PARTICIPATING ADDENDUM
NASPO VALUEPOINT COOPERATIVE PURCHASING PROGRAM
COMPUTER EQUIPMENT (Desktops, Laptops, Tablets and Related Peripherals)
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNWNC-102
Apple Inc.
(hereinafter "Contractor" or "Contract Vendor")
and
State of Nevada
(hereinafter "Participating State/Entity")
(Participating State Contract Number: 8346)

1. **Scope**: This Participating Addendum adds the State of Nevada as a Participating State to purchase COMPUTER EQUIPMENT (Desktops, Laptops and Tablets, including Related Peripherals) led by the State of Minnesota. All governmental entities within the State of Nevada, including all state agencies, the Nevada System of Higher Education, the court system, the Legislative Counsel Bureau and all political subdivisions within the State of Nevada are authorized to utilize contracts the State participates in with the prior approval of the State's Chief Procurement Official (Hereinafter referred to as "Participating Entity"). The Products and Services available under this Participating Addendum include all Products and Services in scope for the Master Agreement. This Participating Addendum does NOT include the purchase of Microsoft products other than operating systems. Individual units/configurations for desktop and laptop units/configurations are not to exceed $10,000 each; tablet and peripheral configurations shall not exceed $5,000 each.

This Participating Addendum, executed by the parties, will be effective as of the last date signed below through March 31, 2017, with the option to extend up to 36 months, upon agreement by both parties. The option of any extensions to the term of the Participating Addendum will be addressed in an amendment to the Participating Addendum as applicable.

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 of Nevada** 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. If a Participating Entity within the Participating State is purchasing under this Participating Addendum, Contractor shall have the right to assume that the Participating Entity has obtained prior approval to do so.

   a. **Political Subdivision Participation**: Participation under this Participating Addendum by political subdivisions (i.e. colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The Contractor agrees to supply Purchasing Entities that are political subdivisions the same terms, conditions and prices as the State.

3. **Order of Precedence:**

   a. The State of Nevada's Participating Addendum (PA); the State of Nevada'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.

b. Minnesota NASPO ValuePoint Master Agreement (includes negotiated terms and conditions);
c. The original RFP solicitation and all amendments; and
d. Contract vendor's response to the solicitation.

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

4. **Participating State Modifications or Additions to Master Agreement:** (These modifications or additions apply only to actions and relationships within the Participating State.)

a. **Purchase Orders:** Orders for Nevada State Agencies will be placed by formal purchase order issued by the Nevada State Purchasing Division. All orders will be shipped promptly in accordance with delivery guarantee and invoices shall be submitted to Nevada State Purchasing for payment. Purchase order numbers shall be clearly shown on all acknowledgements, shipping labels (if possible), packing slips, invoices and all correspondence related to an individual order issued by the Nevada State Purchasing Division. With the exception of computers, laptops or tablets, orders under $5,000.00 may be purchased direct by the using agency.

All purchase orders issued by ordering entities with the jurisdiction of this Participating Addendum must include the Participating Addendum number: 8346 and the Master Agreement number MNWNC-102 on the order.

b. **Software:** Software is restricted to operating systems and commercial off-the-shelf (COTS) software and is subject to equipment configuration limits. Software purchases are considered a part of the configuration limit of the equipment; software must be related to the

procurement of the equipment and must be made at the time of the equipment purchase. Software must be pre-loaded or provided as an electronic link with the initial purchase of the equipment. Other than operating systems, all Microsoft product licenses and software must be purchased from the State's **mandatory** Microsoft Select Master Agreement.

c. **Restrictions:**

1. Hardware and software required to solely support wide area network (WAN) operation and management are not allowed.
2. Wireless phone and internet service is not allowed.
3. Cloud Services including acquisitions structured as managed onsite services are not allowed.
4. Managed print services are not allowed.
5. Standalone purchases of software, other than middleware related to equipment purchases, are not allowed.

d. **Jurisdiction and Venue:** This Participating Addendum, its amendments and supplements thereto, shall be governed by the laws of the State of Nevada. Venue for all legal proceedings arising out of the Participating Addendum, or breach thereof, shall be in the State or Federal Court with competent jurisdiction in Carson City, Nevada.

e. **Termination of the Participating Addendum:** This Participating Addendum may be canceled by the State of Nevada, Purchasing Division at any time, with or without cause, upon 30 days written notice to the contract vendor. In the event the contract vendor is in default, the contract is subject to immediate cancellation to the extent allowable by applicable law. In the event of such a cancellation, the contract vendor shall be entitled to payment, for services satisfactorily performed and products ordered and shipped from the date that the cancellation has been received by contract vendor. This Participating Addendum may be canceled by the contract vendor upon 60 days written notice to the State of Nevada, Purchasing Division.

f. **Services:** All **onsite** services such as installation, de-installation, training or ongoing maintenance, excluding warranty and break/fix support, requested by State agencies will require the implementation of an Independent Contract for Services per NRS 333, NAC 333 and SAM 0300. Services must be related to the procurement of equipment.

g. **Delivery:** Contractor will use commercially reasonable efforts to ship all orders designated for shipment within 30 days after receipt of order for all products. Shipping terms are FOB destination, shipping and handling prepaid by the Contractor to the address, receiving dock or warehouse as specified on the ordering agency's purchase order. In those situations in which the "deliver to" address has no receiving dock or agents, the Contract Vendor must be able to deliver to the person specified on the PO without additional cost. If there is a special case where an inside delivery fee must be charged, the Contract Vendor will notify the customer in advance in order for the customer to determine if the additional cost will affect the decision to utilize the Contract Vendor. Additional delivery charges will not be allowed for backorders. All sales are final except as provided in Contractor's Limited Warranty.

h. **Payment:** Contractor has sole discretion in accepting or rejecting orders from Participating Entities or Purchasing Entities based on such Entity's ability to demonstrate financial ability to pay for orders placed under this Participating Addendum. The State generally pays within 30 days upon receipt of invoice and the using agency's approval. Per the State's policy and procedures, payments are not made prior to receipt of goods. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail, EFT or via a State or political subdivision "Purchasing Card" with no additional charge.

i. **Evaluation Equipment:** If the contractor, by mutual agreement with the Participating Entity, wishes to allow the use of equipment for the purposes of evaluation or testing prior to purchase, these "try and buy" acquisitions must be approved in writing by the Purchasing Division **prior** to the evaluation period per SAM 1511.0 (5) and pursuant to the terms and conditions of the Apple Equipment Loan Agreement, which the contractor will provide upon request. Final purchases of the equipment shall comply with the terms of the Master Price Agreement, Participating Addendum and approval of the Purchasing Division.

j. **State of Nevada Quarterly Reporting:** Contractor shall submit quarterly sales reports, which coincide with the Apple fiscal calendar to the Contracting Officer assigned by the State to manage this agreement. The contractor shall provide the State of Nevada with an electronic usage report (Excel) which will list, at a minimum: purchasing entity, purchase order number, item description, invoice date, invoice price, and extended price for each transaction. These reports are due 30 days after the end of the quarter

First Quarter:	July through September, due October 31
Second Quarter:	October through December, due January 31
Third Quarter:	January through March, due April 30
Fourth Quarter:	April through June, due July 31

k. Purchasing cards are **not** authorized for purchases made by State agencies for any desktops, laptops, tablets, servers, storage or ruggedized devices.

5. **Lease Agreements**: Lease agreement terms and conditions have **NOT** been approved for use by Participating Entities under this Participating Addendum. Lease financing may be allowable separately under the terms and conditions of the lease financing arrangement with Contractor or its designated and/or approved financing partner, as negotiated and agreed to by the using entity, the State of Nevada Attorney General's Office and approval by the Board of Examiners, as applicable.

6. **Primary Contacts**. The primary contact individuals for this Participating Addendum are as follows:

Contractor

Sales order contact:
- By Phone
Education K12 and HiEd:
1-800-800-2775
1-800-590-0325 (FAX)
State and Local Government:
1-800-793-9378
1-855-438-0486 (FAX)

- By Email (Submit Purchase Orders Only)
institutionorders@apple.com (Education)
govorders@apple.com (Government)

Contract Vendor contact:
Ralph Wright, Contracts Program Manager
Sales Planning & Operations, AMR Bids & Sales Contracts
12545 Riata Vista Circle
Austin, TX
Telephone: 512-674-7739
E-mail: ralph.wright@apple.com

Participating Entity

Marti Marsh, Purchasing Officer
515 E. Musser St., Ste. 300, Carson City, NV 89701
Phone: (775) 648-0180
Fax: (775) 684-0188
Email: mmarsh@admin.nv.gov

The contacts listed above can be changed by the parties from time to time in writing. Such updates do not require an amendment to this Addendum.

7. **Partner Utilization.** No partners will be utilized by Contractor under this Participating Addendum. Contractor may contract with an Apple Authorized Service Provider who may perform services on its behalf.

8. **Orders:** Any Order placed by an Entity ordering under this Participating Addendum for hardware or software 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.

9. **Audit.** All audit obligations shall only survive for a period of five (5) years from the invoice date of the transaction under this Addendum.

10. **Accessibility Standards.** Contractor's VPATs identify how Apple Products comply with Accessibility Standards. Contractor's VPATs can be located at the following address http://www.apple.com/accessibility/resources/ .

11. **Nonvisual Access Standards.** Contractor's VPATs identify how Apple Products comply with the Nonvisual Access Standards. Contractor's VPATs can be located at the following

address http://www.apple.com/accessibility/resources/ .

12. **Entire Agreement; Modifications.** Neither Contractor nor Participating Entity or Purchasing Entity will be liable for any agreements, warranties, understandings, conditions, covenants, or representations not expressly set forth or referenced in this Participating Addendum. Any different or additional provisions in purchase orders, invoices or similar documents issued by Participating Entity or Purchasing Entity at any time are hereby deemed refused by Contractor and such refused provisions will be unenforceable. Except as otherwise provided in this Participating Addendum, no modification to this Participating Addendum will be binding unless in writing and signed by an authorized representative of each party.

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

Participating State: State of Nevada	**Contractor: Apple Inc.**
By: [signature]	By: [signature]
Name: Kimberlee Tatter	Name: Steve Haney
Title: Dep Administer	Title: Sr. Mgr. US Bids & Contracts
Date: 10/31/15	Date: 10/21/15

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	thay@naspovaluepoint.org

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