

NASPO ValuePoint
PARTICIPATING ADDENDUM



Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage, including related Peripherals & Services)

FEBRUARY 1, 2024 TO JUNE 30, 2025

Led by the State of Minnesota

Master Agreement No.: 23025

Minnesota Contract No.: 240322

Contractor: NetApp U.S. Public Sector, Inc.

Participating Entity: State of Minnesota

The following products or services are included in this contract portfolio:

Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage, including related Peripherals & Services), in the following Band(s):

- Band 3: Servers and Storage

This Contract is between the State of Minnesota, acting through its Commissioner of Administration ("State" or "Participating Entity") and NetApp U.S. Public Sector, Inc., whose designated business address is 8350 Broad St., Tysons, VA 22102 ("Contractor"). State and Contractor may be referred to jointly as "Parties."

STATE OF MINNESOTA PARTICIPATING ADDENDUM

1. Scope of Work.

This Participating Addendum ("Participating Addendum" or "Contract") covers Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage, including related Peripherals & Services) led by the State of Minnesota ("Lead State") for use by state agencies and Cooperative Purchasing Venture Members as defined in Paragraph 1.1 of Minnesota Exhibit A. The NASPO ValuePoint Master Agreement is also referred to by the capitalized terms "Master Agreement" within this Contract.

Capitalized terms shall have the same meaning as defined in the Master Agreement unless otherwise defined herein.

2. Participation.

This Contract to the Master Agreement may be used upon approval from the State Chief Procurement Official by all authorized state agencies and CPV members as defined in Minnesota Exhibit A. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.

3. Term of Contract.

This Contract is effective as of the date of the last signature below or February 1, 2024, whichever is later, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

4. Authorized Representative.

4.1 Contractor's Authorized Representative. The Contractor's Authorized Representative is identified below, or his/her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify the State.

Name:	Harry Franks
Address:	8350 Broad St.
Telephone:	(703) 918-7317
Email:	Harry.franks@netapp.com

4.2 State's Authorized Representative. The State's Authorized Representative is identified below, or his/her successor or delegate, and has the responsibility to monitor the Contractor's performance. If applicable, the Ordering Entity will identify a Project Manager in each Order.

Name:	Erin McCormack
Address:	50 Sherburne Ave, Suite 112, Saint Paul, MN 55155
Telephone:	(651) 201-3168
Email:	erin.mccormack@state.mn.us

5. Scope.

Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to the Contractor and Participating Entity and Purchasing Entities.

5.1 **Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.

5.2 Equipment Leasing. Equipment leasing is allowed under this Participating Addendum at the option of the Ordering Entity. Such lease must be done through a separate written lease agreement entered into between Contractor and the Ordering Entity. The terms of the lease agreement must incorporate the terms of this Contract.

5.3 Equipment Trade-in Program. If requested in writing by the ordering entity, the Contractor may allow equipment to be used as trade-in against new contract equipment purchases. Trade-ins will be allowed on a case-by-case basis, and the ordering entity has the right to refuse any offer made by the Contractor. All equipment will be traded "as is, where is," with no guarantee express or implied.

Title to the trade-in equipment will transfer to the Contractor when the new equipment is delivered and accepted by the ordering entity, unless otherwise agreed to in writing by the Contractor and the ordering entity. The ordering entity assumes all costs associated with the title transfer of the trade-in equipment unless otherwise agreed to in writing by the Contractor and the ordering entity. The title of State equipment trade-ins shall be provided to the Contractor in accordance with Minn. Stat. § 168A.11.

5.4 Contractor Partners. The Contractor may sell direct and may utilize a defined list of authorized partners to provide goods and services.

5.4.1 Authorized Partner. An Authorized Partner may be an agent, distributor, reseller, or tiered partner that is authorized by the Contractor to sell products, maintenance, or services on behalf of the Contractor. An Authorized Partner is a subcontractor to the Contractor, not the State. An Authorized Partner may work with its own authorized resellers.

5.4.2 List of Authorized Partners. If the Contractor intends to utilize a partner to accept or fulfill an order for goods or services, the Contractor must submit to the State a list of such partners for review. The State will maintain a list of all partners approved as Authorized Partners ("Authorized Partner List"). Only the Contractor or its Authorized Partners may provide goods and services under this contract.

The Contractor must provide a sample quote and invoice from each proposed partner before the State approves the partner as an Authorized Partner. The sample quote and invoice must contain the minimum following information and will be attached to the Contract.

- Customer name
- State Contract number
- Item description
- Item quantity
- List price
- Contract discount
- Price after discount

The Contractor may update the list of Authorized Partners to add or remove a partner at any time during the Contract period by submitting a revised Authorized Partner List to the State. A revision to the Authorized Partner List under this paragraph does not need be made through a written amendment to the Contract. The State reserves the right to review and approve any new partner prior to accepting the revised Authorized Partner List. The State will not unreasonably deny the addition of a new partner unless the proposed new partner is listed on the State or the federal debarment list. A revised Authorized Partner List must be accepted in writing by the State before it is effective.

5.4.3 Training Program and Contractual Agreement. The Contractor must have a training program and a contractual agreement with its Authorized Partners. The training program and contractual agreement must include but is not limited to an Authorized Partner's responsibilities and compliance with applicable State and

federal laws. Applicable State and federal laws, include but are not limited to the Minnesota Government Data Practices Act, FERPA, HIPAA, and Worker's Compensation. The Contractor is liable and responsible for its Authorized Partner's compliance with such laws.

5.4.4 Compliance with the Contract. The Contractor is responsible and liable for its Authorized Partner's compliance with the specifications, warranties, and requirements contained in the Contract between the Contractor and the State.

5.4.5 Purchase Orders and Payment. An Authorized Partner may accept a purchase order or invoice or accept payment. The Contractor must ensure that all sales initiated by an Authorized Partner must be clearly defined in the State's required reports, including but not limited to administration fees payable to the State.

5.5 Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by the Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.

5.6 Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum.

6. Governing Law and Jurisdiction.

The construction and effect of this Contract and any Orders placed hereunder will be governed by, and construed in accordance with, the substantive and procedural laws of Minnesota. The Participating Entity, Ordering Entity, and Contractor agree to submit to the exclusive jurisdiction of, and venue in, the state or federal courts with competent jurisdiction in Ramsey County, Minnesota, without regard to its choice-of-law provisions.

7. Orders.

7.1 Ordering Entities may place orders under this Contract by referencing the Minnesota Contract Number on an Order. Each Order placed under this Contract is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.

7.2 In the event that any provision of Contractor's ordering document is contrary to Minnesota law; such provision shall be null and void. The terms of the Contract, the Master Agreement, and duly executed Contractor's ordering documents shall be read as cumulative and complimentary to the extent possible, with conflicts resolved in favor of the Contract.

8. Usage Reports.

Contractor must track and report to the State usage data on this Contract (Usage Reports). Usage Reports should be sent via email to osp.usagereports@state.mn.us. A Usage Report must identify the State Contract Number and provide the following information:

- The total amount of spend under the Contract by the State and other entities,
- The total amount of spend by State agencies, and
- The total amount of spend by other entities (CPV members).

Contractor must send a quarterly Usage Report, or as otherwise requested. Quarters are as follows:

- First Quarter, from July 1 to September 30,
- Second Quarter, from October 1 to December 31,
- Third Quarter, from January 1 to March 31, and

- Fourth Quarter, from April 1 to June 30.

A quarterly Usage Report is due within thirty days of the end of a quarter. A requested Usage Report is due within thirty days from when the request was made. Contractor must provide the State with a final Usage Report within 30 calendar days of the expiration or termination of the Contract. Failure to provide a Usage Report may result in the State cancelling the Contract. This term survives the expiration or termination of the Contract.

9. Administrative Fee.

Contractor must remit to the Department of Administration, Office of State Procurement on a quarterly basis an administration fee of 1% (.01 multiplication factor) of the total amount of spend under the Contract as reported in the Usage Report (Administrative Fee). The Administrative Fee is due within thirty days of the end of a quarter. The Administrative Fee may be submitted through Automated Clearing House (ACH) or by check. Contact CPV.Program@state.mn.us for detailed information on the ACH payment option. If paying by check, the check should be made payable to the State of Minnesota, and submitted to:

Office of State Procurement
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155

10. Survival of Terms.

The following sections survive the expiration or cancellation of this Contract and all Orders: Indemnification, Data Disclosure, State Audits, Government Data Practices, Governing Law and Jurisdiction, Intellectual Property Indemnification, Publicity and Endorsement, and Usage Reporting Requirements and Administrative Fee. Any other Contract term that expressly states or by its nature shall survive, shall survive. Software licenses, warranty, maintenance agreements, and service agreements that were entered into under the terms and conditions of the Contract shall survive the expiration or termination of this Contract.

11. Entire Agreement.

11.1 By placing an order under this Contract, each Ordering Entity agrees that this Contract and any agreement or information that is incorporated by written reference into this Contract or the Contractor's ordering document (including reference to information contained in a URL or referenced policy), together with the Contractor's ordering document, are the complete agreement for the order by such Ordering Entity and supersede all prior or contemporaneous agreements or representations, written or oral, regarding such order. No financial obligation of the Participating State or any Ordering Entity shall be affected by any change to information contained in a URL or referenced policy, nor will any additional material obligations be placed on the Participating State or any Ordering Entity as a result of any such changes.

11.2 It is expressly agreed that the terms of this Contract and any order shall supersede the terms in any click-through agreement, procurement internet portal, or any other similar Contractor document, and no terms included in any such click-through agreement, portal, or other Contractor document shall apply to the order unless otherwise allowed under the Master Agreement. Any order may not modify, diminish, or derogate the terms of Contract or add additional terms and conditions without prior written approval by the State's Authorized Representative.

12. Submission of Participating Addendum to NASPO ValuePoint.

Upon execution, Contractor shall email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. While Participating Entity will maintain the official record of this Participating Addendum, the Parties agree that this Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

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

- 1. NetApp U.S. Pubic Sector, Inc. (Contractor)**
The Contractor certifies that the appropriate person(s) have executed the Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

Print name: Michelle Rudnicki
DocuSigned by:
Signature: *Michelle Rudnicki*
5656CF2852654B7...
Title: President Date: 4/19/2024

- 2. State of Minnesota, Office of State Procurement**
In accordance with Minn. Stat. § 16C.03, Subd. 3.

Print name: Elizabeth M. Randa
DocuSigned by:
Signature: *Elizabeth M. Randa*
742DE739C8ED492...
Title: Acquisition Management Specialist Date: 4/19/2024

- 3. State of Minnesota, Commissioner of Administration**
Or delegated representative.

Print name: Andy Doran
DocuSigned by:
Signature: *Andy Doran*
68D02A26D7604BA...
Title: IT Acquisitions Supervisor Date: 4/19/2024

Minnesota Exhibit A

1. Definitions.

1.1 CPV Members. The Cooperative Purchasing Venture (CPV) program was established by Minn. Stat. § 16C.03, subd. 10, which authorizes the commissioner of the Minnesota Department of Administration (Commissioner of Administration) through its Office of State Procurement (OSP) to enter into a cooperative purchasing agreement for the provision of goods, services, and utilities” with one or more governmental units and other entities as described in Minn. Stat. § 471.59, subd. 1 and Minn. Stat. § 16C.03, subd. 10. Based on this authority, the Commissioner of Administration enters into a joint powers agreement that designates OSP as the authorized purchasing agent for the governmental unit or other entity. Governmental units and other entities joining the program are given an access code which identifies them as CPV members and permits them to access the OSP website to get information about commodities and/or services available on the State of Minnesota (State) contracts. Governmental units and other entities who are not members of the CPV program are not authorized to use the contract prices. The Contractor agrees to provide the contract to CPV members at the same prices, terms, conditions, and specifications. For additional information, visit the OSP website at www.mmd.admin.state.mn.us.

1.2 State Agencies. This term applies only to State agencies and departments, as defined in Minn. Stat. §§ 15.01 and 15.021.

1.3 Ordering Entity. This term means the Purchasing Entity, and it applies to any State Agency or CPV Member placing an order under the Contract.

1.4 State and State of Minnesota. These two terms apply to the Minnesota Department of Administration, Office of State Procurement (OSP), representing the State of Minnesota as the contracting agency for the Contract. These terms also apply to the State's Office of MN.IT Services when acting within its statutorily defined contracting capacity.

2. Prompt Payment and Invoicing.

2.1 The State will pay the Contractor pursuant to Minn. Stat. § 16A.124, which requires payment within 30 days following receipt of an undisputed invoice, or merchandise or service, whichever is later. Terms requesting payment in less than 30 days will be changed to read “Net 30 days.” Notwithstanding the foregoing, the State may pay the Contractor in advance for purchases as allowed pursuant to Minn. Stat. §16A.065.

The payment for each order will only be made for goods received or services actually performed that have been accepted by the ordering entity, and meet all terms, conditions, and specifications of the Contract and the Contractor’s ordering document. All services delivered under an Order must be performed to the State’s satisfaction and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the Office of the Secretary of State. The Contractor will not receive payment for work found by the State to be in non-compliance with the Contract or performed in violation of federal, state, or local law.

2.2 Invoicing. The invoice must be in the same format as the sample invoice attached to Supplement 2 to Exhibit A, unless an alternative format is approved in writing by the State Authorized Representative, or delegate. See Exhibit A, Supplement 2, for a list of minimum invoice requirements.

2.3 Retainage. Under Minn. Stat. § 16C.08, subd. 2 (10), no more than 90 percent of the amount due under an Order may be paid until the final product of an Order has been reviewed by the State. The balance due will be paid when the State determines that the Contractor has satisfactorily fulfilled all the terms of this Contract and the Order.

3. **No Automatic Renewals.**

The Ordering Entity does not agree to any automatic renewals which require the payment of additional fees.

4. **Assignment and Amendments.**

4.1 Assignment. The Contractor may neither assign nor transfer any rights or obligations under this Contract without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

4.2 Amendments. Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

5. **Termination.**

In addition to Paragraphs 42 and 44 of Exhibit A to the Master Agreement, the State may terminate this Contract for Insufficient Funding:

The State may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the Contractor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available. The State will not be assessed any penalty if the Contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Contractor notice of the lack of funding within a reasonable time of the State's receiving that notice.

6. **Indemnification.**

In addition to Paragraph 34 of Exhibit A to the Master Agreement, nothing within this Contract, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

7. **Delivery.**

7.1 All commodities and services furnished will be subject to inspection and acceptance by the Ordering Entity after delivery in accordance with Paragraph 19 of Exhibit A to the Master Agreement.

7.2 No substitutions or cancellations are permitted without approval of the Ordering Entity.

7.3 Back orders or failure to meet mutually agreed upon delivery requirements, authorizes the Ordering Entity to cancel the purchase order up to 10 days prior to any scheduled shipment date. If any Product or Service delivered under the Contract by Contractor has failed to meet specifications in the Contract, the Ordering Entity may, at its option, either (1) pursue remedies under the Warranty provisions of the Contract; or (2) cancel the Order in whole or in part and reject the Products within the timeframes identified in Section 19(b) of the Master Agreement. If the remedies under the Warranty provision of the Contract fail, the Ordering Entity may exercise applicable rights available under the Contract. If any order for a product or service is canceled in accordance with the section, the Ordering Entity shall not be obligated to pay for any product, service, tax, fee, shipping cost (including return shipping), or any other cost affiliated with the product or service.

8. **Warranty.**

In addition to the Master Agreement at Paragraph 21 of Exhibit A and Paragraphs 2 and 6 of Exhibit C, the Contractor warrants to the Ordering Entity that during the warranty period the Contractor branded hardware and software

furnished under the Contract will materially conform to the commercial product specifications and that services will be performed in a professional and workmanlike manner consistent with generally accepted industry practices. Work not conforming to these requirements, including substitutions not properly approved and authorized in writing may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If requested, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment used.

8.2 If the Contractor is notified by the ordering entity of any material reproducible nonconformity during the warranty period, the Contractor will, in its sole discretion repair or replace the Contractor branded hardware or software or reperform Services, or refund the amounts received by Contractor for the non-conforming products.

8.3 TO THE EXTENT PERMITTED BY APPLICABLE LAWS, THE FOREGOING WARRANTIES ARE THE STATE'S SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES. CONTRACTOR SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. Items Offered as New.

All products, materials, supplies, replacement parts, and equipment offered and furnished must be new, of current manufacturer production, and must have been formally announced by the manufacturer as being commercially available, unless otherwise stated in this Contract.

10. Subcontracting and Subcontract Payment.

10.1 Subcontracting Allowed. A subcontractor is a person or company that has been awarded a portion of the Contract by Contractor. Only Authorized Partners that have been approved by the Contract Administrator can be used for this Contract. The list of approved Authorized Partners is attached and incorporated into this Contract as Supplement 3 to Exhibit A.

10.2 Contractor may use subcontractors to fulfill its obligations under the Contract. Contractor will be responsible for its subcontractor's obligations hereunder. During this Contract, if a subcontractor is determined to be performing in non-compliance with Contract requirements by the State's Authorized Representative, the Contractor will receive written notification that the subcontractor can no longer be used for this Contract.

10.3 The provisions of the Contract shall apply with equal force and effect to all approved subcontractors engaged by the Contractor. Notwithstanding approval by the State, no subcontract shall serve to terminate or in any way affect the primary legal responsibility of the Contractor for timely and satisfactory performances of the obligations contemplated by the Contract.

10.4 Subcontractor Payment. Contractor must pay any subcontractor in accordance with Minn. Stat. § 16A.1245.

11. Data Disclosure.

Under Minn. Stat. § 270C.65, subd. 3 and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and/ or Minnesota tax identification number, already provided to the State, to federal and state agencies, and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

12. Endorsement.

12.1 Endorsement. The Contractor must not claim that the State endorses its products or services, or make any representations of the State's opinion or position as to the quality or effectiveness of the products or services that are the subject of the Contract without the prior written consent of the State's Authorized Representative.

Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

13. Contractor's Documents.

Any licensing and maintenance agreement, or any order-specific agreement or document, including any pre-installation, linked or "click through" agreement that is allowed by, referenced within or incorporated within the Contract whenever the Contract is used for a procurement, whether directly by the Contractor or through a Contractor's agent, subcontractor or reseller, is agreed to only to the extent the terms within any such agreement or document do not conflict with the Contract or applicable Minnesota or Federal law, and only to the extent that the terms do not modify, diminish or derogate the terms of the Contract or create an additional financial obligation to the Ordering Entity. Any such agreement or document must not be construed to deprive the Ordering Entity of its sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions or limitations of liability applicable to this Contract or afforded by Minnesota law. An Ordering Entity's employee's decision to choose "accept" or an equivalent option associated with a "click-through" agreement does not constitute the Ordering Entity's concurrence or acceptance of terms, if such terms are in conflict with this section.

14. Insurance.

If applicable, prior to execution of the Contract, the Contractor will be required to provide a copy of a Certificate of Insurance, including workers' compensation insurance coverage requirements of Minn. Stat. § 176.181 subd. 2, and other coverages per the insurance requirements if included in the Contract and per the insurance requirements of Supplement 1 of Exhibit A.

15. Pricing Changes.

No discount reductions are allowed unless approved by the Lead State for the Master Agreement and adopted by the State of Minnesota through a fully executed amendment to this Contract.

16. Taxes.

Do not add sales tax to the prices being offered. State Agencies hold a Direct Payment Authorization Letter which is used to pay applicable taxes directly to the Department of Revenue. Contractors may go to <http://www.revenue.state.mn.us> to learn about the applicable sales tax (search "Fact Sheet 142").

17. E-Verify Certification.

For services valued in excess of \$50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/VerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

18. Diverse Spending Reporting.

If the total value of the Contract may exceed \$500,000, including all extension options, Contractor must track and report, on a quarterly basis, the amount paid to diverse businesses both: 1) directly to subcontractors performing under the Contract, and 2) indirectly to diverse businesses that provide supplies/services to your company (in proportion to the revenue from this Contract compared to Contractor's overall revenue). When this applies, Contractor will register in a free portal to help report the Tier 2 diverse spend, and the requirement continues as long as the Contract is in effect.

19. Debarment by State, its Departments, Commissions, Agencies, or Political Subdivisions.

Contractor certifies that neither it nor its principals is presently debarred or suspended by the State, or any of its departments, commissions, agencies, or political subdivisions. Contractor's certification is a material representation upon which the Contract award was based. Contractor shall provide immediate written notice to the State's Authorized

Representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

20. Federal Funds.

Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, an Ordering Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.

20.1 Compliance with Federal Requirements. Federal money will be used or may potentially be used to pay for all or part of the goods, construction or services under the Contract. The Contractor is responsible for compliance with all federal requirements imposed on the funds and accepts full financial responsibility for any requirements imposed by the Contractor's failure to comply with federal requirements.

20.2 Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Federal money will be used or may potentially be used to pay for all or part of the work under the Contract, therefore Contractor certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549. Contractor's certification is a material representation upon which the Contract award was based.

21. Supply Chain Security.

Notwithstanding anything else in this Section, this Section does not and shall not limit any other rights of the State under this Contract, including, but not limited to, warranties, acceptance, and return policy, if any.

22.1 Security Practices and Preventive Controls. The Contractor will use reasonable commercial efforts to ensure that the Contractor and any subcontractors or third parties involved in assembling, manufacturing, packaging, distributing, handling, warehousing, transporting or shipping State goods, including goods intended to be but not yet delivered to the State, meet all applicable security standards and all applicable local, state, federal, and international laws, rules and regulations (hereinafter "supply chain security").

Contractor must maintain certification/accreditation in an official supply chain security program and comply with that program's security standards for all orders sourced from the Contract. Official supply chain security program is defined as one of the following: ISO 28000 or 27036 (as applicable), SAE AS5553 or other SAE standard (as applicable), Customs-Trade Partnership Against Terrorism (C-TPAT), Authorized Economic Operator (AEO), or other program accepted in writing by the State, Office of MN.IT Services (f/k/a Office of Enterprise Technology and d/b/a MN.IT or MN.IT Services)("MN.IT") and the State, Department of Administration's Office of State Procurement ("OSP"). To demonstrate certification/accreditation, Contractor must provide to OSP and MN.IT within one month following the effective date of this Contract or amendment adding this Section, whichever is later, information verifying its certification/accreditation in an official supply chain security program which can be found at NetApp.com. Contractor will promptly notify OSP and MN.IT of any change to its certification/accreditation. Alternatively, if Contractor is not certified/accredited or loses certification/accreditation, Contractor must complete a MN.IT security form to confirm that it complies with supply chain security. The form will require supporting documentation of any responses and must be completed to MN.IT's satisfaction.

21.2 Notification of Supply Chain Security Breach. Utilizing its commercial practices, Contractor will promptly notify OSP, MN.IT, and the ordering entity, if different from MN.IT, of any breach of supply chain security involving State goods, including goods intended to be but not yet delivered to the State. Breach of supply chain security includes, but is not limited to, cargo theft, tampering, unauthorized access, or other activities that involve suspicious actions or circumstances. Goods received with viruses, malware or similar security deficiencies constitute breach of supply chain security.

22.3 Return/Rejection of Goods. Notwithstanding anything to the contrary, if a breach of supply chain security has occurred, including evidence that packaging or goods were tampered with or damaged, such that the Goods do not comply with Contract requirements, upon notification the Contractor at its discretion and its own expense will provide warranty remedies available to the State under the Contract. Breach of supply chain security has the meaning described in the preceding Subsection "Notification of Supply Chain Security Breach." Rejection of delivery or return of goods shall be solely the responsibility and at the cost and expense of the Contractor.

The State may sanitize or destroy components of the goods prior to returning the goods and Contractor offers a Non-Returnable Drive (NRD) support Services offering to assist the State in meeting its destruction requirements.

22. Organizational Conflicts of Interest.

In addition to Paragraph 19 of Exhibit B to the Master Agreement, to the best of Contractor's knowledge, execution and performance of this Contract does not give rise to a Conflict of Interest (as defined below). Each party agrees to promptly notify the other if, at any time during the term of this agreement, either party becomes aware that it has an actual or potential conflict of interest, including any relationship that may impair the party's objectivity or ability to perform its obligations hereunder (a "Conflict of Interest"). Upon such notice, the parties will meet and engage in good faith negotiations to resolve the alleged or potential conflict in accordance with the dispute resolution provision set forth in the Master Agreement. If the parties are unable to resolve the conflict after a reasonable time, the parties may mutually agree to terminate this Addendum.

23. State's Rights and Remedies Cumulative.

All rights and remedies provided in the Contract are cumulative and not exclusive of any other rights or remedies that may be available to the State and Ordering Entity, whether provided by law, equity, statute or otherwise.

24. No Mandatory Mediation or Arbitration.

Any term or condition that requires the parties to mediate or arbitrate is null and void. Voluntary dispute resolution procedures are valid to the extent allowed by law.

**Minnesota Exhibit A, Supplement 1
Insurance Requirements**

1. Notice to Contractor.

1.1 The Contractor is required to submit Certificates of Insurance acceptable to the State as evidence of insurance coverage requirements prior to commencing work under this Contract.

1.2 The Contractor shall not commence work under the contract until they have obtained all the insurance described below and the State has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of this Contract, unless otherwise specified in this Contract.

1.3 The failure of the Contractor to provide a Certificate of Insurance, for the policies required under this Contract or renewals thereof, or failure of the Contractor to notify the State of the cancellation of policies required under this Contract shall not constitute a waiver by the State to the Contractor to provide such insurance.

1.4 The State reserves the right to immediately terminate this Contract if the Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Contractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's Authorized Representative upon written request.

1.5 If the Contractor uses another entity, including but not limited to a dealer, reseller, or distributor (collectively referred to as "Contractor's reseller") to provide goods or services under this contract, the following terms apply:

1.5.1 Because the Contractor's reseller(s) are independently owned and operated, and maintain their own insurance, the Contractor's reseller's insurance coverage must be evidenced by its own Certificate of Insurance. The Contractor's reseller's Certificate of Insurance must meet all the insurance requirements and limits set forth in the Contract.

1.5.2 The Contractor shall collect, review, approve, and maintain the applicable Certificates of Insurance, including but not limited to General Liability, Auto Liability, Umbrella, Workers' Compensation, and Garagekeepers or Property of Others, for all Contractor's resellers that will be providing goods or services under this contract. The Contractor acknowledges compliance with this provision. The Contractor must provide copies of the dealers' insurance documentation to the State upon request.

1.5.3 If a claim is made against a Contractor's reseller, and the Contractor's reseller's insurance coverage did or does not cover the claim, the Contractor is responsible for the claim to the extent required under the Contract.

2. Notice to Insurer.

2.1 The Contractor's insurance company(ies) (excluding Network Security and Privacy Liability insurance) waives its right to assert the immunity of the State as a defense to any claims made under said insurance.

2.2 Insurance certificate holder should be addressed as follows:

State of Minnesota
50 Sherburne Avenue, Room 112
St. Paul, MN 55155

3. Additional Insurance Conditions. The following apply to the Contractor, or the Contractor's subcontractor:

3.1 Contractor's policy(ies) (excluding Network Security and Privacy Liability insurance) shall be primary insurance to any other valid and collectible insurance available to the State with respect to any claim arising out of Contractor's performance under this Contract.

3.2 If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State within five (5) business days with a copy of the cancellation notice;

3.3 Contractor is responsible for payment of Contract related insurance premiums and deductibles;

3.4 If Contractor is self-insured, a Certificate of Self-Insurance must be attached;

3.5 Contractor's policy(ies) shall include legal defense fees in addition to its policy limits with the exception of professional liability.

3.6 Contractor's insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better and be authorized to do business in the State of Minnesota or (2) be domiciled in the State of Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best.

3.7 An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

4. **Coverages.** Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

4.1 **Commercial General Liability Insurance.** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract. Insurance minimum limits are as follows:

\$2,000,000 – per occurrence

\$2,000,000 – annual aggregate

\$2,000,000 – annual aggregate – applying to Products/Completed Operations

The following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability
- State of Minnesota included as an Additional Insured, to the extent permitted by law

4.2 **Commercial Automobile Liability Insurance.** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this contract, and in case any work is subcontracted the contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance minimum limits are as follows:

\$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included: Owned, Hired, and Non-owned Automobile.

Evidence of Subcontractor insurance shall be filed with the Contractor.

4.3 Workers' Compensation Insurance. Statutory Compensation Coverage. Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State, including Coverage B, Employer's Liability. Insurance minimum limits are as follows:

\$100,000 – Bodily Injury by Disease per employee

\$500,000 – Bodily Injury by Disease aggregate

\$100,000 – Bodily Injury by Accident

If Minn. Stat. § 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements.

If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the State with a certificate of insurance.

4.4 Network Security and Privacy Liability Insurance (or equivalent). The coverage may be endorsed on another form of liability coverage or written on a standalone policy. Contractor shall maintain insurance to cover claims which may arise from failure of Contractor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data including but not limited to confidential or private information, transmission of a computer virus or denial of service. Insurance minimum limits are as follows:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

The following coverage shall be included: State of Minnesota included as an Additional Insured unless the coverage is written under a Professional Liability policy.

Minnesota Exhibit A, Supplement 2 Sample Quote and Invoice

Attached is a sample invoice and quote.

Contractor is required to use the sample quote and sample invoice for all transactions under this Contract. Contractor may not materially change either document unless the change has been approved in writing by the State's Authorized Representative. Contractor may not modify the sample quote or sample invoice to provide less detail regarding purchases under this Contract. Contractor hereby waives the right to enforce any term in either sample which contradicts or modifies any term of the solicitation or any Contract that may result, including subsequent amendments to the Contract, or would result in an unencumbered expense if enforced against the state or its CPV members. The State anticipates the sample quote and sample invoice will contain, at a minimum:

- Customer name
- State Contract number field
- Item/service description
- Item quantity or service hours
- List Price
- Price after discount-off baseline list

Discount off Baseline List is calculated as follows:

Product	Vendor Cost from Supplier	Discount-off List Offered	Computation	State Contract Price
XYZ Tablet	\$300.00	3.5%	$\$300.00 - (300 \times 0.035) = \289.50	\$289.50

Contractor has indicated that links and/or terms and conditions on sample documents cannot be removed. Contractor accepts the terms and conditions of the Participating Addendum and Master Agreement and acknowledges links and/or terms and conditions on sample documents do not apply.



Solution Quotation 12345678

Quote Name:
Quote Date:
Contact Name:
E-Mail:
Quote To:
Quote From:
End Customer:
Comments:

NetApp Contact

Customer name
NetApp U.S. Public
Sector, Inc.
End customer name
Contract number

Customer address
8350 Broad St, 12th Floor, Tysons, VA 22102 United States

Quote Valid Until:
Phone:

Quote Status:

Promotion Message:

Fulfilment Method:

Addendum

Config#130242800

AFF-C800
Hardware

Part Number	Product Description	Ext. Qty	Unit List Price	Disc%	Ext. Net Price
Platform					
NetApp Part number	Part number Description	#	\$	percentage	\$

Hardware Sub Total:

\$

Net Grand Total:

USD\$



Solution Quotation 19897185

Quote Date: Feb-16-2024

Quote Valid Until: Mar-17-2024

Terms and Conditions

No variations to a quote shall be effective unless approved in writing by NetApp and any PVR requires prior written approval by NetApp. Amounts quoted are before all applicable local transaction taxes.

For US sales: Applicable sales tax will be charged to shipments in the United States unless a valid certificate of tax is submitted to and accepted by NetApp.

For International sales: Applicable VAT, GST, consumption tax, or other transaction tax will be charged to international sales. Orders containing both tangible and intangible items, may be billed by way of one or more invoices, in accordance with applicable, local tax laws.

This Solution Quotation is valid until the expiration date identified above. Orders submitted hereunder are subject to NetApp's Standard Terms and Conditions published at: www.netapp.com/us/how-to-buy/stc.html, unless a written agreement governing purchasing between the parties for the applicable products and/or services listed above is otherwise current and valid. Additional or conflicting terms or conditions included on or within any purchase order or similar purchase authorization submitted by purchaser shall have no force or effect and NetApp's acknowledgment of an order, commencement of performance, delivery of product or other conduct shall not be deemed or constitute acceptance of any additional or different terms and conditions in any manner whatsoever.

Software License information will be delivered via the email that has been provided during the Quoting process.

The service period start dates and durations above are those for the total service period for each asset and may not reflect the duration of individual support components contained within each asset.

All amounts are in USD



Corporate Address:
NetApp U.S. Public Sector, Inc.

1921 Gallows Road, Suite 600
Vienna VA 22182

Canada Non-Resident Business Registration
Number:891813271RT0001
US Tax ID: 77-0580519

Bill To _____

Ship To _____

Invoice		
Invoice Number NNNNNNNNNN	Invoice Date DD-MMM-YY	Page 1 of 2
Customer Acct. # NNNN	Payment Terms NET NN	Due Date DD-MMM-YY
Sales Order # NNNNNNNNNN	Delivery Code E-Mail Auto	Quote NNNNNNNN
Exhibit A, Supplement 2 Sample Quote and Invoice		

Customer PO # NNNN	Shipping Date DD-MMM-YY	Carrier SHPCOMONLY-SC-SC	Waybill Number NNNNNNNNNN-A	Shipset Number
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CURRENCY: USD

LINE#	ITEM #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
0.1	AFF-C400	AFF-C400,Model	1		
Master ID(s): JGF-532289					
	AFF-C400A-NS-003	AFF-C400 HA System,Ethernet Bundle	2		
Serial Number(s): 952340001257, 952340001291					
	ALL-FLASH-OPTIMIZED	Optimized SSD Personality	1		
	DATA-AT-REST-ENCRYPTION	Data at Rest Encryption Capable Operating Sys	2		
	DOC-AFF-C400-C	Documents,AFF-C400,-C	1		
	MOD-NVME-STORAGE	X1148A Mode, NVMe Storage	2		
	MULTIPATH-C	Multipath configuration	1		
	NS224-CF-15.3-24-C	NVMe SHLF,24x15.3TB,CF,-C	1		
	NVME-STACK	NVME Stacks Attached Quantity	1		
	SWITCHLESS	2-Node Switchless Cluster	1		
	X-02659-00-N-C	Rail Kit,4-Post,Rnd/Sq-Hole,Adj,24-32,-C	1		
	X1122A-N-C	NIC 2-Pt Bare Cage 25GbE RoCE SFP28 PCIe,-C	2		
	X1135A-N-C	HBA,4-port FCP Target-Init 32Gb PCIe w/SFP+,-C	2		
	X1148A-N-C	NIC 2-Pt BareCage 100GbE RoCE QSFP28 PCIe,-C	2		
	X1161A-C	MEZZANINE,4-Pt,25G,CX5,-C	2		
	X3192A-C	Chassis,AFF/ASA-C400,ASA-A400,-C	1		
	X5532A-N-C	Rail,4-Post,Thin,Rnd/Sq-Hole,Sm,Adj,24-32,-C	1		
	X6589-N-C	SFP+Optical 10Gb Shortwave,-C	12		
	X66211A-05-N-C	Cable,100GbE,QSFP28-QSFP28,Cu,0.5m,-C	2		
	X66211B-2-N-C	Cable,100GbE,QSFP28-QSFP28,Cu,2m,-C	4		
	X66240A-05-N-C	Cable,25GbE,SFP28-SFP28,Cu,0.5m,-C	2		
	X66250-5-N-C	Cable,LC-LC,OM4,5m,-C	20		
	X737A-C	Power Supply,1600W,-C	4		
	X800-42U-R6-C	Jumper Crd,In-Cab,C13-C14,-C	6		
	X80137A-C	Capstone,Bezel,AFF-C400,-C	1		
	SW-ONTAP-ONE-E-C	SW,ONTAP One Package,Encryption,-C	2		
	SW-ONTAP9.12-NVE	SW,ONTAP9.12,Data at Rest Encryption Capable	2		
	SW-ONTAPO-CF-C03-C	SW,ONTAP One Package,Per-0.1TB,CF,C03,-C	3672		



Corporate Address:
NetApp U.S. Public Sector, Inc.

1921 Gallows Road, Suite 600
Vienna VA 22182

Canada Non-Resident Business Registration
Number:891813271RT0001
US Tax ID: 77-0580519

Bill To _____

Ship To _____

Invoice		
Invoice Number NNNNNNNNNN	Invoice Date DD-MMM-YY	Page 2 of 2
Customer Acct. # NNNN	Payment Terms NET NN	Due Date DD-MMM-YY
Sales Order # NNNNNNNNNN	Delivery Code E-Mail Auto	Quote NNNNNNNNNN
Inco Terms CPT		

Customer PO # NNNN	Shipping Date DD-MMM-YY	Carrier SHPCOMONLY-SC-SC	Waybill Number NNNNNNNNNN-A	Shipset Number
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CURRENCY: USD

LINE#	ITEM #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
	CS-4HR-REPLACEMENT-C	4hr Parts Replacement 3 YR	1		
	CS-ADVISOR-PLUS2-C	SupportEdge Advisor Plus 3 YR	1		
	CS-G1C-SE-ADVISOR	SupportEdge Advisor 3 YR	1		
	CS-NON-RETURNABLE-DRIVE-C	Non-returnable Drives (HDDs,SSDs) 3 YR	1		
	CS-PROTECT-FOR-GOVT-C	SupportEdge Protect for Government 3 YR	1		
1.1	SW-SMIRROR-CLD-ONTAP-ONE	Software,SnapMirror Cloud,ONTAP One	1		
	SW-SMIRROR-CLD	Snapmirror Cloud SW	1000000		
2.1	SW-S3-SM-ONTAP-ONE	Software,ONTAP One	1		
	SW-S3-SMIRROR	S3 SnapMirror SW	1000000		

Electronic(Wire): Wells Fargo Bank NetApp U.S. Public Sector, Inc. Account#: 4731-XXXXXX Swift Code: WFBJ**** ABA Number: 1210XXXXX San Francisco, CA	Checks: NetApp, Inc. PO Box 840607 Los Angeles CA 90084-0607	Sales Amount Freight Sales Tax/GST Invoice Total	USD USD USD USD
--	--	---	--

Minnesota Exhibit A, Supplement 3
Authorized Partners(s)

Partners authorized to provide goods or services under this Contract are:

Authorized Partner Name and Address	Primary Contact Name and Contact Information
CDW-G Inc. 230 N Milwaukee Ave Vernon Hills, IL 60061	Josh Kurian, Sales Manager joshkur@cswg.com Office 312.705.0352 Cell 847.804.5074
Evolving Solutions 3989 County Rd 116 Hamel, MN 55340	Al Brask, Account Executive al.brask@evolvingsol.com Office 612.715.9337 FAX 847.804.5074
Insight Public Sector 6820 S. Harl Ave. Tempe, AZ 85283	Shawn Wood teamMinnesota@insight.com Office 763.607.2618 FAX 480.760.9899
Paragon Development Systems (PDSIT) 1801 American Blvd East Ste 12 Bloomington, MN 55425	Data Center Sales Team teamdatacenter@pdsit.net 800.966.6090
Xigent Solutions LLC 17200 Medina Road Suite 800 Plymouth, MN 55447	Fred Thomson thomsonf@xigentsolutions.com Office 763.398.6891 FAX 763.208.3860



Hardware

Software

Services

IT Solutions

Brands

Research Hub

ORDER CONFIRMATION

BAO XIONG,

Thank you for choosing CDW•G. We have received [your order](#). Please take a moment to review it for accuracy and completeness.

View Order Online

ORDER #	ORDER DATE	PO #	CUSTOMER #
[REDACTED]	12/26/2019	ISDP-10588	[REDACTED]

IMPORTANT - PLEASE READ

Special Instructions: PRICING VALID THRU [REDACTED]
ISDP-10588

ORDER DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
NetApp - power cable Mfg. Part#: X800E-R6 UNSPSC: 26121604 CONTRACT: # [REDACTED] Contract: [REDACTED]	2	1531991	\$0.00	\$0.00
NetApp DS224C Storage Shelf Enclosure Mfg. Part#: DS224C Contract Release C-871(5) 33 NETAPP ORDERING INSTRUCTIONS CONTRACT VENDOR SWIFT CONTRACT NO. MASTER AGREEMENT NO. TERMS DELIVERY NETAPP CONTRACT: # [REDACTED] [REDACTED] NET 30 30 DAYS EQUIPMENT AWARDED: STORAGE CONTRACT PERIOD: [REDACTED] TO [REDACTED] Contract: [REDACTED]	1	4383336	\$0.00	\$0.00
NetApp 24x3.8TB -QS 12G SSD Disk Shelf Mfg. Part#: DS224C-SL-3.8-24S-QS CONTRACT: #97232 LIST: \$190,875.00 SSD SHLF,12G,24X3.8TB,-QS ; Model: AFF-A300A Contract: Minnesota NetApp NVP Computer Equipment ([REDACTED])	1	4431944	\$67,302.00	\$67,302.00
NetApp MiniSAS HD To MiniSAS HD 2m Cable Mfg. Part#: X66032A UNSPSC: 26121604	2	4341037	\$98.85	\$197.70

ORDER DETAILS (CONT.)

CONTRACT: #97232
Unit List
\$285.00
Contract: Minnesota NetApp NVP Computer Equipment ()

NetApp 4 Post Round Square Hole Rail Kit 1 4483683 \$73.55 \$73.55
Mfg. Part#: X-02659-00
UNSPSC: 24102001
CONTRACT: #
Unit List
\$205.00
Contract: Minnesota NetApp NVP Computer Equipment ()

NetApp - power cable 2 5793624 \$0.00 \$0.00
Mfg. Part#: X800-42U-R6
CONTRACT: #
Contract: MARKET

NetApp All Flash FAS Flash Bundle - license - 0.1 TB capacity 912 5132659 \$133.00 \$121,296.00
Mfg. Part#: SW-FLASHBNDL-ADD-2P-QS
CONTRACT: #
Unit List
\$563.00
Electronic distribution - NO MEDIA
Contract: Minnesota NetApp NVP Computer Equipment ()

NAP SUPPORTEDGE PREM 4HR ONSITE 1 4986722 \$29,125.00 \$29,125.00
Mfg. Part#: DO NOT USE CS-O2-4HR
CONTRACT: #
Unit List
\$63,545.55
exisitng AFF A300A Serial Number:
721833000075 & 721833000076
SUPPORTEDGE PREMIUM 4HR ONSITE, W/O
INSTALL Service Months: 45; Service
Start Date: 11/25/2019; Model:
AFF-A300A
8/31/23
Electronic distribution - NO MEDIA
Contract:

SUBTOTAL	\$217,994.25
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$217,994.25

PURCHASER BILLING INFO	DELIVER TO
Billing Address: RAMSEY COUNTY ACCOUNTS PAYABL 121 7TH PL E STE 2300 SAINT PAUL, MN 55101-2146 Phone: Payment Terms: Net 30 Days-Govt State/Local	Shipping Address: RAMSEY COUNTY 121 SEVENTH PLACE EAST SUITE 2300 SAINT PAUL, MN 55101 Phone: Shipping Method: DROP SHIP-COMMON CARRIER
Please remit payments to:	
CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	



Sales Contact Info

CDW Account Team - Allie and Geoff | (877) 460-2975 | allieandgeoff@cdw.com

LEASE OPTIONS		
FMV TOTAL	FMV LEASE OPTION	BO LEASE OPTION
\$217,994.25	\$6,169.24/Month	\$7,093.53/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

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Support



Call 800.800.4239

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

© 2024 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



The copy of the invoice # WGJ7048 you requested is now available. | [View in browser](#)

Hardware Software Services IT Solutions Brands Research Hub

CDW-G Invoice #WGJ7048

Bao Xiong,

Thank you for choosing CDW-G. The Invoice # [REDACTED] from 12/27/2019 you requested is detailed below. The total amount of **\$217,994.25** is due by **01/26/2020**.

Please remit payment to:

CDW Government 75 Remittance Drive, Suite 1515 Chicago, IL 60675 1515

Order #	Order Date	PO #	Customer #
[REDACTED]	12/26/2019	[REDACTED]	[REDACTED]

Due Date	Amount Due
01/26/2020	\$217,994.25

Order Details						
Item	Order Qty	Ship Qty	Open Qty	Unit Price	Ext. Price	

**NETAPP POWER CABLE
NORTH AMERICA,R6**

Mfg. Part#: X800E R6

CDW #: 1531991

Contract:

MARKET

CONTRACT: # [REDACTED]

NETAPP DS224C

Mfg. Part#: DS224C

CDW #: 4383336

Contract:

MARKET

Contract Release C 871(5), 33, NETAPP ORDERING INSTRUCTIONS, CONTRACT VENDOR

SWIFT CONTRACT NO., MASTER AGREEMENT NO., TERMS DELIVERY, NETAPP, CONTRACT:

[REDACTED], [REDACTED] NET 30 30 DAYS, EQUIPMENT AWARDED: STORAGE, CONTRACT

PERIOD: [REDACTED]

**NETAPP SSD SHELF 12G
24X3.8TB -QS**

Mfg. Part#: DS224C SL 3.8 24S QS

CDW #: 4431944

Contract:

MINNESOTA NETAPP NVP COMPUTER

[REDACTED] [REDACTED]

CONTRACT: # [REDACTED], LIST: \$190,875.00, SSD SHLF,12G,24X3.8TB,-QS ; Model:, AFF-

A300A

Serial Numbers: SHFGD1951000167

**NETAPP 2M MSAS HD/HD
12GB FAS2650A**

2	2	0	\$98.85	\$197.70
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Mfg. Part#: X66032A
CDW #: 4341037
Contract:
MINNESOTA NETAPP NVP COMPUTER
[REDACTED]
CONTRACT: # [REDACTED], Unit List, \$285.00

<u>NETAPP RAIL KIT 4 POST RND SQ-HOLE</u>	1	1	0	\$73.55	\$73.55
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Mfg. Part#: X-02659-00
CDW #: 4483683
Contract:
MINNESOTA NETAPP NVP COMPUTER
[REDACTED]
CONTRACT: # [REDACTED], Unit List, \$205.00

<u>NETAPP PWR CABLE IN- CABINET C13-C14</u>	2	2	0	\$0.00	\$0.00
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Mfg. Part#: X800 42U R6
CDW #: 5793624
Contract:
MARKET
CONTRACT: # [REDACTED]

<u>NETAPP ONTAP PER-0.1TB FLASH BUNDLE</u>	912	912	0	\$133.00	\$121,296.00
---	-----	-----	---	-----------------	---------------------

Mfg. Part#: SW-FLASHBNDL-ADD-2P-
QS
CDW #: 5132659
Contract:
MINNESOTA NETAPP NVP COMPUTER
[REDACTED]
CONTRACT: # [REDACTED], Unit List, \$563.00, Electronic distribution - NO MEDIA

<u>NAP SUPPORTEDGE PREM 4HR ONSITE</u>	1	1	0	\$29,125.00	\$29,125.00
---	---	---	---	--------------------	--------------------

Mfg. Part#: DO NOT USE CS O2 4HR
CDW #: 4986722
Contract:
MARKET
CONTRACT: # [REDACTED], Unit List, \$63,545.55, exisitng AFF A300A Serial Number:,
721833000075 & 721833000076, SUPPORTEDGE PREMIUM 4HR ONSITE, W/O, INSTALL
Service Months: 45; Service, Start Date: 11/25/2019; Model:, AFF A300A, 8/31/23,
Electronic distribution - NO MEDIA

Subtotal	\$217,994.25
Sales Tax	\$0.00
AMOUNT DUE	\$217,994.25

Purchaser Billing Info	Deliver To
------------------------	------------

Billing Address: RAMSEY COUNTY ACCOUNTS PAYABL 121 7TH PL E STE 2300 SAINT PAUL, MN 55101-2146 Payment Terms: Net 30 Days-Govt State/Local	Shipping Address: RAMSEY COUNTY ATTN: [REDACTED] 121 SEVENTH PLACE EAST SUITE 2300 SAINT PAUL, MN 55101 Shipping Method: DROP SHIP-COMMON CARRIER
---	---

2 ways to GO GREEN with CDW-G! Paperless billing and electronic payment transmission

- **TRANSMIT PAYMENTS ELECTRONICALLY** — Eliminate the hassle of paper checks by utilizing ACH for electronic bill pay.
EMAIL REMITTANCE TO: gachremittance@cdw.com
ACH INFORMATION: The Northern Trust, 50 South LaSalle St., Chicago, IL 60675
ROUTING NO.: 071000152 | **ACCOUNT NAME:** CDW Government | **ACCOUNT NO.:** 91057
- **PAPERLESS BILLING NOW AVAILABLE** — If you would like to start receiving your invoices as an emailed PDF, please contact us at paperlessbilling@cdw.com. Please include your customer number or an invoice number in your request for faster processing.



Sales Contact Info

Geoff Strom | (312) 547-2244 | allieandgeoff@cdw.com

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AS-I:001 | iSeries 004 | Customer#: 4449807 | ACC5600B-03541AB6-846D0004-AC1F3043



NetApp A150 Drive Pack

Quote #001536 v1

Prepared For:

City of Alexandria

704 Broadway
Alexandria, MN

P:

E:

Prepared by:

Evolving Solutions, Inc

Al Brask
3989 Cty Rd 116
Medina, MN 55340

P: (612) 715-9337

E: al.brask@evolvingsol.com

Date Issued:

03.12.2024

Expires:

04.11.2024

Quote Summary	Amount
Hardware	\$13,279.44
Total:	\$13,279.44

Hardware

NASPO MA# 23025

Expected MN PA# 240322

Min Discount 16.35% except for category Y

NetApp US Public Sector, Inc. NASPO ValuePoint Master Agreement: 23025			
Category Code	Description	NetApp Product Category Codes	Discount off List Price
3B	Band 3	A, B, C, D, D1, D2, E, F1, F2, F3, G1, G2, H, J, K, L, M, N	16.35%
3B-1	Exception 1	Y	1%
3T	Third Party	C, H, L, S, T	16.35%
S-1	Professional Services	P	16.35%
S-2	Product Cloud Services & Related Services	Y	1%
S-3	Support Services	C, P, R, R1, R2, R3, R4, R5, S, T, T1, T2, V, W	16.35%

Manufacturer Part Number	Product Description	Qty	Ext List Price	Unit List Price	Price	Ext. Price
X4032A-CF-2-C	DRIVE PACK,NVME,SED,CF,2X15.3TB,-C	1	\$15,875.00	\$15,875.00	\$13,279.44	\$13,279.44
					Subtotal:	\$13,279.44



Standard Quote Terms

- Standard payment terms are Net 30, unless otherwise agreed to in writing.
- For Software Products, Customer shall be bound by the Licensor's software license agreement (Software License) for such Products.
- For Hardware Products, Customer shall be bound by the Manufacturer's specifications and documentation; Customer relies solely on Manufacturer's specifications and not any statements or specifications from Evolving Solutions
- Any warranty for Products is as specified by the applicable Licensor for Software Products or Manufacturer for Hardware Products; Evolving Solutions expressly disclaims any implied warranties of fitness for a particular purpose or merchantability; Evolving Solutions will pass through to Customer any such Products warranty from the Licensor and/or Manufacturer.
- Products may not be returned except as expressly authorized by the applicable Licensor and/or Manufacturer.
- Multi-year Software Subscription contracts cannot be canceled, unless otherwise agreed to in writing or allowed by the Licensor.
- Customer acknowledges and agrees that Customer's signature on this Quote or issuance of a purchase order referencing this Quote indicates Customer's acceptance of the terms and conditions specified herein.



Evolving Solutions, Inc.
3989 County Road 116
Hamel, MN 55340
Phone: (763) 516-6500
Fax: (763) 516-6555

Invoice
#202852
03/12/2024

Bill To

City of Alexandria
704 Broadway
Alexandria, MN

Ship To

City of Alexandria
704 Broadway
Alexandria, MN

TOTAL

\$13,279.44

Due Date: 04/12/2024

Client Contact

Contact Number

408.328.3710

PO #	Ship Via	Terms	Due Date	Sales Rep	Project
Quote #001536 v1		Net 30	04/12/2024	Brask, Al	

Quantity	Item	Unit Price	Amount
1	X4032A-CF-2C Drive Pack, NVME, SED, CF, 2X15.3TB,-C	\$13,279.44	\$13,279.44

Subtotal	\$13,279.44
Shipping	\$0.00
Tax Total	\$0.00
Total	\$13,279.44



202852



INSIGHT PUBLIC SECTOR SLED
6820 S HARL AVE
TEMPE AZ 85283-4318
Tel: 800-467-4448

Exhibit A, Supplement 2 Sample Quote and Invoice

SOLD-TO PARTY 10246016

MN IT
658 CEDAR ST RM 510
SAINT PAUL MN 55155-1603

SHIP-TO PARTY

MN IT
658 CEDAR ST RM 510
SAINT PAUL MN 55155-1603

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Insight Assigned Carrier/Ground
Terms of Delivery : FOB DESTINATION
Currency : USD

Sample Quotation

Quotation Number : 221333555
Document Date : 02-JUL-2019
PO Number :
PO Release :
Sales Rep : Shawn Wood
Email : SHAWN.WOOD@INSIGHT.COM
Telephone : 6515236161
Sales Rep 2 : Jo Schmitt
Email : JO.SCHMITT@INSIGHT.COM
Telephone : 4801115016

Material	Material Description	Quantity	Unit Price	Extended Price
X1960-R6	NetApp Cluster Switch, Interconnect, 16Pt, 10Gb, PTSX NETAPP AGENT - STATE OF MINNESOTA NASPO VALUEPOINT COMPUTER EQUIPMENT # 97232 MSRP: 5075.00 Discount: 16.5%	1	4237.62	4237.62
Product Subtotal				4237.62
TAX				0.00
Total				4237.62

Thank you for considering Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Shawn Wood
6515236161
SHAWN.WOOD@INSIGHT.COM
Fax 4807609899

Jo Schmitt
4801115016
JO.SCHMITT@INSIGHT.COM
Fax 4807606219

Regarding tariff impacts on IPS contract quotes, Insight is communicating with the contract holder to minimize the impact of these tariffs to our clients.

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

The U.S. government has imposed tariffs on technology-related goods. Many of Insight's OEM and distribution partners have notified Insight that these tariffs will result in frequent and significant price increases. Some of our major partners have already provided Insight with cost increases, in some instances multiple times per day, while other providers are still assessing their situations. Due to the situation it is possible this quote may be subject to cost changes for Insight which will necessitate changes to the quoted pricing, or withdrawal of the quote.

Ship To 10246016

MN IT
658 CEDAR ST RM 510
SAINT PAUL MN 55155-1603

Page 1 of 2



Invoice

Invoice No. 1100771684	Date: 21-FEB-2024	Sales Order No. 327651642	Account No. 10246016	Payment Terms Net 30 days	Due Date 22-MAR-2024	Sales Rep Name Shawn Wood	Account Clerk: Catherine McCaulley
PO No. SAMPLEORDER/INVOICE	PO Release No:			Contract No.	State Contract No.	Ship Via Electronic Delivery/ESD	
FEIN: 36-3949000	Service Order No			Service Rep Name		Original Invoice No	

Register for Electronic Invoicing at www.insight.com/einvoice

Material	Material Description	Qty	Unit Price	Extended Price
*T SVCVN-NDO-X190005	SERVICE BROADCOM,24X7XNBD,PARTS ONSITE - Coverage Dates: 20-FEB-2024 - 20-FEB-2025 License Type: Maintenance and Support Media Type: ESD NETAPP AGENT - STATE OF MINNESOTA NASPO PC HARDWARE(# /) List Price: 4500.00 Discount: 16.500%	1	3,757.50	3,757.50

Sub Total	3,757.50
Ttl Freight Charge	0.00
TAX	0.00
Total Amount Due	3757.50
Currency	USD

(T) Denotes taxable item * Denotes non-shippable item



Please Remit To:
Insight Public Sector, Inc.
P.O. Box 731072
DALLAS TX 75373-1072

Ship To 10246016
MN IT
658 CEDAR ST RM 510
SAINT PAUL MN 55155-1603

Send address changes to addresschange@insight.com
For proper credit, please return this portion with payment.

ACCOUNT NO	10246016
INVOICE DATE	21-FEB-2024
INVOICE NUMBER	1100771684
BALANCE DUE	3,757.50
Amount Paid	
CURRENCY	USD

Bill to: 40152061
MNIT SERVICES - FINANCIAL
2ND FL/CENTENNIAL OFFICE BLDG
658 CEDAR ST
SAINT PAUL MN 55155-1603

Please remit electronically to:
Insight Public Sector, Inc
c/o JPMorgan Chase
Account: 816365761
Swift code: chasus33
Wire ABA: 021000021
ACH ABA: 124001545

001024601601100771684500003824201497000000000000000



Ship To 10246016
MN IT
658 CEDAR ST RM 510
SAINT PAUL MN 55155-1603

Invoice

Invoice No. 1100771684	Date: 21-FEB-2024	Sales Order No. 327651642	Account No. 10246016	Payment Terms Net 30 days	Due Date 22-MAR-2024	Sales Rep Name Shawn Wood	Account Clerk: Catherine McCaulley
PO No. SAMPLEORDER/INVOICE	PO Release No:			Contract No.	State Contract No.	Ship Via Electronic Delivery/ESD	
FEIN: 36-3949000				Service Order No	Service Rep Name	Original Invoice No	

Register for Electronic Invoicing at www.insight.com/einvoice

Material	Material Description	Qty	Unit Price	Extended Price
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THANK YOU FOR YOUR ORDER.
FOR ALL INQUIRIES PLEASE CALL 800-934-4477.
The Terms and Conditions and Return Policy and Procedures set forth on
www.ips.insight.com/TermsandConditions are specifically incorporated herein unless purchase is being made pursuant to a separate
written agreement in which case the terms of the separate written agreement shall govern.



PDS, A Converge Company
N57 W39605 Hwy 16
Dock 4
Oconomowoc, Wisconsin 53066
United States
(P) 262-569-5300

Jason Ligday | Account Director
651.491.8928 | jligday@pdsit.net

Quote (Open)	
Date Mar 07, 2024 09:38 AM CST	Expiration Date 04/06/2024
Modified Date Mar 07, 2024 11:32 AM CST	
Quote # 2294333 - rev 1 of 1	
Description NetApp Sample Contract Quote	
SalesRep Wayne, Lindsay (P) 952-405-2612	
Customer Contact NA	

Customer	Bill To	Ship To	Payment Method
Red Customer (ID9430) NA 1823 Executive Dr Oconomowoc, WI 53066 United States (P) 4145695300 (F) 2629382155	Red Customer Payable, Accounts 1823 Executive Dr MINNEAPOLIS, MN 55555 United States (P) 4145695300 (F) 2629382155	Red Customer Receiving, Shipping 9801 W. Higgins Rd 5th Floor Minneapolis, MN 55555 United States (P) 4145695300 (F) 2629382155	Terms: Purchase Order (Net 30)

#	Description	Part #	List Price	% off List	Qty	Unit Price	Total
1	AFF-A150,Express Pack NetApp - pds #: 434802	AFF-A150-EXPRESS-PACK	\$0.00	0.00%	1	\$0.00	\$0.00
2	AFF A15024X960GBSoftware AdvNVE UTA NetApp - pds #: 434807	AFF-A150-EXP-PACK-106	\$135,515.51	80.78%	1	\$26,049.21	\$26,049.21
3	AFF A150 Core+DP Bundle NetApp - pds #: 434813	AFF-A150-003-EP	\$0.00	0.00%	2	\$0.00	\$0.00
4	Rail Kit,4-Post,RND/SQ-Hole,ADJ,24-32,-C NetApp - pds #: 371977	X-02659-00-N-C	\$0.00	0.00%	1	\$0.00	\$0.00
5	Cabinet Component Power Cable,-C,R6 NetApp - pds #: 250394	X800-42U-R6-C	\$0.00	0.00%	2	\$0.00	\$0.00
6	1m SFP+ to SFP+ cable -factory integrated NetApp - pds #: 789154	X-SFP-H10GB-CU1M-R6-N-C	\$0.00	0.00%	1	\$0.00	\$0.00
7	4Hr Parts Replacement NetApp - pds #: 372251	CS-4HR-REPLACEMENT	\$4,065.47	34.17%	1	\$2,676.11	\$2,676.11
8	SupportEdge Advisor NetApp - pds #: 372252	CS-G1-SE-ADVISOR	\$20,327.33	34.17%	1	\$13,380.54	\$13,380.54
9	Cable,10GBase Copper SFP+ 3m NetApp - pds #: 610618	X-SFP-H10GB-CU3M-R6	\$125.82	28.84%	8	\$89.53	\$716.24

NetApp, NASPO # [REDACTED] (Swift Contract # [REDACTED])	Subtotal:	\$42,822.10
	Tax (.0000%):	\$0.00
	Shipping:	\$0.00
	Total:	\$42,822.10
	(List Price:	\$160,914.87)

Terms and Conditions

This quote, the use of the products and services quoted, and any third party Agreements or Terms and Conditions are subject to the State of Minnesota Contract noted within this document including any Contract Addenda.

Please contact your sales team with additional questions.



Paragon Development Systems, Inc.
N57W39605 State Road 16
Oconomowoc, WI 53066

Website: www.convergetp.com
Phone: 262-569-5300
Email: pds.payment@convergetp.com

INVOICE

Invoice Date: 3/7/2024	BILL TO :	SHIP TO :
Invoice No.: 15170858	Red Customer	Attn: Valued Client, POXXXXX
Terms: Net 30	1823 Executive Drive	Red Customer
Due Date: 4/6/2024	Minneapolis, MN 55555	9801 W. Higgins Rd
Customer No.: ID9430	United States	5th Floor
		Minneapolis, MN 55555
		United States

PDS Order No.	Order Date	Customer PO No.	Quote No.	Ship Via	
2294333	3/7/2024	POXXXXX		FedEx Ground®	
Quantity		Item No.	Description	Unit Price	Total
Ordered	Shipped				
1	1	434802	AFF-A150,Express Pack	\$0.00	\$0.00
		AFF-A150- EXPRESS-PACK			
1	1	434807	AFF A15024X960GBSoftware AdvNVE UTA	\$26,049.21	\$26,049.21
		AFF-A150-EXP- PACK-106			
2	2	434813	AFF A150 Core+DP Bundle	\$0.00	\$0.00
		AFF-A150-003-EP			
1	1	371977	Rail Kit,4-Post,RND/SQ-Hole,ADJ,24-32,-C	\$0.00	\$0.00
		X-02659-00-N-C			
2	2	250394	Cabinet Component Power Cable,-C,R6	\$0.00	\$0.00
		X800-42U-R6-C			
1	1	789154	1m SFP+ to SFP+ cable -factory integrated	\$0.00	\$0.00
		X-SFP-H10GB- CU1M-R6-N-C			
1	1	372251	4Hr Parts Replacement	\$2,676.11	\$2,676.11
		CS-4HR- REPLACEMENT			
1	1	372252	SupportEdge Advisor	\$13,380.54	\$13,380.54
		CS-G1-SE- ADVISOR			
8	8	610618	Cable,10GBase Copper SFP+ 3m	\$89.53	\$716.24
		X-SFP-H10GB- CU3M-R6			



A CONVERGE COMPANY

Comment:

Paragon Development Systems, Inc.
N57W39605 State Road 16
Oconomowoc, WI 53066

Website: www.convergetp.com
Phone: 262-569-5300
Email: pds.payment@convergetp.com

Invoice subtotal	\$42,822.10
Invoice Total	\$42,822.10
Amount Due	\$42,822.10

NetApp, NASPO # [REDACTED] **(Swift Contract #**

[REDACTED])

PDS retains the right to charge interest at the legally allowable rate on all undisputed amounts aged beyond NET current. For warranty and return guidelines, please go to our website at www.pdsit.net or contact our Client Care department at 262-569-5300. For sales related questions, please contact lindsay.wayne@convergetp.com.

ACH Delivery:
Remit detail to: pds.payment@convergetp.com
Bank Routing #: 072000326
Account #: 868552552
Account Name: Paragon Development Systems, Inc.

Please remit payment to:
C/O Paragon Development Systems, Inc.
PO Box 772990
Detroit, MI 48277-0990



Met Council - NetApp E-Series Refresh

Contract Number - NASPO Contract [REDACTED]

Quote # 000000

Version 2

Expiration Date: 12/22/2023

Prepared for:

Metropolitan Council

Customer Name

customer.name@metc.state.mn.us

Hardware/Maintenance

Manufacturer Part Number	Product Description	Qty	List Each	% Off List	Price Each	Ext. Price
	ebcfsvideo1					
E2860	Header line	1	\$0.00	0.00%	\$0.00	\$0.00
E-X5730B-0E-C	Enclosure,4U-60,DE460C,Empty,2PSU,2325W,0E,-C	1	\$18,241.36	67.15%	\$5,992.37	\$5,992.37
E2800A-32GB-FC-0E-C	E2800A,32GB Cntrlr,No HIC,16Gb FC,2-pt,-C	2	\$8,644.38	69.89%	\$2,602.78	\$5,205.56
	Section Subtotal					\$11,197.93

Product Terms & Conditions

This quotation/confirmation of sale (the "**Sales Confirmation**") and the terms and conditions (the "**Terms**" and collectively, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. The Terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

By executing this Sales Confirmation, below, Buyer is expressly acknowledging that it has reviewed, and accepts, the Terms which are found [HERE](http://www.xigentsolutions.com/terms) (www.xigentsolutions.com/terms). Such Terms are hereby incorporated as part of the Agreement by this reference. Buyer further expressly acknowledges that the signing party, below, is an authorized representative of Buyer's company with requisite authority to bind Buyer's company to the Agreement.

The parties to this Agreement agree that any electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. "Electronic Signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures pursuant to the Minnesota Uniform Electronic Transactions Act (Minn. Stat. Ann. § 325L.01 et seq.) as amended from time to time.

Met Council - NetApp E-Series Refresh

Prepared by:

Xigent Solutions, LLC
Fred Thomson
763-398-6891
fred.thomson@xigentsolutions.com

Prepared for:

Metropolitan Council
390 Robert St N
Saint Paul, MN 55101
Customer
(###) ###-####
customer@metc.state.mn.us

Quote Information:

Quote #: 000000
Version: 2
Delivery Date: 12/04/2023
Expiration Date: 12/22/2023

Quote Summary

Description	Amount
Hardware/Maintenance	\$11,197.93
Total: \$11,197.93	

The sales tax listed is only an estimate. We will assess the final applicable sales and local taxes on your actual Invoice

Metropolitan Council

Signature: _____
Name: Customer
Date: _____



REMIT TO:
XIGENT SOLUTIONS, LLC
CB Box 176
PO Box 9202
Minneapolis, MN 55480-9202

INVOICE #
AMOUNT DUE
PURCHASE ORDER
TERMS
DATE
DUE DATE
SO#
STATE CONTRACT #

Net 30 Days

BILL TO:
(Customer name & Address)

SHIP TO:
(Customer name & address)

QTY	Part #	Description	List Each		Contract Discount	Price Each	Extended Price
					0.00%	0.00	0.00
						Line Items Total	0.00
						Freight Charge	
						Sales Tax	
						Invoice Total	0.00
						Amount Due	\$0.00