

STATE OF MONTANA TERM CONTRACT

Department of Administration
 State Procurement Bureau
 165 Mitchell Building
 PO Box 200135
 Helena, MT 59620-0135
 Phone: (406) 444-2575 Fax: (406) 444-2529
 TTY Users-Dial 711
<http://gsd.mt.gov/>

T.C. #: NASPO ValuePoint AR-214
BROCADE

Title: DATA COMMUNICATIONS PRODUCTS AND SERVICES

CONTRACT TERM	FROM	June 1, 2014	CONTRACT STATUS	NEW (x)
	TO	May 31, 2019		RENEW ()
VENDOR ADDRESS	Brocade 130 Holger Way San Jose, CA 95134		ORDER ADDRESS	
ATTN:	Tania Craythorne		ATTN:	
PHONE:	(408) 333-6226		PHONE:	
FAX:	N/A		FAX:	
E-MAIL:	SLEDTeam@brocade.com		E-MAIL:	

PRICES: Per NASPO ValuePoint Master Agreement

DELIVERY: Per NASPO ValuePoint Master Agreement

TERMS: Per NASPO ValuePoint Master Agreement

REMARKS: This contract was established by the NASPO ValuePoint Cooperative Purchasing Organization. NASPO ValuePoint competitively issues and awards cooperative contracts while leveraging the demand of multiple states to achieve the best possible contracts.

Current pricing schedules may be viewed by going to www.aboutwsca.org clicking on "current contracts", scrolling down to Data Communications Equipment and Associated OEM Maintenance & Training (NASPO ValuePoint -UT), BROCADE, Webpage for NASPO ValuePoint Contracts.

Executive Branch agencies; excluding elected official agencies, SITSD, and the entities identified in §2-17-516, MCA; **may not procure servers, storage, and cloud services.**

This contract is Exclusive for all State Agencies and Non-Exclusive for the University System.

NASPO ValuePoint	 RICK DORVALL, CONTRACTS OFFICER	DATE: 06/24/2014
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AUTHORIZED SIGNATURE

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-20
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT

Brocade

Master Agreement No: AR214
(hereinafter "Contractor")

And

Montana
(hereinafter "Participating State")

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1. Scope: This addendum covers the Data Communications Products and Services 14-20 contracts led by the State of Utah for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize State contracts with the prior approval of the state's chief procurement official.

2. Participation: Use of specific WSCA-NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use State 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. Participating State Modifications or Additions to Master Agreement:

COOPERATIVE PURCHASING: Under Montana law, public procurement units, as defined in 18-4-401, MCA, have the option of cooperatively purchasing with the State of Montana. Public procurement units are defined as local or state public procurement units of this or any other state, including an agency of the United States, or a tribal procurement unit. Unless the bidder/offeror objects, in writing, to the State Procurement Bureau prior to the award of this contract, the prices, terms, and conditions of this contract will be offered to these public procurement units. However, the State Procurement Bureau makes no guarantee of any public procurement unit participation in this contract.

ACCESS AND RETENTION OF RECORDS: Contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of eight years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: Contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

COMPLIANCE WITH LAWS: Contractor shall, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including but not limited to, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act

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of 1978, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by Contractor subjects subcontractors to the same provision. In accordance with 49-3-207, MCA, Contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

NON-COMPLIANCE WITH DEPARTMENT OF ADMINISTRATION REQUIREMENTS: The Department of Administration pursuant to section 2-17-514, MCA, retains the right to cancel or modify any contract, project or activity that is not in compliance with the Department's Plan for Information Technology, the State Strategic Plan for Information Technology, or any statewide IT policy or standard.

NON-EXCLUSIVE CONTRACT: The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is for the convenience of state agencies and is considered by the State Procurement Bureau to be a "Non-exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. The State Procurement Bureau does not guarantee any usage.

REDUCTION OF FUNDING: The State must by law terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance of this contract in a subsequent fiscal period. (18-4-313(4), MCA.) If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, the State shall terminate this contract as required by law. The State shall provide Contractor the date the State's termination shall take effect. The State shall not be liable to Contractor for any payment that would have been payable had the contract not been terminated under this provision. As stated above, the State shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date the State's termination takes effect. This is Contractor's sole remedy. The State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

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REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

VENUE: This interpretation of this Participating Addendum or any order placed against the Master Agreement are governed by the laws of Montana without reference to Montana's conflict of laws principles. The parties agree that any litigation concerning this Participating Addendum or an order placed against the Master Agreement must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

To the extent of a conflict in terms between the WSCA-NASPO Master Agreement and this Participating Addendum, the following descending order of precedence shall apply:

1. Participating Addendum "Statutory Requirements"
2. Participating Addendum (remainder of addendum)
3. WSCA Master Agreement

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

<u>Contractor</u>	
Name	Tania Craythorne
Address	130 Holger Way, San Jose, CA 95134
Telephone	(408) 333-8226
Fax	
E-mail	SLEDTeam@brocade.com

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Participating Entity

Name	Rick Dorvall
Address	125 North Roberts St., Helena, MT 59620
Telephone	406-444-3366
Fax	406-444-2529
E-mail	rickdorvall@mt.gov

5. **Subcontractors:** All Brocade dealers and resellers authorized in the State of Montana, as shown on the dedicated Brocade (cooperative contract) website, are approved to provide sales and service support to participants in the WSCA-NASPO Master Price Agreement. The Brocade dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

6. **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.

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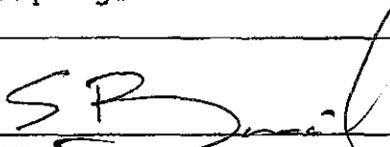
And

Montana

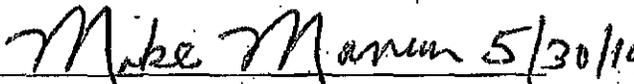
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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: Montana	Contractor: Brocade
By: 	By: 
Name: Steve Baiamonte	Name: Mark Nasiff
Title: Administrator	Title: VP WW SALES Operations
Date: 12 JUN 2014	Date: 6/6/14

Approved as to Legal Content:


Legal Counsel (Date) 5/30/14

Chief Information Officer Approval:


Chief Information Officer (Date) 6/2/14
Department of Administration