PARTICIPATING ADDENDUM
NASPO VALUEPOINT
Software Value Added Reseller (SVAR)
Administered by the State of Arizona (hereinafter "Lead State")

MASTER AGREEMENT
En Pointe Technologies Sales LLC
Master Agreement No: ADSPO16-130653
(hereinafter "Contractor")

And

State of Nevada
(hereinafter "Participating State/Entity")
(Participating State Contract Number: 8496

1. Scope: This addendum covers the NASPO ValuePoint SVAR Master Agreement led by the State of Arizona 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.

This Participating Addendum adds the State of Nevada as a Participating State to purchase software licensing and support from the NASPO ValuePoint Value Added Reseller (SVAR) contract led by the State of Arizona for a period of one (1) year, effective October 1, 2016 through September 30, 2017 with the option of extensions through expiration of the Master Agreement. 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 purchase software licensing and support. This Participating Addendum does **NOT** include the purchase of Microsoft licensing or support. Microsoft licensing and support will remain with the current contracted vendor.

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 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. Except to the extent modified by this Participating Addendum, each political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each political subdivision will be responsible for their own charges, fees, and liabilities. Each political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases.

3. Participating State Modifications or Additions to Master Agreement:

a. **Administrative Fee:** The State, at its discretion, in accordance with the terms of the Master Agreement, may implement an administrative fee of not more than 2% on contracts

procured or negotiated by the Division of Purchasing. This fee may be assessed over the term of the contract period. Contractor will be provided with 30 days written notice before fees are assessed. Fees shall be paid quarterly, 45 days after the close of the quarter, on all purchases made under the Master Agreement.

b. **Purchase Orders:** Orders over $5,000 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, packing slips, invoices and all correspondence related to an individual order issued by the Nevada State Purchasing Division. Orders under $5,000.00 may be purchased direct by the using agency.

c. **Software Related Services:** En Pointe Technologies Sales shall provide the following:

- Commercial Off-the-Shelf Software (COTS)
- Honor existing Volume or Enterprise License Agreements
- Offer maintenance and support packages on licenses already owned by the State of Nevada and other purchasing entities;
- Provide assistance or advice in basic installation or implementation of COTS products;
- Provide software de-installation assistance;
- Provide Tracking, Management, Usage Monitoring and Reporting of Licenses;
- 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 software.

d. **License Confirmations:** Reseller shall provide certified licensing confirmation certificates for all software licenses or written confirmation showing "proof of license" to the Publisher. Proof of license shall be an electronic file or hardcopy document. Reseller will retain an electronic file of the State of Nevada's "proof of licenses" and provide copies to the State as requested.

e. **Delivery:** Reseller to provide delivery no longer than ten (10) business days after receipt of a valid order unless conditions arise that are outside the control of the Reseller. If delivery cannot be within this time frame, reseller is to notify the Purchasing Entity of delay and anticipated ship date. All orders will be shipping FOB destination and shipping charges are not be included on any invoice under a Purchasing Entity has ordered expedited shipment.

f. **Product Returns:** Unopened software can be returned with no restocking fee up to 30 days from date of receipt, if allowed by the software publisher. If the software publisher has a shorter timeframe for returns or requires a restocking fee, this must be stated on the quote. If the information is not provided to the Purchasing Entity by the reseller, reseller is responsible for the restocking fee. If delivered software is defective, or if the incorrect product was delivered, the reseller must agree to accept returns. If delivered software is defective, the reseller is responsible for return shipping and packaging costs and for restocking charges if applicable. Any defective or incorrectly delivered media will be replaced by overnight delivery at the reseller's expense if requested by the State of Nevada or Purchasing Entity. If overnight delivery is not requested, all replacement products must be received by the State of Nevada or Purchasing Entity within seven (7) days of initial notification.

f. **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 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.

g. **Volume/Usage Reports:** En Pointe Technologies Sales must provide a quarterly volume report to the State of Nevada's primary contact (contracting officer) as listed below. The report must provide enough information that allows the contracting officer to determine the amount of savings realized under the contract by both state agencies and political subdivisions. The contracting officer may determine what type of information is to be provided including the report format subject to reseller's approval.

4. Lease Agreements: Lease purchase and term leases are allowable only for Purchasing Entities whose rules and regulations permit leasing of software. Individual Purchasing Entities may enter

into a lease agreement for the products covered in the Master Agreement, if they have the legal authority to enter into these types of agreements without going through a competitive process. No lease agreements were reviewed or evaluated as part of the RFP evaluation process by the lead state.

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

Contractor

Name	En Pointe Technologies Sales LLC
Address	1940 E. Mariposa Ave. El Segundo CA 90245
Telephone	310-337-5908
Fax	310-258-2310
E-mail	iyunus@enpointe.com

Participating Entity

Name	Marti Marsh, Purchasing Officer
Address	515 E. Musser St., Carson City, NV 89701
Telephone	(775) 684-0180
Fax	(775) 684-0188
E-mail	mmarsh@admin.nv.gov

6. Subcontractors: All contactors, dealers, and resellers authorized in the State of Nevada, as shown on the dedicated En Pointe Technologies Sales (NASPO ValuePoint) website, are approved to provide sales and service support for participants in the NASPO ValuePoint Master Agreement. The En Pointe Technologies Sales dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. 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.

8. Price Agreement Number: All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number:

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(hereinafter "Contractor")

And

State of Nevada
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(Participating State Contract Number: 8496

8496 and the Lead State price agreement number: ADSPO16-130653.

This Participating Addendum and the Master Price Agreement number ADSP016-130653 (administered by the State of Arizona) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

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: En Pointe Technologies Sales LLC
Signature:	Signature:
Name: Jeffrey Haag	Name: Shahzad Munawwar
Title: Administrator	Title: Sr. Vice President
Date: 9-30-2016	Date: 9/22/2016

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For questions on executing a participating addendum, please contact:

NASPO ValuePoint	
Cooperative Development Coordinator	Ted Fosket
Telephone	(907) 723-3360
Email	tfosket@naspovaluepoint.org

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