

**TO:** Thomas Thomas, City Manager

**Number:** CY16-004

**SUBJECT:** Shared Server Storage

**Date:** 2/16/2016

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Included in the CY2016 budget is a line item to replace certain aged server equipment. One item in particular that the IT Department has been evaluating for several months is shared storage. Shared storage is data storage that is designed to meet the high availability requirements of the modern data center as well as offer a number operational benefits. After evaluating several manufacturers equipment and comparing the price point per terabyte, a solution from Nimble Storage Systems and local vendor Ticomix has shown to be the overall best solution for the City of Rock Island. The solution is a fundamental building block of the IT Department's strategy to provide high quality services for the applications hosted on city premises.

The Nimble solution is available to purchase via the NASPO (formerly WSCA) ValuePoint Cooperative Purchasing Program, equivalent to the State contracts. This purchasing method is accepted in several states throughout the country and requires no minimum purchases by participating in the program. A participating entity addendum model is included for your review.

**Recommendation:**

The Information Technology Department recommends that the City Council authorize the City Manager to purchase and pay Ticomix \$29,320.16 via the NASPO cooperative purchasing program and sign the participating addendum through requisition number R005950.

**Vendor:** 15603 - Ticomix

**Payment Amount:** \$29,320.16

**Account Chargeable:**

**Fund:** 101 General Fund

**Division/Cost Center:** 256081 Information Technology

**Object Class:** 52406 Computer Equipment

**Project Number:** 0000223 Gaming

**Requisition Number:** R005950

**Submitted by:** Timothy Bain, IT Director

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**APPROVED:** Thomas Thomas, City Manager

# Nimble Storage CS-Series Arrays: Building Blocks of the Adaptive Flash Platform

Nimble Storage CS-Series arrays are the building blocks of Adaptive Flash, a storage platform that dynamically and intelligently allocates storage resources to satisfy the changing needs of business-critical applications.



Adaptive Flash is based on CASL™, Nimble’s patented Cache Accelerated Sequential Layout architecture, and InfoSight™, its data sciences-based approach to the storage lifecycle. CASL allows performance and capacity to be scaled seamlessly and independently. InfoSight leverages the power of deep-data analytics to deploy storage resources as needed by business-critical applications.

## Nimble Storage CS-Series Arrays

Any Nimble Storage array can be scaled to enterprise levels of performance and capacity.

**The CS210, CS215, and CS235** provide value and capacity for small to medium-sized IT organizations or remote offices, for workloads such as Microsoft Exchange and VDI.

**The CS300** is ideal for midsize IT organizations or distributed sites of larger organizations. It offers the best capacity per \$ for workloads like Microsoft applications, VDI, or virtual server consolidation. The CS300 delivers 1.6x more IOPS than the CS235.

**The CS500** offers advanced performance for larger-scale deployments or IO-intensive workloads, like larger-scale VDI, and Oracle or SQL Server databases, and provides the best performance and IOPS per \$. The CS500 achieves 5x the performance of the CS235.

**The CS700** is designed for consolidating multiple large-scale critical applications with aggressive performance demands. It delivers approximately 7x the IOPS of the CS235.

All Nimble Storage arrays support the iSCSI storage protocol. Fibre Channel protocol support is available with the CS235, CS300, CS500, and CS700.

## Scale-to-Fit with Scale-Out Architecture

CASL’s scale-to-fit capability allows performance and capacity to be scaled seamlessly and independently to meet the growing demands of today’s enterprise applications. Capacity can be scaled to hundreds of terabytes by simply adding disk shelves while performance can be enhanced by adding CPU cores for greater overall throughput or additional solid state drives (SSDs) for enhanced read performance. Performance and capacity can even be seamlessly scaled beyond a single array to a cluster of up to any four Nimble Storage arrays.

## Integrated Data Protection

Data protection is built into every Nimble Storage array, eliminating the inefficiency associated with managing primary and backup storage tiers. Nimble arrays use advanced data protection features including frequent point-in-time snapshots and WAN-efficient replication.

## InfoSight and Proactive Wellness

InfoSight is a key component of the Adaptive Flash platform, offering expert guidance on scaling. InfoSight monitors all Nimble arrays, collectively and individually, from the cloud, using the data it collects to pinpoint problems — and offer remedies — before they can bring systems down.

In addition to InfoSight, Nimble offers these key support benefits: access to 24x7 technical support; 4-hour, or next business day, parts delivery; always-on monitoring and response; and frequent software updates.

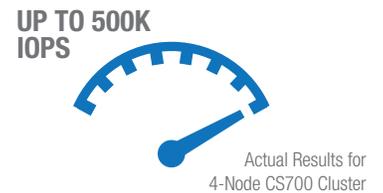
“Our customers see large data sets, small data sets and diverse workloads. Nimble’s CS700 and all-flash expansion shelf combine to offer customers a means of covering lots of ground in terms of both performance and capacity, within an attractively small datacenter footprint.”

Jeff Thomas  
Director of IT operations  
MarkLogic

## Our Customers Require Up To 10x Less Rackspace



## Our Customers Get Blazing Performance



## Our Customers Enjoy Virtually Zero Downtime



## Product Specifications

Product Family	Ultimate Performance Scale-Out Cluster <sup>1,7</sup>	Extreme Performance Family					High Performance Family					Base Performance Family					Value Array Family		
Nimble CS-Series Array	4x CS700	CS700					CS500					CS300					CS210	CS215	CS235
Raw Disk Capacity, Base (TB) <sup>2</sup>	2,448	12	24	36	48	72	12	24	36	48	72	12	24	36	48	72	8	12	24
Min. Usable Capacity (TB) <sup>4</sup>	1,784	8	16	25	33	50	8	16	25	33	50	8	16	25	33	50	4	8	16
Effective Capacity, Base (TB) <sup>2</sup>	1,784- 3,568	8-16	16-32	25-50	33-66	50-100	8-16	16-32	25-50	33-66	50-100	8-16	16-32	25-50	33-66	50-100	4-8	8-16	16-32
Effective Capacity, Maximum (TB) <sup>2,3,5</sup>	3,568	808	824	842	858	892	808	824	842	858	892	808	824	842	858	892	140	302	428
Max Number of Disk Expansion Shelves	24	up to 6					up to 6					up to 6					1	3 <sup>8</sup>	3 <sup>8</sup>
Base/Max Flash Capacity per Array (GB)	30,720	3,200 to 7,680					1,200 to 7,680					480 to 3,840					160 to 640	320 to 1,200	480 to 1,200
Max Supported Flash with All-Flash Shelf (GB)	192,000	38,400					38,400					16,000					NA	NA	NA
Power Requirement (Watts)	13,000	650					600					500					450	500	500

## Expansion Shelves

	HDD Expansion Shelves					SSD Expansion Shelf
	ES1-H25	ES1-H45	ES1-H65	ES1-H85	ES1-H90T	ES1-AFS
Raw Disk Capacity (TB) <sup>2</sup>	15	30	45	60	90	NA
Min. Usable Capacity (TB) <sup>4</sup>	11	23	34	45	66	NA
Effective Capacity (TB) <sup>2,5</sup>	11-22	23-46	34-68	45-90	66-132	NA
Flash Capacity (GB) <sup>9</sup>	160 / 480	300 / 960	600 / 960	1,600	1,920	up to 30.72TB
SAS Connectivity Per Controller	2x 6Gb SAS (2 modules/shelf)					2x 6Gb SAS (2 modules/shelf)
Power Requirement (Watts)	400					200

## Supported Protocols and Network Connectivity

	CS700	CS500	CS300	CS235	CS215	CS210
Supported Protocols	iSCSI Fibre Channel	iSCSI Fibre Channel	iSCSI Fibre Channel	iSCSI Fibre Channel	iSCSI	iSCSI
Number of Available Interface Cards (per array controller)	3	3	3	3	2	2
Dual-port 1GbE (on board) <sup>6</sup>	1 (included)	1 (included)	1 (included)	1 (included)	1 (included)	1 (included)
Dual-port 1GbE (optional)	N/A	2 only	2 only	1 or 2	1 or 2	1 (included)
Dual-port 10GbE (optional)	1 or 2	1 or 2	1 or 2	1 only	1 only	N/A
Dual-port 10GbE SFP+ (optional)	1 or 2	1 or 2	1 or 2	1 only	1 only	N/A
Dual-port 16Gb FC (optional)	2 or 3	1 or 2	1 only	1 only	N/A	N/A
On-Board 6Gb SAS Connectivity Per Controller	2x 4-lane	2x 4-lane	2x 4-lane	2x 4-lane	1x 4-lane	1x 4-lane

## Physical and Environmental Specifications

Dimensions	5.2"H x 17.2"W x 26.5"D 13.2 cm x 43.7 cm x 67.3 cm 3 Rack Units
Weight	76 lbs. / 34.5 kg
Weight (All-Flash Shelf)	55 lbs. / 25 kg
Operating Temperature	50° - 95° F (10° - 35° C)
Non-Operating Temperature	32° - 104° F (0° - 40° C)
Operating Humidity	8 - 90%
Non-Operating Humidity	5 - 95%

### Notes

- Maximum performance configuration consists of 4x CS700 arrays, each with 1x ES1-AFS all-flash expansion shelf and 6x ES1-H85 capacity expansion shelves.
- Raw and effective capacities are calculated using Base 10 (i.e., 1 TB = 1,000,000,000,000 bytes) after excluding space for parity, spares, and system overhead; the range represents 0 to 2x compression.
- Maximum capacity is the capacity of the base array and maximum number of expansion shelves.
- Minimum usable capacity denotes the base capacity available to users once parity, spares and system overhead are deducted from overall raw capacity. Compression increases overall effective capacity.
- Compression rates vary across applications. 2x compression factor reflected in upper range of effective capacity (based on actual compression rates seen by customers.)
- Each array controller has 2x 1GbE ports built in. Additional network interface options vary, per array family.
- Max flash capacity shown accounts for SSD capacity included with each ES1 expansion shelf.
- Max. capacity for CS215 includes two ES1-H90T expansion shelves and one ES1-H25 expansion shelf. Max. capacity for CS235 includes three ES1-H90T expansion shelves (requires NimbleOS 2.3).
- Larger flash capacity listed for ES1-HxxB variants



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 Phone: 877-364-6253; 408-432-9600  
 Email: [info@nimblestorage.com](mailto:info@nimblestorage.com)  
[www.nimblestorage.com](http://www.nimblestorage.com)



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Technology Innovation **Velocity™**

**5642 N. 2nd Street, Loves Park, IL 61111**

t. (815) 847-3400 f. (815)636-1480

# QUOTE

Number AAAQ6428

Date Feb 9, 2016

### Sold To

City Of Rock Island  
Tim Bain  
1528 3rd Ave  
Rock Island, IL 61201  
USA

Phone 309.732.2145  
Fax

### Ship To

City Of Rock Island  
Tim Bain  
1528 3rd Ave  
Rock Island, IL 61201  
USA

Phone 309.732.2145  
Fax

### Your Sales Rep



**John Lawler**

309-306-0045  
John.Lawler@ticomix.com

Terms

P.O. Number

Ship Via

GROUND

Qty	Description	Unit Price	Ext. Price
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### NIMBLE STORAGE - CS215 (10GbaseT)

1	CS215, 2x1 GigE, Dual 10GbaseT, (Qty. 1 pair), 12 x 1TB HDD, 4 x 80GB SSDs	\$25,252.50	\$25,252.50
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*High Performance Storage Products and Technical Specifications  
Nimble Storage CS-Series arrays are the building blocks of the Adaptive Flash platform. Nimble arrays deliver performance and capacity efficiency, seamless scalability and clustering, and feature integrated data protection, data sciences-based management, and support.*

### 12 MONTH NBD SUPPORT

1	NBD Parts Delivery, Software Support & InfoSight - NextGen Arrays	\$1,967.66	\$1,967.66
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### Hardware and Support SubTotal

\$27,220.16

### PROFESSIONAL SERVICES - INSTALLATION AND CONFIGURATION

14	On-Site Professional Services Estimate - Bill Actual	\$150.00	\$2,100.00
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#### 1. Configuring and testing the switches

- Setting up VLANs
- Upgrading Firmware
- Setting up other Basic settings (Usernames/Passwords/Security/Spanning-tree)

Qty	Description	Unit Price	Ext. Price
2.	<i>Configuring and testing Nimble Storage</i>		
	- <i>Upgrading Firmware on unit</i>		
	- <i>Walking through basic interface</i>		
	- <i>Setting up Datastores</i>		
	- <i>Setting up Networking</i>		
3.	<i>Configuring and testing vmware hosts</i>		
	- <i>Updating Hosts to newest patch version if on current major release</i>		
	- <i>Setting up iSCSI network adapter</i>		
	- <i>Creating LUN mapping to Nimble Storage</i>		
	- <i>Setting up other various settings</i>		
4.	<i>VMware overall support</i>		
	- <i>Help with questions on migration</i>		
	- <i>Help with other various issues as they pop up</i>		
5.	<i>Travel</i>		
	<b>Professional Services SubTotal</b>		\$2,100.00
	SPECIAL NIMBLE YEAR END PRICING EXPIRES 1/22/16	SubTotal	\$29,320.16
	SPECIAL NIMBLE PRICING FOR 10g!	Tax	\$0.00
		Shipping	\$0.00
		<b>Total</b>	<b>\$29,320.16</b>

Prices do not include applicable shipping, taxes, and travel expenses for on-site work unless specified. Prices are based on a total purchase and may change without notice. All product sales are final and products are not returnable. All services listed in this Quote are only for estimation purposes unless otherwise indicated. Billable time for services will be based on the actual time spent in providing the services. If the services listed in this Quote are deemed a full project, Ticomix will create a formal Statement of Work (SOW), with specific work tasks and estimated time and costs. This SOW will be presented to you for final approval, after which the project can be scheduled.

Ticomix makes no warranty on products and specifically disclaims any and all warranties, express or implied, including but not limited to any implied warranties with regard to any licensed products. Ticomix shall not be liable for any loss of profits, business, goodwill, or data, nor for interruption of business or for incidental or consequential damages. Any and all warranties of merchantability, fitness for a particular purpose or arising by usage of trade, course of dealing or course of performance are expressly disclaimed by Ticomix.

This Quote shall be void if not accepted within sixty (60) days of the date of this Quote unless a specific expiration date is indicated herein. Payment for software and hardware must be made at the time of order. Upon approval of this proposal, Ticomix will invoice Customer for a deposit equal to 50% of the total fee for estimated services. Once the fee for services provided exceeds the deposit amount, Ticomix will begin invoicing monthly for services provided. Ticomix may impose and collect a delinquency charge of 1.5% per month of any late unpaid amounts due, as well as the cost of any related legal or collection fees incurred.

By signing this Quote, you agree to the terms and conditions herein and acknowledge that you are authorized to purchase the listed products and services.

**Purchase Approval:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# MODEL PARTICIPATING ADDENDUM



**2015-2020**

## **MN NASPO ValuePoint COMPUTER EQUIPMENT**

(Desktops, Laptops, Tablets, Servers, and Storage  
including Related Peripherals & Services)

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## **A. INSTRUCTIONS FOR STATES**

**1. BACKGROUND/SCOPE.** The State of Minnesota, Department of Administration, Materials Management Division publicly posted a Request for Proposal on behalf of the State of Minnesota and NASPO ValuePoint Cooperative Purchasing Program (“NASPO ValuePoint”) resulting in this Master Agreement Award. Evaluation was conducted by a multi-state sourcing team resulting in the Minnesota NASPO ValuePoint Master Agreements with qualified manufacturers for **Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage including related Peripherals & Services)**

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.

Band 1: Desktop	Band 4: Server
Band 2: Laptop	Band 5: Storage
Band 3: Tablet	

The NASPO ValuePoint site provides the original solicitation, responses, award summary, copies of the executed Master Agreements, and contact information for Contract Vendors.

### **2. 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.

**3. EFFECTIVE DATE:** The Master Agreement contract term will begin on TBD or upon final executed signatures through TBD with the option to extend up to 36 months, upon agreement by both parties. Any specific Participating Addendum effective and end dates shall be specified in Section 3 of the Participating Addendum.

**4. PARTICIPATION.** All authorized governmental entities in any State are welcome to use the resulting Master Agreements through NASPO ValuePoint with the approval of the State Chief Procurement Official. A Contract Vendor is able to sign Participating Addendum (PA) at the option of a Participating State. Participating States reserve the right to add State specific terms and conditions and modify the scope of the contract in their Participating Addendum as allowed by the Master Agreement.

**4.1 CHIEF PROCUREMENT OFFICER APPROVAL FOR POLITICAL SUBDIVISIONS.**

As provided in the Memorandum of Agreement for NASPO ValuePoint Cooperative Purchasing Program “Political subdivisions or other eligible entities of states that are not Participating States may participate in NASPO cooperative procurements if permitted by the Chief Procurement Official of the relevant state, working through the Cooperative Organization.”

An email sent to Tim Hay [thay@naspovaluepoint.org](mailto:thay@naspovaluepoint.org) with the following statement will satisfy the requirements for acknowledgment and providing the legal conditions for participating.

“The \_\_\_\_\_ (State Agency Name responsible for State procurement) through this email has no objection if the \_\_\_\_\_ (Requesting Agency’s Name) to Participate in the NASPO ValuePoint PC Contracts.

In some cases states have provided NASPO ValuePoint with either a blanket list of authorized entities or a specific list of entities authorized, under the statutes of that state, to use the NASPO ValuePoint PC contracts.

NASPO ValuePoint will refer to this list as requests from interested Political Subdivisions are received.

**5. PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO MASTER**

**AGREEMENT:** These modifications or additions apply only to actions and relationships within the Participating Entity. 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. Any changes shall be specified in the Participating Addendum.

The Master Agreement Terms & Conditions are intended to be utilized as a baseline. Due to the complexity of the commodity, vendors and individual States, the Master Terms and Conditions may need further consideration when finalizing a Participating Addendum.

States are allowed to negotiate their participating addendum in accordance with individual statutes and policies.

Terms on the Master Agreement that have been negotiated are identified. Best efforts have been made to mark “NEGOTIATED” after any term that has been negotiated from that of the language presented in the original Request for Proposal.

**LISTED BELOW ARE EXAMPLES OF ITEMS STATES AND ENTITIES MAY WANT TO CONSIDER WHEN DRAFTING A PARTICIPATING ADDENDUM:**

**A. STATE SPECIFIC STATUTORY TERMS.** States may add statutory terms required to enter into an agreement. States are to review the Master Agreement terms to ensure there is no conflict as to what your state may accept. The Master Agreement Terms & Conditions are intended to be utilized as a baseline for negotiations.

**B. TERMS AND CONDITIONS.** Terms and Conditions were negotiated with some contract vendors and have been marked "NEGOTIATED". Potential entities should carefully review all terms and conditions and may further negotiate terms in their Participating Addendums to meet their organization's needs. Some key negotiated items include (**BUT ARE NOT LIMITED TO**): Audit, Limitation of Liability, and Indemnification, Title of Product/Software Licensing Terms/Agreements, Warranty, Acceptance, Insurance Intellectual Property, and Payment.

**C. STATE ADMINISTRATIVE FEES.** The Master Agreement allows States to require an Administrative Fee within a Participating Addendum.

**D. CONFIGURATION LIMITS.** The Participating State's Chief Procurement Official may increase or decrease the configuration limits in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule ("PSS"). (**Master Agreement Limits are provided below for State Review**)

Changes to the configuration limits shall be specified in Section 4 of a Participating Addendum.

The dollar limits identified below 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 laptops @ \$10,000 for a total purchase price of \$100,000).

<b>ITEM</b>	<b>CONFIGURATION*</b>
Server	\$500,000
Storage	\$500,000
Desktops	\$ 10,000
Laptops	\$ 10,000
Tablets	\$ 5,000
Peripherals	\$ 5,000
Services	Addressed by each State in participating addendum

\* Configuration is defined as the combination of hardware and software components that make up the total functioning system. Software purchases are considered a part of the configuration limit of the equipment.

**E. RESTRICTIONS.** A Participating State may set further restrictions of products in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule. (**Master Agreement restrictions are provided below for the State's Review.**)

Changes to the restriction limits shall be specified in Section 4 of the Participating Addendum.

### **1. Software**

1. Software is restricted to operating systems and commercial off-the-shelf (COTS) software and is subject to equipment configuration limits.
2. Software is an option which must be related to the procurement of equipment.
3. Software must be pre-loaded or provided as an electronic link with the initial purchase of equipment.
4. Software such as middleware which is not always installed on the equipment, but is related to storage and server equipment (band 4&5) purchased, is allowed and may be procured after the initial purchase of equipment.

### **2. Services**

1. Services must be related to the procurement of equipment.
2. Service limits will be addressed by each State.
3. Wireless phone and internet service is not allowed.
4. Cloud Services including acquisitions structured as managed on-site services are not allowed.
5. Managed Print Services are not allowed.

### **3. Third Party Products.**

1. Contract Vendors can only offer Third Party Products in the bands they have been awarded.
2. Contract Vendor cannot offer products manufactured by another Contract Vendor holding a Minnesota NASPO ValuePoint Master Agreement unless approved by the Lead State.

### **4. Additional Product/Services**

1. Hardware and software required **to solely support** wide area network (WAN) operation and management are not allowed.
2. Lease/Rentals of equipment may be allowed and will be addressed by each State.
3. Cellular Phone Equipment is not allowed.
4. EPEAT Bronze requirement may be waived, on a State case by case basis, if approved by the State's Chief Procurement Officer.

**E. SERVICES.** The Services Discount Schedule in the Master Agreement lists limited services. Additional Services are at the option of the Participating Entity. The Participating Addendum executed by each State is to address service terms.

**F. LEASING/RENTAL ALLOWANCE, PRICING AND TERMS.** The Discount Schedule in the Master Agreement indicates if the Contract Vendor provides leasing. Participating Entities may enter in to lease agreements if they have the legal authority to enter into these types of agreements. All terms and conditions, related to these programs will be detailed in the entities Participating Addendum.

**F. PARTNER UTILIZATION.** Each state represented by NASPO ValuePoint that chooses to participate in this Master Agreement independently has the option of utilizing partners. Only partners approved by the Participating State may be deployed. The participating State will define the process to add and remove partners in their participating addendum and may define the partner's role under the Contract.

**G. REPORTING REQUIREMENTS.** Contract Vendor will utilize the NASPO ValuePoint detailed sales report template to report to individual States. States may also require additional reporting in the Participating Addendum.

**H. EMPLOYEE PURCHASE PROGRAM:** The Contract Vendor may offer discounted products, within the scope of the Master Agreement, to employees of the participating entity as Individual Liabile (IL) accounts ("Employee Purchase Program.") This may include, but not limited to Bring Your Own Devise (BYOD) programs. All terms and conditions, related to the Employee Purchase Program will be detailed in the entities Participating Addendum.

**I. SOFTWARE LICENSING.** The original solicitation stated licensing agreements must be provided upon request. Software licensing may be addressed in individual master agreements and a state may further negotiate. States may further define when software licensing agreements are to be provided to the State for review in the Participating Addendum. States may also choose to restrict Software purchases in the restrictions area of the Participating Addendum.

**J. RECYCLING AND TRADE IN PROGRAMS.** Contract Vendors may provide recycling and trade in programs. All terms and conditions, related to these programs will be detailed in the entities Participating Addendum.

**B. SAMPLE MODEL PARTICIPATING ADDENDUM**  
**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM**  
**Computer Equipment**  
**Administered by the State of Minnesota (hereinafter “Lead State”)**

MASTER AGREEMENT  
Master Agreement No: MNWNC-122  
Nimble Storage, Inc.  
(hereinafter “Contractor”)  
And  
[City of Rock Island]  
(hereinafter “Participating State/Entity”)

Page 7 of 4

1. Scope: This addendum allows for purchase of the following Computer Equipment/Services: **Nimble Storage Products and Services** 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

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

MASTER AGREEMENT  
 Master Agreement No: MNWNC-122  
 Nimble Storage, Inc.  
 (hereinafter "Contractor")  
 And  
 [City of Rock Island]  
 (hereinafter "Participating State/Entity")

Page 2 of 4

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:

(Other modifications or additions apply only to actions and relationships within the Participating Entity.)

**[Replace this with specific changes or a statement that No Changes Are Required – see Part A – Section 5 for example changes]**

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

<u>Contractor</u>	
Name	Mary Reuss
Address	211 River Oaks Parkway, San Jose, CA 95134
Telephone	612-849-2548
Fax	408899-5158
E-mail	mary.reuss@nimblestorage.com

**PARTICIPATING ADDENDUM  
 NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM  
 Computer Equipment**

**Administered by the State of Minnesota (hereinafter "Lead State")**

MASTER AGREEMENT

Master Agreement No: MNWNC-122

Nimble Storage, Inc.

(hereinafter "Contractor")

And

[City of Rock Island]

(hereinafter "Participating State/Entity")

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Participating Entity

Name	City of Rock Island
Address	1528 3rd Ave
Telephone	309-732-2140
Fax	
E-mail	ishelp@rigov.org

**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 Contractor's partners' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement. Approved partners are:

**(List partners here or Put "No Partners Allowed" If no partners are allowed)**

Ticomix

**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:** Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

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

Participating State:	Contractor: Nimble Storage, Inc.
By:	By:
Name:	Name:
Title:	Title:

Date:	Date:

**[Additional signatures as required by Participating State]**

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>

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