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

MASTER AGREEMENT
Master Agreement No: MNWNC-116
IBM Corporation
(hereinafter "Contractor")
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 **Servers, Storage and Related Peripherals** under the Master Contract 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 **State** contracts with the prior approval of the State's Chief Procurement Official. 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 servers and storage (SAN's etc.) are not to exceed $500,000 each.

This 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 contract term 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/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.

a. **Political Subdivision Participation:** Participation under this contract by political subdivisions (i.e. colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

3. **Order of Precedence:**

1. 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.
2. Minnesota NASPO ValuePoint Master Agreement (includes negotiated terms and conditions);
3. The original RFP solicitation and all amendments; 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.

4. **Participating State/Entity Modifications or Additions to Master Agreement:**

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 clause 4.g 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. If possible, all quotes shall clearly identify the appropriate State Contract number and/or the Master Agreement number. With the exception of computers, laptops, tablets, servers or storage devices, orders under $5,000.00 may be purchased direct by the using agency.

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. With the exception operating systems, software such as middleware which is not always installed on the equipment but is related to storage and server software purchased, will be allowed and may be procured after the initial purchase of 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 storage or server equipment purchases are not allowed.

d. **Jurisdiction and Venue:** This Contract, 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 Contract, 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 cancellation to the extent allowable by applicable law. Cancellation of a declared default or breach may be exercised only after service of formal written notice, and the subsequent failure of the defaulting party, within fifteen (15) business days of receipt of that notice, to provide evidence, showing that the declared default or breach has been corrected, or that a plan for such correction has been mutually agreed to by the parties. In the event of such a cancellation, the contract vendor shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed and accepted. 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 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:** Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 30 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 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). 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 reports to the Contracting Officer assigned by the State to manage this contract in accordance with the schedule in the Master Agreement.

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 Purchasing Entities under this Participating Addendum. Lease financing may be allowable separately under the terms and conditions of the lease financing arrangement with IBM Corporation 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 (or their named successors):

Contractor

Name	Karen A. Schneider
Address	4660 La Jolla Village Drive, Ste. 300, San Diego, CA 92122
Telephone	720-397-5563
Fax	N/A
E-mail	kasch@us.ibm.com

Participating Entity

Name	Marti Marsh
Address	515 East Musser St., Ste 300, Carson City, NV 89701
Telephone	775-684-0180
Fax	775-684-0188
E-mail	mmarsh@admin.nv.gov

7. **Partner Utilization:** Only Contractor authorized Partners in and by the State of Nevada, as shown on the dedicated Contractor (cooperative contract) website are approved to provide sales and service support to participants in the WSCA-NASPO Master Price Agreement. Contractor shall make all determinations about which entities in the State of Nevada that the Contractor authorized Partners may support. The Contractor authorized Partners participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement and must be approved by the State of Nevada before being deployed. Authorized Partners will be limited to five (5) with a preference for Nevada vendors.

All contractor authorized business partners will be listed on the state's landing page on this website: www.ibm.com/naspo (Select the state/entity desired).

The Contractor will identify and define the Partner program(s) available. Approved Partners and instructions on how to utilize those Partners will be listed on the Contractor's web site for this State's Participating Addendum.

All orders are to be issued directly to: Purchase Orders and payments shall be made to Contractor or as directed when using an authorized Partner which shall be found on the Contractor's web site for this State's Participating Addendum. www.ibm.com/naspo (Select the state/entity desired).

All payments are to be issued to: Purchase Orders and payments shall be made to Contractor or as directed when using an authorized Partner which shall be found on the Contractor's web site for this State's Participating Addendum. www.ibm.com/naspo Select the state/entity desired

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-116 on the order.

8. **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.

9. **Orders:** Any Purchase Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement must have the contract number on the Purchase Order in order to be deemed a sale under (and governed by the prices and other terms and conditions of) the Master Agreement.

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

Participating State: State of Nevada	Contractor: International Business Machines, Corporation
By: Kimberlee Tarter	By: K Schneider
Name: Kimberlee Tarter	Name: Karen Schneider
Title: Deputy Administrator	Title: NASPO ValuePoint Program Manager
Date: 10/19/15	Date: 16 Oct 2015

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]