp.com/how-to-buy/contracts/wsca/>

NetApp Inc. NASPO ValuePoint website will assist you with contact information, product and service information, product configuration, pricing, how to order, warranty support, etc.

The State Purchasing Bureau encourages agencies to contact the designated Inside Sales Representative/Account Representative to learn more about special promotions, and to obtain volume discount quotes.

The following configuration limits apply to this contract:

Storage: \$ 500,000

The dollar limits identified above are based on a SINGLE computer configuration. This is NOT a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 Storage devices for a total purchase price of \$750,000).

The Purchase Order must include the State of Nebraska NASPO ValuePoint Contract #14265 OC and the NetApp Inc. NASPO ValuePoint Master Agreement Number MNWNC-121.

Leasing is outside the scope of the NASPO ValuePoint Agreement and this contract.

Political Subdivisions are responsible for processing Purchase Orders directly with the contracted vendor.

(For the File: This RFP and Contract are bid and awarded by the State of Minnesota. All backup bids, etc., are retained by the State of Minnesota, Department of Administration, Materials Management Division.)

(For the File: The NASPO ValuePoint/ Micro Technologies Master Price Agreement contract period was effective on April 1, 2015. The NASPO ValuePoint/ Micro Technologies Participating Addendum became effective on October 7, 2015.)

Vendor Contract: Harry Franks

DocuSigned by:  
*Joy Fischer* 6/28/2021 6/29/2021  
DocuSigned by:  
8D62163E69CA4C2...  
*Amara B. B.* 6/30/2021  
BUYER  
MATERIALS ADMINISTRATOR

# STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau  
 1526 K Street, Suite 130  
 Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
 Fax: (402) 471-2089

**CONTRACT NUMBER**  
**14265 OC**

PAGE 2 of 2		ORDER DATE 06/22/21	
BUSINESS UNIT 9000		BUYER JOY FISCHER (AS)	
VENDOR NUMBER: 2014421			

Phone: 703-918-7317  
 Email: harry.franks@netapp.com

PARTICIPATING ADDENDUM AMENDMENT FOUR (4) AS ATTACHED. (6/22/21 sc)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	NETAPP COMPUTER EQUIPMENT STORAGE	4,000,000.0000	\$	1.0000



DS  
*JF*

BUYER INITIALS

**PARTICIPATING ADDENDUM  
Amendment Four  
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM  
Computer Equipment  
Administered by the State of Minnesota (hereinafter "Lead State")**

MASTER AGREEMENT  
Master Agreement No: MNWNC-121  
NetApp, Inc.  
(hereinafter "Contractor")  
And  
State of Nebraska  
(hereinafter "Participating State/Entity")

Participating State Contract Number 14265 OC

**THIS AMENDMENT** is by and between the State of Nebraska ("Participating State/Entity"), and NetApp, Inc (Contractor).

**WHEREAS**, the Lead State has a Contract with the Contractor identified as No. MNWNC-121 to provide Computer Equipment, the State of Nebraska has entered into a Participating Addendum (PA) with the Contractor identified as 14265 OC.

**WHEREAS**, the terms of the Contract specifically state that the contract may be amended per agreement by both parties. The State of Nebraska wishes to continue to take advantage of existing contract.

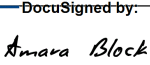

**NOW, THEREFORE**, it is agreed by the parties to amend the Contract as follows:

**CHANGES:** The purpose of this Amendment Four is as follows:

- a. Contract Period: Extended from August 1, 2021 through July 31, 2022.

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: State of Nebraska	Contractor: NetApp, Inc.
By:  DocuSigned by: Amara Block	By:  Richard Scurfield (Jun 17, 2021 11:39 EDT)
Name: Amara Block	Name: Richard Scurfield
Title: Acting Materiel Administrator	Title: SVP
Date: 6/30/2021	Date: Jun 17, 2021

**AMENDMENT NO. 7 TO NASPO MASTER AGREEMENT NO. MNWNC-121**

**THIS AMENDMENT** is by and between the State of Minnesota, acting through its Commissioner of Administration ("State"), and NetApp, Inc., 1395 Crossman Ave, Sunnyvale CA 94089 ("Contractor" or "Contract Vendor").

**WHEREAS**, the State has a Contract with the Contractor identified as NASPO Master Agreement No. MNWNC-121, April 15, 2015, through July 31, 2021 ("Contract"), to provide Computer Equipment, Peripherals & Related Services; and

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

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

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

- 1. That NASPO Master Agreement No. MNWNC-121 is extended through July 31, 2022, at the same prices, terms, and conditions.

This Amendment is effective beginning August 1, 2021, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

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

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

<p><b>1. NetApp, Inc.</b> The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.</p> <p>DocuSigned by: By: <u>Richard J Scurfield</u> Signature ID: 75A4D2B1F48A...</p> <p><u>Richard J Scurfield</u> Printed Name</p> <p>Title: <u>SVP, Global Accounts</u></p> <p>Date: <u>5/10/2021</u></p> <p>By: _____ Signature</p> <p>_____ Printed Name</p> <p>Title: _____</p> <p>Date: _____</p>	<p><b>2. Office of State Procurement</b> In accordance with Minn. Stat. § 16C.03, subd. 3.</p> <p>DocuSigned by: By: <u>Elizabeth Randa</u> Signature ID: 742DE739C8ED492...</p> <p>Title: <u>Acquisition Management Specialist</u></p> <p>Date: <u>5/10/2021</u></p> <p><b>3. Commissioner of Administration</b> Or delegated representative.</p> <p>DocuSigned by: By: <u>Andy Doran</u> Signature ID: 88D02A26D7604BA...</p> <p>Date: <u>5/10/2021</u></p>
--	---

# STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**14265 OC**

PAGE 1 of 2	ORDER DATE 03/16/20
BUSINESS UNIT 9000	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 2014421	
VENDOR ADDRESS:  NETAPP INC 495 E JAVA DR SUNNYVALE CA 94089-1125	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

**APRIL 01, 2020 THROUGH JULY 31, 2021**

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Originally awarded from NASPO Value Point Contract MNWNC-121

Supply and deliver Computer Equipment (Storage), Peripherals and Related Services, FOB Destination, to the State of Nebraska per the following Contract Information and attached Participating Addendum.

NetApp Inc. NASPO ValuePoint website: <<https://www.netapp.com/us/how-to-buy/wsca/nebraska-MNWNC121.aspx>>

NetApp Inc. NASPO ValuePoint website will assist you with contact information, product and service information, product configuration, pricing, how to order, warranty support, etc.

The State Purchasing Bureau encourages agencies to contact the designated Inside Sales Representative/Account Representative to learn more about special promotions, and to obtain volume discount quotes.

The following configuration limits apply to this contract:

Storage: \$500,000

The dollar limits identified above are based on a SINGLE computer configuration. This is NOT a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 Storage devices for a total purchase price of \$750,000).

The Purchase Order must include the State of Nebraska NASPO ValuePoint Contract #14265 OC and the NetApp, Inc. NASPO ValuePoint Master Agreement Number MNWNC-121.

Leasing is outside the scope of the NASPO ValuePoint Agreement and this contract.

Political Subdivisions are responsible for processing Purchase Orders directly with the contracted vendor.

(For the File: This RFP and Contract are bid and awarded by the State of Minnesota. All backup bids, etc., are retained by the State of Minnesota, Department of Administration, Materials Management Division.)

(For the File: The NASPO ValuePoint /NetApp, Inc. Master Price Agreement contract period was effective on April 1, 2015. The NASPO ValuePoint/NetApp Inc. Participating Addendum became effective on October 7, 2015.)

Vendor Contact: Harry Franks  
Phone: 703-918-7317  
Email: [harry.franks@netapp.com](mailto:harry.franks@netapp.com)

This is the second renewal of the Participating Addendum as amended (mel 03/16/20)

3/17/20  
Nancy Storant  
BUYER  
3/18/2020  
MATERIEL ADMINISTRATOR



# STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**14265 OC**

PAGE 2 of 2		ORDER DATE 03/16/20	
BUSINESS UNIT 9000		BUYER NANCY STORANT (AS)	
VENDOR NUMBER: 2014421			

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	NETAPP COMPUTER EQUIPMENT STORAGE	4,000,000.0000	\$	1.0000



BUYER INITIALS

**PARTICIPATING ADDENDUM**  
**Amendment Three**  
**NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM**  
**Computer Equipment**  
**Administered by the State of Minnesota (hereinafter "Lead State")**

MASTER AGREEMENT  
Master Agreement No: MNWNC-121  
NetApp, Inc.  
(hereinafter "Contractor")  
And  
State of Nebraska  
(hereinafter "Participating State/Entity")

Participating State Contract Number 14265 OC

Page 1 of 2

**THIS AMENDMENT** is by and between the State of Nebraska ("Participating State/Entity"), and NetApp, Inc (Contractor).

**WHEREAS**, the Lead State has a Contract with the Contractor identified as No. MNWNC-121 to provide Computer Equipment, the State of Nebraska has entered into a Participating Addendum (PA) with the Contractor identified as 14265 OC.

**WHEREAS**, the terms of the Contract specifically state that the contract may be amended per agreement by both parties. The State of Nebraska wishes to continue to take advantage of existing contract.

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

Effective April 1, 2020

1. **CHANGES**: The purpose of this Amendment Three is as follows:

- a. Contract Period: Extended from April 1, 2020 through July 31, 2021

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.





**PARTICIPATING ADDENDUM  
 Amendment Three  
 NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM  
 Computer Equipment  
 Administered by the State of Minnesota (hereinafter "Lead State")**

MASTER AGREEMENT  
 Master Agreement No: MNWNC-121  
 NetApp, Inc.  
 (hereinafter "Contractor")  
 And  
 State of Nebraska  
 (hereinafter "Participating State/Entity")

Participating State Contract Number 14265 OC

Page 2 of 2

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: State of Nebraska	Contractor: NetApp, Inc.
By: 	By:  <small>richard scurfield (Mar 19, 2020)</small>
Name: Doug Carlson	Name: richard scurfield
Title: Materiel Administrator	Title: SVP, Globals and USPS
Date: 3/18/2020	Date: Mar 19, 2020

# STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**14265 OC**

PAGE 1 of 2	ORDER DATE 03/22/17
BUSINESS UNIT 9000	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 2014421	
VENDOR ADDRESS:  NETAPP INC 495 E JAVA DR SUNNYVALE CA 94089-1125	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

**APRIL 01, 2017 THROUGH MARCH 31, 2020**

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Originally awarded from NASPO Value Point Contract MNWNC-121

Supply and deliver Computer Equipment (Storage), Peripherals and Related Services, FOB Destination, to the State of Nebraska per the following Contract Information and attached Participating Addendum.

NetApp Inc. NASPO ValuePoint website: <<https://www.netapp.com/us/how-to-buy/wsca/nebraska-MNWNC121.aspx>>

NetApp Inc. NASPO ValuePoint website will assist you with contact information, product and service information, product configuration, pricing, how to order, warranty support, etc.

The State Purchasing Bureau encourages agencies to contact the designated Inside Sales Representative/Account Representative to learn more about special promotions, and to obtain volume discount quotes.

The following configuration limits apply to this contract:

Storage: \$500,000

The dollar limits identified above are based on a SINGLE computer configuration. This is NOT a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 Storage devices for a total purchase price of \$750,000).

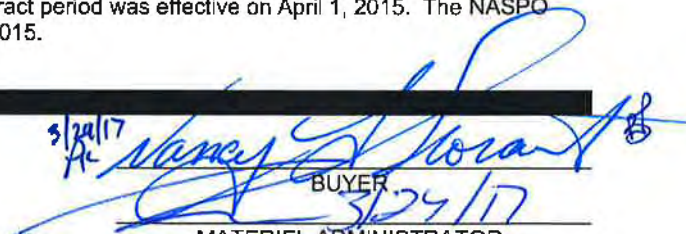
The Purchase Order must include the State of Nebraska NASPO ValuePoint Contract #14265 OC and the NetApp, Inc. NASPO ValuePoint Master Agreement Number MNWNC-121.

Leasing is outside the scope of the NASPO ValuePoint Agreement and this contract.

Political Subdivisions are responsible for processing Purchase Orders directly with the contracted vendor.

(For the File: This RFP and Contract are bid and awarded by the State of Minnesota. All backup bids, etc., are retained by the State of Minnesota, Department of Administration, Materials Management Division.)

(For the File: The NASPO ValuePoint /NetApp, Inc. Master Price Agreement contract period was effective on April 1, 2015. The NASPO ValuePoint/NetApp Inc. Participating Addendum became effective on October 7, 2015.)

3/24/17  
AC  
  
BUYER  
3/29/17  
MATERIEL ADMINISTRATOR

# STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**14265 OC**

PAGE 2 of 2		ORDER DATE 03/22/17	
BUSINESS UNIT 9000		BUYER NANCY STORANT (AS)	
VENDOR NUMBER: 2014421			

Vendor Contact: Harry Franks  
Phone: 703-918-7317  
Email: harry.franks@netapp.com

THIS IS THE FIRST RENEWAL OF THE CONTRACT AS AMENDED (ss 3/22/17)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	NETAPP COMPUTER EQUIPMENT STORAGE	4,000,000.0000	\$	1.0000



A handwritten signature in blue ink, appearing to be 'Nancy Storant', is written over the 'BUYER INITIALS' text.

BUYER INITIALS

**PARTICIPATING ADDENDUM**  
**Amendment Two**  
**NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM**  
**Computer Equipment**  
**Administered by the State of Minnesota (hereinafter "Lead State")**

MASTER AGREEMENT  
Master Agreement No: MNWNC-121  
NetApp, Inc.  
(hereinafter "Contractor")  
And  
State of Nebraska  
(hereinafter "Participating State/Entity")

Participating State Contract Number 14265 OC

Page 1 of 2

**THIS AMENDMENT** is by and between the State of Nebraska ("Participating State/Entity"), and NetApp, Inc (Contractor).

**WHEREAS**, the Lead State has a Contract with the Contractor identified as No. MNWNC-121 to provide Computer Equipment, the State of Nebraska has entered into a Participating Addendum (PA) with the Contractor identified as 14265 OC.

**WHEREAS**, the terms of the Contract specifically state that the contract may be amended per agreement by both parties. The State of Nebraska wishes to continue to take advantage of existing contract.

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

Effective April 1, 2017

1. **CHANGES**: The purpose of this Amendment One is as follows:

- a. Contract Period: Extended from April 1, 2017 through March 31, 2020
- b. Delete Section ss in its entirety and Replace with the following:

**ADMINISTRATIVE FEE/REBATE REMITTANCE LOCATION**

All Administrative Fees/Rebates will be sent to the following address:

State Purchasing Bureau  
c/o Central Finance, Administrative Services  
1526 K Street, Suite 240  
Lincoln, NE 68508

**PARTICIPATING ADDENDUM**  
**Amendment Two**  
**NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM**  
**Computer Equipment**  
**Administered by the State of Minnesota (hereinafter "Lead State")**

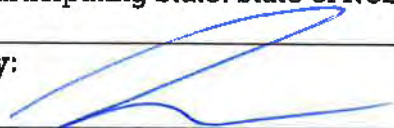
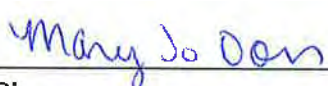
MASTER AGREEMENT  
Master Agreement No: MNWNC-121  
NetApp, Inc.  
(hereinafter "Contractor")  
And  
State of Nebraska  
(hereinafter "Participating State/Entity")

Participating State Contract Number 14265 OC

Page 2 of 2

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: State of Nebraska	Contractor: NetApp, Inc.
By: 	By: 
Name: Bo Botelho	Name: Mary Jo Dorv
Title: Materiel Administrator	Title: USPS Controller
Date: 3/29/17	Date: 3/13/17

# STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**14265 OC**

PAGE 1 of 2	ORDER DATE 02/16/17
BUSINESS UNIT 9000	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 2014421	
VENDOR ADDRESS:  NETAPP INC 495 E JAVA DR SUNNYVALE CA 94089-1125	

THE CONTRACT PERIOD IS:

**OCTOBER 07, 2015 THROUGH MARCH 31, 2017**

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Originally awarded from NASPO Value Point Contract MNWNC-121

Supply and deliver Computer Equipment (Storage), Peripherals and Related Services, FOB Destination, to the State of Nebraska per the following Contract Information and attached Participating Addendum.

NetApp Inc. NASPO ValuePoint website: <<https://www.netapp.com/us/how-to-buy/wsca/nebraska-MNWNC121.aspx>>

NetApp Inc. NASPO ValuePoint website will assist you with contact information, product and service information, product configuration, pricing, how to order, warranty support, etc.

The State Purchasing Bureau encourages agencies to contact the designated Inside Sales Representative/Account Representative to learn more about special promotions, and to obtain volume discount quotes.

The following configuration limits apply to this contract:

Storage: \$500,000

The dollar limits identified above are based on a SINGLE computer configuration. This is NOT a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 Storage devices for a total purchase price of \$750,000).

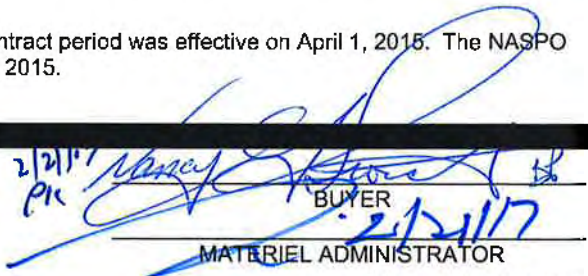
The Purchase Order must include the State of Nebraska NASPO ValuePoint Contract #14265 OC and the NetApp, Inc. NASPO ValuePoint Master Agreement Number MNWNC-121.

Leasing is outside the scope of the NASPO ValuePoint Agreement and this contract.

Political Subdivisions are responsible for processing Purchase Orders directly with the contracted vendor.

(For the File: This RFP and Contract are bid and awarded by the State of Minnesota. All backup bids, etc., are retained by the State of Minnesota, Department of Administration, Materials Management Division.)

(For the File: The NASPO ValuePoint /NetApp, Inc. Master Price Agreement contract period was effective on April 1, 2015. The NASPO ValuePoint/NetApp Inc. Participating Addendum became effective on October 7, 2015.

2/21/17  
PK  
  
BUYER  
MATERIEL ADMINISTRATOR

# STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau  
 1526 K Street, Suite 130  
 Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
 Fax: (402) 471-2089

**CONTRACT NUMBER**  
**14265 OC**

PAGE 2 of 2		ORDER DATE 02/16/17	
BUSINESS UNIT 9000		BUYER NANCY STORANT (AS)	
VENDOR NUMBER: 2014421			

Vendor Contact: Harry Franks  
 Phone: 703-918-7317  
 Email: harry.franks@netapp.com

(djo 10/06/15)

AMENDMENT ONE AS ATTACHED (ss 2/16/17)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	NETAPP COMPUTER EQUIPMENT STORAGE	4,000,000.0000	\$	1.0000



  
 BUYER INITIALS

**AMENDMENT ONE  
PARTICIPATING ADDENDUM  
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM  
Computer Equipment  
Administered by the State of Minnesota (hereinafter "Lead State")**

**MASTER AGREEMENT  
Master Agreement No: MNWNC-121  
NetApp, Inc.  
(hereinafter "Contractor")  
And  
State of Nebraska  
(hereinafter "Participating State/Entity")**

Participating State Contract Number 14265 OC

Page 1 of 2

THIS AMENDMENT is by and between the Participating State and Contractor.

WHEREAS, the State of Nebraska (hereinafter "Participating State") and NetApp, Inc. (hereinafter "Contractor") have entered into a Participating Addendum under the terms and conditions of the NASPO ValuePoint Cooperative Purchasing Program for Computer Equipment; and

WHEREAS, the terms of the Contract specifically state that the contract may be amended per agreement by both parties.

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


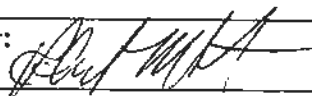
1. Changes:
  - a. Contractor's primary contacts in Section 5 shall be replaced in its entirety by the following:

Name	Harry Franks
Address	1921 Gallows Road, Suite 600, Vienna, VA 22182
Telephone	703-918-7317
Fax	703-918-7200
E-mail	Harry.Franks@netapp.com

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum shall not be added to or incorporated into this Addendum by any subsequent purchase order or otherwise and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.



IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by the State below.

Participating State: Nebraska	Contractor: NetApp, Inc.
By: 	By: 
Name: Bo Botelho	Name: Robert Stein
Title: Materiel Administrator	Title: V.P. Sales
Date: 2/21/17	Date: 02/06/17

# STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, NE 68508  
Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**14265 OC**

PAGE 1 of 2	ORDER DATE 10/06/15
BUSINESS UNIT 9000	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 2014421	
VENDOR ADDRESS:  NETAPP INC 495 E JAVA DR SUNNYVALE CA 94089-1125	

AN AWARD HAS BEEN MADE TO THE VENDOR NAMED ABOVE FOR THE FURNISHING OF EQUIPMENT, MATERIAL, OR SUPPLIES AS LISTED BELOW FOR THE PERIOD:

**OCTOBER 07, 2015 THROUGH MARCH 31, 2017**

NO ACTION ON THE PART OF THE VENDOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE EQUIPMENT OR SUPPLIES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE EQUIPMENT OR SUPPLIES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR ITEMS FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR AND THE STATE OF NEBRASKA.

Originally awarded from NASPO Value Point Contract MNWNC-121

Supply and deliver Computer Equipment (Storage), Peripherals and Related Services, FOB Destination, to the State of Nebraska per the following Contract Information and attached Participating Addendum.

NetApp Inc. NASPO ValuePoint website: <<https://www.netapp.com/us/how-to-buy/wsca/nebraska-MNWNC121.aspx>>

NetApp Inc. NASPO ValuePoint website will assist you with contact information, product and service information, product configuration, pricing, how to order, warranty support, etc.

The State Purchasing Bureau encourages agencies to contact the designated Inside Sales Representative/Account Representative to learn more about special promotions, and to obtain volume discount quotes.

The following configuration limits apply to this contract:

Storage: \$500,000

The dollar limits identified above are based on a SINGLE computer configuration. This is NOT a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 Storage devices for a total purchase price of \$750,000).

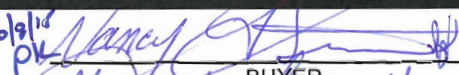
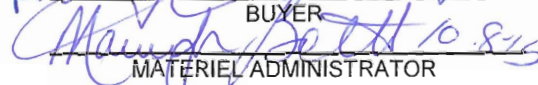
The Purchase Order must include the State of Nebraska NASPO ValuePoint Contract #14265 OC and the NetApp, Inc. NASPO ValuePoint Master Agreement Number MNWNC-121.

Leasing is outside the scope of the NASPO ValuePoint Agreement and this contract.

Political Subdivisions are responsible for processing Purchase Orders directly with the contracted vendor.

(For the File: This RFP and Contract are bid and awarded by the State of Minnesota. All backup bids, etc., are retained by the State of Minnesota, Department of Administration, Materials Management Division.)

(For the File: The NASPO ValuePoint /NetApp, Inc. Master Price Agreement contract period was effective on April 1, 2015.)

10/6/15  
pk  
  
BUYER  
  
MATERIAL ADMINISTRATOR

# STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, NE 68508  
Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**14265 OC**

PAGE 2 of 2	ORDER DATE 10/06/15
BUSINESS UNIT 9000	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 2014421	

The NASPO ValuePoint/NetApp Inc. Participating Addendum became effective on October 7, 2015.

Vendor Contact: Denise Orosco  
Phone: 530-644-1467  
Email: denise.orosco@netapp.com

(djo 10/06/15)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	NETAPP COMPUTER EQUIPMENT STORAGE	2,000,000.0000	\$	1.0000

  
BUYER INITIALS

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

**MASTER AGREEMENT**

Master Agreement No: MNWNC-121

NetApp, Inc.

(hereinafter "Contractor")

And

State of Nebraska

(hereinafter "Participating State/Entity")

Participating State Contract Number 14265 OC

1. Scope: This addendum covers the NASPO ValuePoint Computer Equipment contracts led by the State of Minnesota along with a multi-state sourcing team for use by state agencies and other entities located in the Participating State/Entity that is authorized by that state's statutes to utilize state /entity contracts, and which receives prior written approval of the state's chief procurement official.

The original solicitation contains the requirements and definitions establishing the following Product Bands allowed on the Master Agreement. The Master Agreement identifies the bands awarded to the Contract Vendor. The configuration limits and restrictions for the Master Agreement are provided with revisions identified by the Participating State in this Participating Addendum.

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state/entity contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Order of Precedence:

1. A Participating Entity's Participating Addendum ("PA"); A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Minnesota NASPO ValuePoint Master Agreement
2. Minnesota NASPO ValuePoint Master Agreement (includes negotiated Terms & Conditions)
3. The Solicitation including all Addendums; and
4. Contract Vendor's response to the Solicitation

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. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the

Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

**4. Participating State Modifications or Additions to Master Agreement:**

- a. **CONTRACT PERIOD:** October 7, 2015 through March 31, 2017 with the option to extend the contract up to 36 months upon agreement by both parties.
- b. **COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION**  
The contractor shall comply with all applicable local, State and Federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this contract.
- c. **PERMITS, REGULATIONS, LAWS**  
The contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the contract. The contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders and regulations.
- d. **OWNERSHIP OF INFORMATION AND DATA**  
See Master Agreement, Exhibit A, Terms and Conditions, Section B30.
- e. **INDEPENDENT CONTRACTOR**  
It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The contractor's employees and other persons engaged in work or services required by the contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the contractor, its officers or its agents) shall in no way be the responsibility of the State. The contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay or retirement benefits.

f. **CONTRACTOR RESPONSIBILITY**

The contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the contract. The contractor shall be the sole point of contact regarding all contractual matters.

If the contractor intends to utilize any subcontractors' services, the subcontractors' level of effort, tasks and time allocation must be clearly defined in the contract. The contractor shall agree that it will not utilize any subcontractors not specifically included in this contract, in the performance of the contract, without the prior written authorization of the State. Note, per this agreement contractor is authorized to utilize subcontractors for delivery of installations and services. Following execution of the contract, the contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

g. **CONTRACTOR PERSONNEL**

The contractor warrants that all persons assigned to the project shall be employees of the contractor or specified subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the contractor to fulfill the terms of the contract shall remain under the sole direction and control of the contractor. The contractor shall include a similar provision in any contract with any subcontractor selected to perform work on the project.

Personnel commitments made in the contract shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The State reserves the right to require the contractor to reassign or remove from the project any contractor or subcontractor employee for cause.

In respect to its employees, the contractor agrees to be responsible for the following:

- 1) any and all employment taxes and/or other payroll withholding;
- 2) any and all vehicles used by the contractor's employees, including all insurance required by state law;
- 3) damages incurred by contractor's employees within the scope of their duties under the contract;
- 4) maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
- 5) determining the hours to be worked and the duties to be performed by the contractor's employees.

Notice of cancellation of any required insurance policy must be submitted to the State when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

h. **STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION**

The contractor shall not, at any time, recruit or employ any State employee or agent who is working with the contract or in relation to this contract.

i. **CONFLICT OF INTEREST**

The contractor certifies that there does not now exist any relationship between the contractor and any person or entity which is or gives the appearance of a conflict of interest related to this contract or project.

The contractor certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The contractor certifies that it will not employ any individual known by contractor to have a conflict of interest.

j. **ERRORS AND OMISSIONS**

The contractor shall not take advantage of any errors and/or omissions in this contract. The contractor must promptly notify the State of any errors and/or omissions that are discovered.

k. **ASSIGNMENT BY THE STATE**

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

l. **ASSIGNMENT BY THE CONTRACTOR**

The contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

m. **GOVERNING LAW**

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The contractor must be in compliance with all Nebraska statutory and regulatory law.

n. **ATTORNEY'S FEES**

In the event of any litigation, appeal or other legal action to enforce any provision of the contract, the contractor agrees to pay all expenses of such action, as permitted by law, including court awarded attorney's fees and costs, if the State is the prevailing party.

o. **ADVERTISING**

The contractor agrees not to refer to the contract in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.



p. **STATE PROPERTY**

The contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the contractor's use during the performance of the contract. The contractor shall reimburse the State for any loss or damage of such property, normal wear and tear is expected.

q. **SITE RULES AND REGULATIONS**

The contractor shall use reasonable efforts to ensure that its employees, agents and subcontractors comply with site rules and regulations while on State premises. If the State requires contractor to perform on-site work outside of the daily operational hours set forth by the State and in accordance with contractor's service agreement, the State must make arrangements to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to between the State and the contractor. Should State prevent site access to contractor, contractor shall not be deemed in breach of any service agreement for failure to provide services during the time when site access was not available.

r. **EARLY TERMINATION**

The contract may be terminated as follows:

- 1) The State and the contractor, by mutual written agreement, may terminate the contract at any time.

The State, in its sole discretion, may terminate the contract for any reason upon 30 days written notice to the contractor. Such termination shall not relieve the contractor of warranty or other service obligations incurred under the terms of the contract. In the event of cancellation the contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.

- 2) The State may terminate the contract immediately for any of the following reasons:
  - a) if directed to do so by statute;
  - b) contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
  - c) a trustee or receiver of the contractor or of any substantial part of the contractor's assets has been appointed by a court;
  - d) fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its contractor, its employees, officers, directors or shareholders;
  - e) an involuntary proceeding has been commenced by any party against the contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) days; or (ii) the contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the contractor has been decreed or adjudged a debtor;



- f) a voluntary petition has been filed by the contractor under any of the chapters of Title 11 of the United States Code;
- g) contractor intentionally discloses confidential information;
- h) contractor has or announces it will discontinue support of the deliverable;
- i) second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau.

s. **FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS**

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the contractor written notice thirty (30) days prior to the effective date of any termination, and advise the contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the contractor be paid for a loss of anticipated profit.

t. **BREACH BY CONTRACTOR**

The State may terminate the contract, in whole or in part, if the contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the contractor, allow the contractor to cure a failure or breach of contract within a period of thirty (30) days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the contractor, the State may contract the service/goods from other sources.

u. **ASSURANCES BEFORE BREACH**

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the contract, upon written notice from the State within 30 days of receiving the document or deliverable, the contractor shall deliver assurances in the form of additional contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected or accept return of the equipment and refund the amount paid for such deliverable. Such return would not constitute a default.

v. **FORCE MAJEURE**

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract.

The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the contractor. To obtain release based on a Force Majeure Event, the contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

w. **PRODUCT DELIVERY**

The contractor agrees to use commercially reasonable efforts to deliver Products to the State of Nebraska within 30 (thirty) days after receipt of a valid Purchase Order, or otherwise in accordance with the schedule contained in the Purchase Order.

x. **PROHIBITION AGAINST ADVANCE PAYMENT**

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

y. **PAYMENT**

State will render payment to contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the contractor as solely determined by the State. The Purchasing Entity will make every effort to notify the Contractor within 30 days following delivery of non-acceptance of a product or service. All products and Services shall be deemed accepted by the Purchasing Entity at 30 days following delivery should the Purchasing Entity not notify the Contractor within that time period of either acceptance or non-acceptance of said Products and Services. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services/goods provided by the contractor prior to receipt, and the contractor hereby waives any claim or cause of action for any such services/goods.

z. **INVOICES**

Invoices for payments must be submitted by the contractor to the agency requesting the services/goods with sufficient detail to support payment. The terms and conditions included in the contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or stopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

aa. **AUDIT REQUIREMENTS**

All contractor books, records and documents relating to work performed or monies received under the contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by the State. These records shall be maintained for a period of five (5) full years from the date of final payment, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles.

In addition to, and in no way in limitation of any obligation in the contract, the contractor shall agree that it will be held liable for any State audit exceptions, and shall return to the State all overpayments made under the contract for which an exception has been taken or which has been disallowed because of such an exception. The contractor agrees to correct immediately any material weakness or condition reported to the State in the course of an audit.

bb. **TAXES**

Purchases of goods or services made by the State of Nebraska are exempt from the payment of Federal Excise Taxes, and exemption certificates will be furnished on request. State and local taxes are exempt by State Statute Section 77-2704 (1) (m). Exemption by statute precludes the furnishing of State exemption certificates.

cc. **INSPECTION AND APPROVAL**

Final inspection and approval of all work required and/or goods received under the contract shall be performed by the designated State officials. The State and/or its authorized representatives shall have the right to enter any premises where the contractor or subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work. In the event that the contractor has not been notified within thirty (30) calendar days from delivery or completion of service, acceptance will be deemed on the thirty-first (31) day after delivery or completion of service.

dd. **CHANGES IN SCOPE/CHANGE ORDERS**

1) **CHANGES IN SCOPE**

Contract amendments shall be negotiated by the State with the contractor whenever necessary to address changes in the terms and conditions. This Agreement shall be amended only by written instrument executed by the parties. An approved contract amendment means one approved by the authorized signatories of the contractor and the State as required by law.

Changes in scope shall only be conducted with the written approval of the State's designee as so defined by the State from time to time. (The State retains the right to employ the services of a third party to perform any change order(s)).

2) CHANGE ORDERS

All purchase orders are subject to acceptance by Contractor. The State may modify or cancel purchase orders up to ten (10) days prior to any scheduled shipment date, and the State may reschedule a requested delivery date on time per purchase order without additional charge. Product returns are subject to contractor approval and applicable charges.

Changes to the professional services specified in a SOW will not be effective unless a change request has been executed by authorized representatives of both parties ("Change Order"). If fees are owed to contractor under a Change Order, a purchase order covering the additional or modified professional services will be required.

ee. LEASE AGREEMENTS

No Leasing is authorized under this Addendum.

ff. SEVERABILITY

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

gg. CONFIDENTIALITY

All materials and information provided by the State or acquired by the contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the contractor on behalf of the State shall be handled in accordance with Federal and State Law, and ethical standards. The contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a contractor; contractor shall notify the State immediately of said breach and take immediate corrective action.

It is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

hh. **LIMITATION OF LIABILITY**

See Master Agreement Exhibit A, Terms and Conditions, C.17.

The State of Nebraska agrees with the Limitation of Liability as stated in the Master Agreement to the extent allowed under State of Nebraska law.

ii. **INDEMNIFICATION**

1) **GENERAL**

The contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, and costs, and court awarded attorney fees and expenses ("the claims"), sustained or asserted against the State, to the extent that it is determined that such claims arise solely and proximately as a result of the contractor's, its employees', subcontractors', consultants', representatives', or agents' recklessness, or intentional or willful misconduct. This clause shall not be construed to bar any legal remedies the contractor may have with the indemnified parties' failure to fulfill its obligations pursuant to this Agreement.

In no event will contractor or its suppliers or subcontractors be liable to the State for incidental, consequential, special, or indirect damages (including without limitation, claims for lost revenue or lost profits, loss of data, interruption in use, unavailability of data), regardless of whether such damages are based on contract, tort, warranty or any other legal theory.

2) **INTELLECTUAL PROPERTY**

See Master Agreement, Exhibit A, Terms and Conditions, Section C18

3) **PERSONNEL**

The contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the contractor.

jj. **NEBRASKA TECHNOLOGY ACCESS STANDARDS**

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract comply with the applicable standards. In the event such standards change during the contractor's performance, the State may create an amendment to the contract to request that contract comply with the changed standard at a cost mutually acceptable to the parties.

kk. **ANTITRUST**

The contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from

antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

**ll. TIME IS OF THE ESSENCE**

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the contractor remaining to be performed.

**mm. DRUG POLICY**

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

**nn. EMPLOYEE WORK ELIGIBILITY STATUS**

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

- 1) The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us).
  - 2) If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
  - 3) The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.
- oo. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY**
- The contractor certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately

terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

pp. **POLITICAL SUB-DIVISIONS**

Contractor may extend the Contract to political subdivisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political subdivisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political subdivisions or other public entities not authorized by Neb. Rev. Stat. § 81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

qq. **REPORTS**

The Contractor shall also provide to the State of Nebraska primary contact person quarterly utilization reports containing, at a minimum, the following information pertaining to State of Nebraska Utilization:

- 1) Purchase order number;
- 2) Description;
- 3) Quantity; and
- 4) Price.

These reports will be provided in Excel format and sent via email on a quarterly basis as follows:

<u>Period End</u>	<u>Report Due</u>
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

rr. **ADMINISTRATIVE FEE /REBATE**

The Contractor agrees to provide a quarterly administrative fee in the form of a check. The fee will be payable to the State of Nebraska for an amount equal to one percent (1%) the net sales (net of any returns, credits, or adjustments under this Addendum for the period. The Contractor's NASPO ValuePoint pricing to the State of Nebraska shall not be adjusted to offset for the equivalent fee amount. Payments shall be made in accordance with following schedule:

<u>Period End</u>	<u>Fee Due</u>
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

The Contractor agrees to provide a quarterly utilization report, reflecting new sales to the State during the associated fee period. The report shall be in the format developed by the Lead State and as agreed to by the Contractor. The report will be

provided in secure electronic format and/or submitted electronically to the State contact listed in the Addendum

ss. **ADMINISTRATIVE FEE/REBATE REMITTANCE LOCATION**

All Administrative Fees/Rebates will be sent to the following address:

State Purchasing Bureau  
c/o Central Finance, Administrative Services  
1526 K Street, Suite 150  
Lincoln, NE 68508

tt. **CONTRACT MONITORING**

The Contractor is obligated under the NASPO ValuePoint Master Price Agreement to furnish audit information to the Lead State to confirm if the Purchasing Entity paid the Product and Service Schedule (PSS) discount price or lower in accordance with Exhibit B – Pricing Schedule. Contractor agrees to provide similar information to demonstrate compliance for State of Nebraska purchases under this addendum to determine whether the objectives of the contract have been met upon request of the State of Nebraska. Such requests shall not exceed four (4) per calendar year unless requests are mutually agreed to by both parties.

uu. **WARRANTY**

The Contractor will provide a copy of the manufacturer's warranty to the State of Nebraska upon signature of the participating addendum.

**IMPORTANT NOTICE:** Pursuant to § 84-602, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. Any non-proprietary, non-copyrighted information or other information not specifically excluded by § 84-712.05 **WILL BE POSTED FOR PUBLIC VIEWING.**

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

Contractor

Name	Denise Orosco
Address	495 East Java Drive Sunnyvale, CA 94089
Telephone	530-644-1467
E-mail	Denise.orosco@netapp.com

Participating Entity

Name	Nancy Storant
Address	Nebraska Administrative Services Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508
Telephone	402-471-0974
Fax	402-471-2089
E-mail	nancy.storant@nebraska.gov

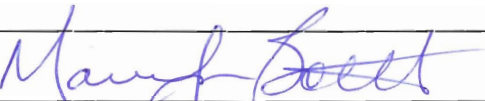
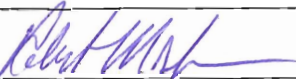


6. Partner Utilization: Each state represented by NASPO ValuePoint participating in this Master Agreement independently have the option of utilizing partners. Only partners approved by this Participating State may be deployed. The participating State will define the process to add and remove partners and may define the partner's role in their participating addendum. The Contractors partners' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement. Contractor's approved partners are listed on the Nebraska landing page located at <http://www.netapp.com/us/how-to-buy/wsca/index-MNWNC121.aspx>.

7. Terms. The Participating State/Entity is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with applicable law.

8. Orders: All orders placed by Participating Entities or Purchasing Entities within the State must include the Participating State contract number: 14265 OC as well as the Lead State Master Agreement No. MNWNC-121.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State:	Contractor: NetApp, Inc.
By: 	By: 
Name: Marilyn Bottrell	Name: Robert Stein
Title: Materiel Administrator	Title: V.P. Sales
Date: 10-8-15	Date: 10/5/2015

For questions on executing a participating addendum, please contact:  
NASPO ValuePoint

Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	<a href="mailto:thay@naspovaluepoint.org">thay@naspovaluepoint.org</a>

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