



Term Contract

Vendor No. 100216767  
 Contact  
 Your reference SP-16-0019

PURE STORAGE INC  
 650 CASTRO ST STE 400  
 MOUNTAIN VIEW CA 94041

Contract No. 4600036156  
 Date 10/19/2015

Contact Jordan Phillips  
 Telephone 501-324-9322  
 Fax 501-324-9311

Our ref. ST  
 Incoterms FOB  
 DESTINATION

Send Invoice To:  
 As stated on PO

Ship To:

Valid from: 11/12/2015  
 Valid to: 11/11/2022

Target value 1,000,000.00 USD  
 State Contract #: SP-16-0019  
 AASIS Contract #: 4600036156  
 NASPO Contract #: MNWNC-125  
 Commodity: WSCA Computer Equipment, Peripherals and Related Services

This Addendum covers the NASPO ValuePoint PC Contracts (Computer Equipment, Peripherals and Related Services) lead by the State of Minnesota for use by State agencies and other entities located Arkansas.

Type of Contract: Term  
 Master Agreement Contract Period: November 12, 2015 through November 11, 2022.

Contact Information:  
 Shane Phillips, Office of State Procurement  
 (P) 501-324-9322,  
 Jordan.Phillips@arkansas.gov

All contract values are estimates only.

Item	Material/Description	Target Qty	UM	Unit Price	Amount
0001	10129502 COMPUTERS HARDWARE	50,000.00	Lump Sum	1.00	\$ 50,000.00

**GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:**  
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Table with 5 columns: Item, Material/Description, Target Qty, UM, Unit Price, Amount. Rows include items 0002 through 0013 and a total row for Estimated Net Value of 1,000,000.00. Includes section 4 regarding Participating State Modifications.

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- A. Software published by Adobe, Computer Associates, Corel, IBM, McAfee, Microsoft, Oracle, Symantec, and Trend Micro other than pre-loaded software products or operating software shall not be procured.
B. Contractor must submit quarterly reports to the Arkansas Office of State Procurement via email to OSP.ITContracts@dfa.arkansas.gov. Reports shall be due on or before the last day of the month following the end of the quarter. The contractor shall provide an electronic usage report in Excel format which lists, but is not limited to, the following:

- 1) Vendor Contract Number
2) State
3) Customer Type (State, Education, Local Government)
4) Bill to Name
5) Customer PO Number
6) Customer Number
7) Order Date
8) Product/Service Description
9) Retail Price
10) Discount Applied
11) Discount Unit Price
12) Quantity
13) Total Price

C. An administrative fee of one half (1/2) of one (1) percent of the sales of products and services (less any charges for tax and shipping) per quarter shall be collected on behalf of the State of Arkansas and shall be submitted by the last day of the month following calendar quarter end, in accordance with the following schedule.

Table with 2 columns: Period End, Admin Fee Due. Rows include June 30/July 31, September 30/October 31, December 31/January 31, March 31/April 30.

The administrative fee shall be submitted to the following address:

Office of State Procurement
Attn: Contract Administration Fee
1509 W 7th St, Room 300
Little Rock, AR 72201

D. Payments shall be submitted to the contractor at the address shown on the invoice. Payments should be tendered to the contractor within thirty (30) days of the date of invoice. After the sixtieth (60) day from the date of invoice, unless mutually agreed to, interest shall be paid on the unpaid balance due to the contractor at the rate of one half (1/2) of one (1) percent per month in accordance with Arkansas Code Annotated §19-11-224. The procuring agency shall make a good-faith effort to pay within thirty (30) days after the date of invoice.

E. Financial and accounting records relevant to State of Arkansas transactions shall be subject to examination by

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appropriate Arkansas government authorities for a period of five (5) years from the expiration date and final payment on the contract or extension thereof, provided, however, that such government authorities shall provide thirty (30) days written notice to the contractor of its intent to conduct such examination contemplated by this section.

F. The laws of the State of Arkansas shall govern this agreement. Nothing under this agreement or the Master Agreement shall be deemed or construed as a waiver of the State's right of sovereign immunity.

G. Expenses for travel shall not be reimbursed unless specifically permitted under the duties of the contractor. All travel must be approved in advance by the State. Expenditures made by the contractor for travel will be reimbursed at the current rate paid by the State.

H. In the event the State of Arkansas no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in law, rules, regulations, lack of funds appropriated for this purpose, or relocation of offices, the State may cancel the contract or purchase order by giving the contractor written notice of such cancellation thirty (30) days prior to the date of cancelation.

I. The following indemnification clause replaces in its entirety the Indemnification clause specified in the Master Agreement MNWNC-125. The contractor shall defend indemnify and hold harmless the other party along with their officers, agencies, and employees as well as any person or entity for which they may be liable from and against employees as well as any person or entity for which they may be liable from and against third-party claims, damages or causes of action including reasonable attorney's fees and related costs for any death, injury, or damage to tangible property arising from gross negligence or willful misconduct of the indemnifying party, its employees, subcontractors, or volunteers, at any tier, relating to the performance of its obligations under the Master Agreement. This section is not subject to any limitations of liability in the Master Agreement or in any other document executed in conjunction with the Master Agreement.

J. CONFIDENTIAL INFORMATION shall only be considered confidential by Arkansas State law (Reference the Arkansas Freedom of Information Act, Ark Code Ann. § 25-19-105).

L. Leasing shall not be authorized under this Participating Addendum.

M. The following configuration limits are based on a single computer configuration:

- Item Configuration
Server/Storage \$ 500,000
Desktops/Laptops \$ 100,000
Tablets \$ 50,000
Peripherals \$ 50,000
Services \$ 10,000

The contractor shall not propose or provide value-added services unless it meets one (1) or more of the following criteria:

- " It is of no cost to the purchasing entity
" Services are linked to items the entity has purchased through a current or past transaction.

5. Purchase Order Instructions:

All purchase orders issued by Purchasing Entities within the jurisdiction of this participating addendum shall include

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the following:

- A. NASPO ValuePoint Contract number MNWNC-125
- B. State contract number SP-16-0019
- C. Agency Name, Address, Contact, and Phone-Number
- D. IT procurement and/or other applicable approvals
- E. Orders shall be made out to the Contractor

**6. Performance Standards**

All purchasing entities subject to State laws regarding Performance Standards in the procurement of services must have the cooperation of the vendor in establishing this provision as part of their purchasing agreement.

**7. Individual Customer**

Each State agency and political subdivision, as a Participating Entity, that purchases products/services shall be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision shall be responsible to follow the terms and conditions of the Master Agreement; and they shall have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision shall be responsible for their own charges, fees, and liabilities. Each agency and political subdivision shall have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor shall apply the charges to each Participating Entity individually.

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