

**City of Carson City
Agenda Report**

Date Submitted: August 21, 2015

Agenda Date Requested: September 3, 2015
Time Requested: 5 minutes

To: Mayor and Supervisors
From: Purchasing and Contracts

Subject Title: For possible action: To approve Purchase Order #'s. 2016-022, 023, 024 for the purchase of various Software, Hardware and associated peripheral equipment and devices for computers through Joinder Contract 1516-036 with Insight Public Sector, SHI International Corp., and CVE Technologies for a total amount not to exceed \$575,000.00 to be funded from Capital Projects and Various Operating Supply Accounts throughout the City as provided for in the FY 2015/2016 budget. (Laura Tadman, LTadman@Carson.org and Eric VonSchimmelmenn, EVonschimmelmenn@Carson.org)

Staff Summary: These Purchase Orders are for the purchase of various Software, Hardware, and associated peripheral equipment and devices for computers for the operation of Carson City's Computer Network. Purchase Order #'s 2016-022 for a not to exceed amount of \$200,000 and 023 for a not to exceed amount of \$150,000 with Insight Public Sector and SHI International Corp, respectively, are utilizing WSCA-NASPO (Western States Contracting Alliance-National Association of State Procurement Officials) contracts; Nevada Participating State Contract # 8004. Both contracts currently expire on June 2, 2016. Purchase Order # 2016-024 for an amount not to exceed of \$225,000 with CVE Technologies is also utilizing a WSCA-NASPO contract; Nevada Participating State Contract #8229. This contract expires on May 31, 2019.

Type of Action Requested: (check one)

Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to approve Purchase Order #'s. 2016-022, 023, and 024 for Software, Hardware and associated peripheral equipment and devices through Joinder Contract No. 1516-036 for an amount not to exceed \$575,000.

Explanation for Recommended Board Action: Although the equipment sought to be purchased is not subject to the competitive bidding process (See **NRS 332.115 subsection 1 (g) & (h)** and **NRS 332.195** below), WSCA-NASPO contracts like the one staff is recommending using have been put through the bidding process by the lead state.

NRS 332.115.1. (g) & (h) Contracts not adapted to award by competitive bidding; purchases of equipment by local law enforcement agency; response agency or other local government agency; purchase of goods commonly used by hospital.

1. Contracts which by nature are not adapted to award by competitive bidding, including contracts for:

- (g) Hardware and associated peripheral equipment and devices for computers;
- (h) Software for computers;

NRS 332.195 Joinder or mutual use of contracts by governmental entities.

1. A governing body or its authorized representative and the State of Nevada may join or use the contracts of local governments located within or outside this State with the authorization of the contracting vendor. The originally contracting local government is not liable for the obligations of the governmental entity which joins or uses the contract.

2. A governing body or its authorized representative may join or use the contracts of the State of Nevada or another state with the authorization of the contracting vendor. The State of Nevada or other state is not liable for the obligations of the local government which joins or uses the contract.

(Added to NRS by 1975, 1539; A 1985, 357; 1999, 1686; 2001, 1320; 2003, 2263; 2005, 2556)

Applicable Statute, Code, Policy, Rule or Regulation: NRS 332.115 subsection 1 (g) & (h) and NRS 332.195


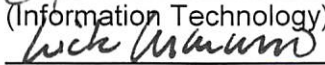
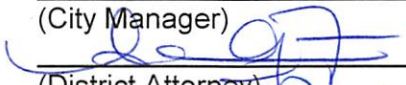

Fiscal Impact: \$575,000.00.

Explanation of Impact: If approved Capital Projects will be reduced by \$100,000.00 and various operating supply budgets will be reduced by \$475,000.00.

Funding Source: Capital Projects Fund/IP Network Infrastructure Account 210-0000-415.65.06 which has a current budget of \$100,000.00. Depending on department needs, there is currently \$1,434,718.00 available citywide in various operating supply budgets for FY 2015/2016.

Supporting Material: Purchase Order #'s 2016-022, 023, and 024 and corresponding WSCA-NASPO Agreements.

Prepared By: Laura Tadman, Purchasing and Contracts Administrator, Purchasing and Contracts Department

Reviewed By: <u></u>	Date: <u>8/25/15</u>
(Information Technology)	
<u></u>	Date: <u>8/25/15</u>
(City Manager)	
<u></u>	Date: <u>8/25/2015</u>
(District Attorney)	
<u></u>	Date: <u>8/25/15</u>
(Finance Director)	

Board Action Taken:

Motion: _____

1) _____	Aye/Nay
2) _____	_____

(Vote Recorded By)

CONTRACT FOR JOINDER CONTRACT

Contract No. 1516-036

Titled: Insight Public Sector, SHI International Corp., CVE Technologies

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of September 3, 2015 approved the acceptance of **CONTRACT No. 1516-036**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

CARSON CITY, NEVADA

ROBERT L. CROWELL, MAYOR

DATED this 3rd day of September, 2015.

ATTEST:

SUSAN MERRIWETHER, CLERK-RECORDER

DATED this 3rd day of September, 2015.



PURCHASE ORDER #2016-022

CITY OF CARSON CI

201 N. Carson Street, Suite 3
 Carson City, Nevada 89701
 (775)887-2133 [Fax](775) 887-2100

VENDOR **Insight Public Sector, Inc**

PO Box 731072
 Dallas, TX 75373-1072
 (80)934-4477

VENDOR #

DATE **August 18, 2015**

GROUP #

CHECK DATE:

SHIP TO **Eric Von Schimmelmann**

City of Carson City - Information Technology

201 N. Carson St. #7

Carson City, NV 89701

(775)887-2160

SHIPPING METHOD		SHIPPING TERMS			DELIVERY DATE	
QTY	UNIT	DESCRIPTION	BUDGET NUMBER	INVOICE #	UNIT COST	EXTENDED COST
				Bal. Fwd.		\$ -
1.00		various computer hardware and software	various accounts		\$200,000.00	\$ 200,000.00
						\$ -
						\$ -
						\$ -
						\$ -
		PO given to department to place order.				\$ -
		PO shall not be modified without approval from				\$ -
		Finance Director.				\$ -
		PURCHASED BY:		TOTAL		\$ 200,000.00
		FED I.D. NO. 88-6000189				

Page 2 of 2

I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE ITEMS, AMOUNTS AND STATEMENTS AS HEREIN SET OUT ARE TRUE AND CORRECT PER PURCHASE REQUISITION MADE BY THE PERTINENT CITY DEPARTMENT.

I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE ITEMS, AMOUNTS AND STATEMENTS AS HEREIN SET OUT ARE TRUE AND CORRECT PER PURCHASE REQUISITION MADE BY THE PERTINENT CITY DEPARTMENT.

APPROVED FOR PURCHASE _____

APPROVED FOR PAYMENT _____

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
SOFTWARE VALUE-ADDED RESELLER CONTRACT (SVAR)
Master Price Agreement Number: ADSP011 0000358-2
Administered by the State of Arizona (hereinafter "Lead State")
between
INSIGHT PUBLIC SECTOR
(hereinafter "Contractor" or "Insight")
And
State of Nevada
(hereinafter "Participating State")
(Participating State Contract Number: 8004)**

Page 1 of 4

1. Scope: This addendum covers the WSCA Software Value-Added Reseller Contract lead by the State of Arizona for use by state agencies and other entities located in the Participating State/Entity authorized by that state's statutes to utilize state/entity contracts. This addendum shall be in effect from date of execution through June 2, 2014 unless so terminated with written notice by either party to the other.

This Participating Addendum adds the State of Nevada as a Participating State to purchase Software Licensing and Support from the WSCA/NASPO Software Value Added Reseller contract led by the State of Arizona. 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 WSCA 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 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.

INDIVIDUAL CUSTOMER: Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by this Participating Addendum, each agency and 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 agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

3. Participating State Modifications or Additions to Master Price Agreement: Pursuant to the Uniform Terms and Conditions, Paragraph 5.1 Amendments of the Master Price Agreement, the following requirements shall be added:

- 3.1 The Contractor may charge a credit card fee for those transactions as shown;
 - 3.1.1 For transactions of \$10,000.00 or less, the Contractor may not charge a credit card fee,
 - 3.1.2 For transactions greater than \$10,000.00 the Contractor may charge a credit card fee that shall not exceed 2.5%, and
 - 3.1.3 If a fee is charged, it shall be reflected as a separate line item on the invoice.

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
SOFTWARE VALUE-ADDED RESELLER CONTRACT (SVAR)
Master Price Agreement Number: ADSP011 00000358-2
Administered by the State of Arizona (hereinafter "Lead State")**

between
INSIGHT PUBLIC SECTOR
(hereinafter "Contractor" or "Insight")
And
State of Nevada
(hereinafter "Participating State")
(Participating State Contract Number: 8004)

Page 2 of 4

4. Lease Agreements: Equipment or software lease agreement terms and conditions included in the Master Price Agreement are NOT approved for use by the State of Nevada.

5. Primary Contacts: The primary contact individual for this participating addendum are as follows (or their named successors):

Lead State

Name	Terri Johnson
Address	State of Arizona – Department of Administration State Procurement Office 100 N 15 th Ave, Phoenix, AZ 85007
Telephone	602-542-9125
Fax	602-542-5508
E-mail	terri.johnson@azdoa.gov

Contractor

Name	Erica Falchetti
Address	Insight Public Sector 6820 S. Harl Avenue Tempe, AZ 85283
Telephone	800-467-4448 x-3071
Fax	480-760-9488
E-mail	erica.falchetti@insight.com

Participating Entity

Name	Marti Marsh
Address	State of Nevada – Department of Administration Purchasing Division 515 E. Musser St. #300, Carson City, NV 89701
Telephone	775-684-0180
Fax	775-684-0188
E-mail	mmarsh@admin.nv.gov

6. Purchase Order Instructions: All orders should contain the following: (1) Mandatory Language "PO is subject to WSCA Contract #ADSP011-00000358-2"; (2) Your Name, Address, Contact, & Phone-Number; (3)

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
SOFTWARE VALUE-ADDED RESELLER CONTRACT (SVAR)**

Master Price Agreement Number: ADSP011 00000358-2

Administered by the State of Arizona (hereinafter "Lead State")

between

INSIGHT PUBLIC SECTOR

(hereinafter "Contractor" or "Insight")

And

State of Nevada

(hereinafter "Participating State")

(Participating State Contract Number: 8004)

Page 3 of 4

Purchase order amount; and (4) Contractor quote number, if applicable. Orders should only be made out to Insight Public Sector.

Orders of \$5,000.00 and over 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 the terms of the Master Price Agreement and invoices shall be submitted to Nevada State Purchasing for payment. Invoices and all correspondence related to an individual order will reflect the purchase order number issued by Nevada State Purchasing. Orders under \$5,000.00 may be placed direct by a using entity to the contract vendor.

7. Price Agreement Number: All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: 8004 and the Lead State price agreement number: ADSP011-00000358-2.

8. Services: The terms of the Master Price Agreement shall apply each time Customer engages Contractor to provide 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.

This Participating Addendum and the Master Price Agreement number ADSP011-00000358-2 (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.

9. Reporting: Insight Public Sector will submit a quarterly sales report to the State of Nevada showing the gross Nevada sales for quarterly period just ended in accordance with the following schedule:

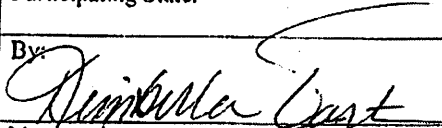

<u>Quarter Ending</u>	<u>Report Due</u>
June 30	July 31
September 30	October 31
December 31	January
March 31	April 30

**PARTICIPATING ADDENDUM
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 SOFTWARE VALUE-ADDED RESELLER CONTRACT (SVAR)
 Master Price Agreement Number: ADSP011 00000358-2
 Administered by the State of Arizona (hereinafter "Lead State")**

between
INSIGHT PUBLIC SECTOR
 (hereinafter "Contractor" or "Insight")

And
 State of Nevada
 (hereinafter "Participating State")
 (Participating State Contract Number: 8004)

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

Participating State:	Contractor:
By: 	By: 
Name: Kimberlee LaAer	Name: Dave Cristal
Title: Dep Administrator	Title: GM VP
Date: 5/19/13	Date: 5/20/13

[Additional signatures as required by Participating State]

**AMENDMENT #1 TO PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
SOFTWARE VALUE-ADDED RESELLER CONTRACT (SVAR)
Master Price Agreement Number: ADSP011 00000358-2
Administered by the State of Arizona (hereinafter "Lead State")**

between

**Insight Public Sector
6820 S. Harl Avenue
Tempe, AZ 85283**

**Contact: Michelle Abbamonte
Phone (800) 467-4448 ext 6890
Email: michelle.abbamonte@insight.com
(hereinafter "Contractor" or "Insight")**

And

State of Nevada

Department of Administration, Purchasing Division
515 E. Musser Street, Suite 300
Carson City, NV 89701

**Contact: Marti Marsh, Purchasing Officer
Phone: (775) 684-0180 Fax: (775) 684-0188
Email: mmarsh@admin.nv.gov
(hereinafter "Participating State")
(Participating State Contract Number: 8004)**

Page 1 of 2

1. **AMENDMENTS:** All provisions of the original participating addendum resulting from Insight Public Sector Master Agreement No. ADSP011 00000358-2 and the State of Nevada Contract No. 8004, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

Pursuant to the Special Terms and Conditions, Paragraph 3.6 Contract Extension of the Master Agreement, this contract shall be extended from June 3, 2014 to June 2, 2015.

2. This provision is added to clarify that SaaS (Software as a Service) as described and defined below is allowable under this Contract:

SaaS is described/defined as software that is owned, delivered and managed remotely by one or more providers. The provider delivers software based on one set of common code and data definitions that is consumed in a one-to-many model by all contracted customers at any time on a pay-for-use basis or as a subscription based on use metrics.

For the purposes of this WSCA-NASPO Software Reseller VAR Master Agreement, SaaS software will be allowed where it meets the description cited above and is considered an alternate software delivery method and is a standard item on the publisher's government price list. SaaS software that requires alterations or customization unique to an end user agency is not allowed on this Master Agreement.

ALL OTHER PROVISIONS OF THE PARTICIPATING ADDENDUM BETWEEN THE STATE OF NEVADA AND INSIGHT PUBLIC SECTOR SHALL REMAIN IN THEIR ENTIRETY

**AMENDMENT #1 TO PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
SOFTWARE VALUE-ADDED RESELLER CONTRACT (SVAR)
Master Price Agreement Number: ADSP011 00000358-2
Administered by the State of Arizona (hereinafter "Lead State")**

between

**Insight Public Sector
6820 S. Harl Avenue
Tempe, AZ 85283**

**Contact: Michelle Abbamonte
Phone (800) 467-4448 ext 6890
Email: michelle.abbamonte@insight.com
(hereinafter "Contractor" or "Insight")**

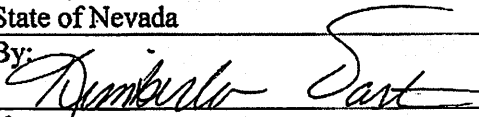
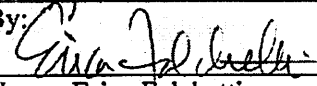
And

**State of Nevada
Department of Administration, Purchasing Division
515 E. Musser Street, Suite 300
Carson City, NV 89701**

**Contact: Marti Marsh, Purchasing Officer
Phone: (775) 684-0180 Fax: (775) 684-0188
Email: mmarsh@admin.nv.gov
(hereinafter "Participating State")
(Participating State Contract Number: 8004)**

Page 2 of 2

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: Insight Public Sector, Inc
By: 	By: 
Name: Kimberlee Tarter	Name: Erica Falchetti
Title: Deputy Administrator	Title: Capture Manager
Date: 6/3/14	Date: 5.29.14

**AMENDMENT #2 TO PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
SOFTWARE VALUE-ADDED RESELLER CONTRACT (SVAR)
Master Price Agreement Number: ADSP011 00000358-2
Administered by the State of Arizona (hereinafter "Lead State")**

between

**Insight Public Sector
6820 S. Harl Avenue
Tempe, AZ 85283
Contact: Pam Potter
Phone (800) 321-2437 x6810
Email: Pam.Potter@Insight.com
(hereinafter "Contractor" or "Insight")**

And

**State of Nevada
Department of Administration, Purchasing Division
515 E. Musser Street, Suite 300
Carson City, NV 89701
Contact: Marti Marsh, Purchasing Officer
Phone: (775) 684-0180 Fax: (775) 684-0188
Email: mmarsh@admin.nv.gov
(hereinafter "Participating State")
(Participating State Contract Number: 8004)**

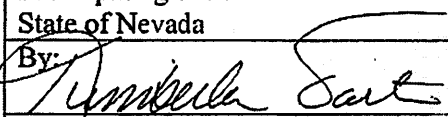
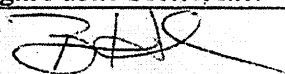
Page 1 of 1

1. **AMENDMENTS:** All provisions of the original participating addendum resulting from Insight Public Sector Master Agreement No. ADSP011 00000358-2 and the State of Nevada Contract No. 8004 and Amendment 1 attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

Pursuant to the Special Terms and Conditions, Paragraph 3.6 Contract Extension of the Master Agreement, this contract shall be extended from June 3, 2015 to June 2, 2016.

ALL OTHER PROVISIONS OF THE PARTICIPATING ADDENDUM BETWEEN THE STATE OF NEVADA AND INSIGHT PUBLIC SECTOR SHALL REMAIN IN THEIR ENTIRETY

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: Insight Public Sector, Inc.
By: 	By: 
Name: Kimberlee Tarter	Name: Brian Hicks
Title: Deputy Administrator	Title: SVP - Profitability
Date: 4/28/15	Date: 4/27/15

**AMENDMENT #2 TO PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
SOFTWARE VALUE-ADDED RESELLER CONTRACT (SVAR)
Master Price Agreement Number: ADSP011 00000358-2
Administered by the State of Arizona (hereinafter "Lead State")**

between

**Insight Public Sector
6820 S. Harl Avenue
Tempe, AZ 85283
Contact: Pam Potter
Phone (800) 321-2437 x6810
Email: Pam.Potter@Insight.com
(hereinafter "Contractor" or "Insight")**

And

State of Nevada
Department of Administration, Purchasing Division
515 E. Musser Street, Suite 300
Carson City, NV 89701
Contact: Marti Marsh, Purchasing Officer
Phone: (775) 684-0180 Fax: (775) 684-0188
Email: mmarsh@admin.nv.gov
(hereinafter "Participating State")
(Participating State Contract Number: 8004)

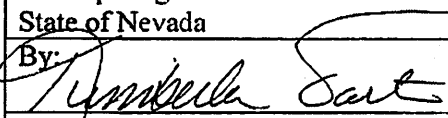
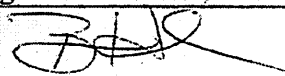
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By: 	By: 
Name: Kimberlee Tarter	Name: Brian Hicks
Title: Deputy Administrator	Title: SVP - Profitability
Date: 4/28/15	Date: 4/27/15



PURCHASE ORDER # 2016-023

CITY OF CARSON CI

201 N. Carson Street, Suite 3
 Carson City, Nevada 89701
 (775)887-2133 [Fax](775) 887-2100

VENDOR SHI International Corp

290 Davidson Ave.
 Somerset, NJ 08873
 (888)235-3871

VENDOR #
 DATE August 18, 2015
 GROUP #
 CHECK DATE:
 SHIP TO Eric Von Schimmelmann
 City of Carson City - Information Technology
 201 N. Carson St. #7
 Carson City, NV 89701
 (775)887-2160

SHIPPING METHOD		SHIPPING TERMS			DELIVERY DATE	
QTY	UNIT	DESCRIPTION	BUDGET NUMBER	INVOICE #	UNIT COST	EXTENDED COST
				Bal. Fwd.	\$	-
1.00		various software licensing	various accounts		\$150,000.00	\$ 150,000.00
					\$	-
					\$	-
					\$	-
					\$	-
		PO given to department to place order.			\$	-
		PO shall not be modified without approval from			\$	-
		Finance Director.		TOTAL	\$	150,000.00
		PURCHASED BY:				
		FED I.D. NO. 88-6000189		Page 2 of 2		

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APPROVED FOR PURCHASE _____

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APPROVED FOR PAYMENT _____

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
SOFTWARE VALUE-ADDED RESELLER CONTRACT (SVAR)
Master Price Agreement Number: ADSPO11 00000358-3
Administered by the State of Arizona (hereinafter "Lead State")**

between
SHI INTERNATIONAL CORP.
(hereinafter "Contractor" or "SHI")
And
State of Nevada
(hereinafter "Participating State")
(Participating State Contract Number: 8004)

Page 1 of 4

1. Scope: This addendum covers the WSCA Software Value-Added Reseller Contract lead by the State of Arizona for use by state agencies and other entities located in the Participating State/Entity authorized by that state's statutes to utilize state/entity contracts.

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3. Participating State Modifications or Additions to Master Price Agreement:

No changes are required.

4. Lease Agreements: Equipment or software lease agreement terms and conditions included in the Master Price Agreement are NOT approved for use by the State of Nevada.

5. Primary Contacts: The primary contact individual for this participating addendum are as follows (or their named successors):

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
SOFTWARE VALUE-ADDED RESELLER CONTRACT (SVAR)**

Master Price Agreement Number: ADSPO11 00000358-3

Administered by the State of Arizona (hereinafter "Lead State")

between

SHI INTERNATIONAL CORP.

(hereinafter "Contractor" or "SHI")

And

State of Nevada

(hereinafter "Participating State")

(Participating State Contract Number: 8004)

Page 2 of 4

Lead State

Name	Terri Johnson
Address	State of Arizona – Department of Administration State Procurement Office 100 N 15 th Ave, Phoenix, AZ 85007
Telephone	602-542-9125
Fax	602-542-5508
E-mail	terri.johnson@azdoa.gov

Contractor

Name	Katie Grennan
Address	SHI International Group
Telephone	800-477-6479 Ext 5904
Mobile	848-248-3129
Fax	732-868-5905
E-mail	katie_grennan@shi.com

Participating Entity

Name	Marti Marsh
Address	State of Nevada – Department of Administration Purchasing Division 515 E. Musser St. #300, Carson City, NV 89701
Telephone	775-684-0180
Fax	775-684-0188
E-mail	mmarsh@admin.nv.gov

6. Purchase Order Instructions: All orders should contain the following: (1) Mandatory Language "PO is subject to WSCA Contract #ADSPO11-00000358-3"; (2) Your Name, Address, Contact, & Phone-Number; (3) Purchase order amount; and (4) Contractor quote number, if applicable. **Orders should only be made out to SHI.**

Orders over \$5,000.00 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 the terms of the Master Price Agreement and invoices shall be submitted to Nevada State Purchasing for

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
SOFTWARE VALUE-ADDED RESELLER CONTRACT (SVAR)
Master Price Agreement Number: ADSPO11 0000358-3
Administered by the State of Arizona (hereinafter "Lead State")**

between
SHI INTERNATIONAL CORP.
(hereinafter "Contractor" or "SHI")
And
State of Nevada
(hereinafter "Participating State")
(Participating State Contract Number: 8004)

Page 3 of 4

payment. Invoices and all correspondence related to an individual order will reflect the purchase order number issued by Nevada State Purchasing. Orders under \$5,000.00 may be placed direct by a using entity to the contract vendor.

7. Price Agreement Number: All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: **8004** and the Lead State price agreement number: **ADSPO11-0000358-3**.

8. Services: The terms of the Master Price Agreement shall apply each time Customer engages Contractor to provide 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.

This Participating Addendum and the Master Price Agreement number ADSPO11-0000358-3 (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.

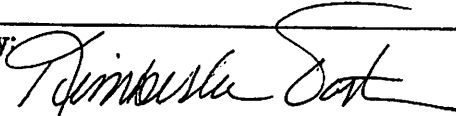

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**PARTICIPATING ADDENDUM
 WESTERN STATES CONTRACTING ALLIANCE
 SOFTWARE VALUE-ADDED RESELLER CONTRACT (SVAR)
 Master Price Agreement Number: ADSPO11 00000358-3
 Administered by the State of Arizona (hereinafter "Lead State")**

between
SHI INTERNATIONAL CORP.
 (hereinafter "Contractor" or "SHI")
 And
 State of Nevada
 (hereinafter "Participating State")
 (Participating State Contract Number: 8004)

Page 4 of 4

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

Participating State:	Contractor:
By: 	By: 
Name: Kimberlee Tarter	Name: Natalie Castagno
Title: Dep Administrator	Title: Contract Specialist
Date: 4/10/12	Date: 4/9/12

[Additional signatures as required by Participating State]

**AMENDMENT #1 TO PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
SOFTWARE VALUE-ADDED RESELLER CONTRACT (SVAR)
Master Price Agreement Number: ADSP011 0000358-3
Administered by the State of Arizona (hereinafter "Lead State")**

between

SHI INTERNATIONAL CORP.
(hereinafter "Contractor" or "SHI")

And

State of Nevada
(hereinafter "Participating State")
(Participating State Contract Number: 8004)

Page 1 of 2

1. **AMENDMENTS:** All provisions of the original participating addendum resulting from SHI International Corp. Master Agreement No. ADSP011 0000358-3 and the State of Nevada Contract No. 8004, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

Current Language:

1. **Scope:**

This addendum covers the WSCA Software Value-Added Reseller Contract lead by the State of Arizona for use by state agencies and other entities located in the Participating State/Entity authorized by that state's statutes to utilize state/entity contracts.

This Participating Addendum adds the State of Nevada as a Participating State to purchase Software Licensing and Support from the WSCA/NASPO Software Value Added Reseller contract led by the State of Arizona. 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.

Amendment Language:

1. **Scope:**

This addendum covers the WSCA Software Value-Added Reseller Contract lead by the State of Arizona for use by state agencies and other entities located in the Participating State/Entity authorized by that state's statutes to utilize state/entity contracts.

This Participating Addendum adds the State of Nevada as a Participating State to purchase Software Licensing and Support from the WSCA/NASPO Software Value Added Reseller contract led by the State of Arizona. 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. Purchases of Microsoft licensing and support will become **MANDATORY** through SHI International Corp. effective October 1, 2012 and will remain in place until final termination date of the Master Agreement. Purchases of other software titles through SHI remain permissive.

**AMENDMENT #1 TO PARTICIPATING ADDENDUM
 WESTERN STATES CONTRACTING ALLIANCE
 SOFTWARE VALUE-ADDED RESELLER CONTRACT (SVAR)
 Master Price Agreement Number: ADSP011 00000358-3
 Administered by the State of Arizona (hereinafter "Lead State")**

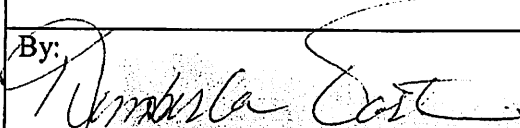

between

SHI INTERNATIONAL CORP.
 (hereinafter "Contractor" or "SHI")

And

State of Nevada
 (hereinafter "Participating State")
 (Participating State Contract Number: 8004)

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:
By: 	By: 
Name: Kimberlee Tarter	Name: Natalie Slowik
Title: Deputy Administrator	Title: Contract Specialist
Date: 10/22/12	Date: 10/8/12

**AMENDMENT #2 TO PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
SOFTWARE VALUE-ADDED RESELLER CONTRACT (SVAR)
Master Price Agreement Number: ADSP011 00000358-3
Administered by the State of Arizona (hereinafter "Lead State")**

between

SHI INTERNATIONAL CORP.

290 Davidson Avenue

Somerset, NJ 08873

Contact: Amelia Jakubczyk

Phone (303) 723-5256 Fax: (303) 723-5257

Email: Amelia_Jakubczyk@shi.com

(hereinafter "Contractor" or "SHI")

And

State of Nevada

Department of Administration, Purchasing Division

515 E. Musser Street, Suite 300

Carson City, NV 89701

Contact: Marti Marsh, Purchasing Officer

Phone: (775) 684-0180 Fax: (775) 684-0188

Email: mmarsh@admin.nv.gov

(hereinafter "Participating State")

(Participating State Contract Number: 8004)

Page 1 of 2

1. **AMENDMENTS:** All provisions of the original participating addendum resulting from SHI International Corp. Master Agreement No. ADSP011 00000358-3 and the State of Nevada Contract No. 8004, and Amendment 1 attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

Pursuant to the Special Terms and Conditions, Paragraphs 3.5 and 3.6 Contract Extension of the Master Agreement, this contract shall be extended from June 3, 2013 to June 2, 2014. Purchases of Microsoft licensing and support will remain **MANDATORY** through SHI International effective October 1, 2012 and will remain in place until the final termination date of the Master Agreement. Purchasing of other software titles through SHI remain permissive.

Current Language:

3. **Participating State Modifications or Additions to Master Price Agreement:**

No changes are required.

Amendment Language:

3. **Participating State Modifications or Additions to Master Price Agreement:**

Pursuant to the Uniform Terms and Conditions, Paragraph 5.1 Amendments of the Master Price Agreement, the following requirements shall be added:

- 3.1 The Contractor may charge a credit card fee for those transactions as shown;

**AMENDMENT #2 TO PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
SOFTWARE VALUE-ADDED RESELLER CONTRACT (SVAR)
Master Price Agreement Number: ADSP011 00000358-3
Administered by the State of Arizona (hereinafter "Lead State")**

between

SHI INTERNATIONAL CORP.

290 Davidson Avenue

Somerset, NJ 08873

Contact: Amelia Jakubczyk

Phone (303) 723-5256 Fax: (303) 723-5257

Email: Amelia_Jakubczyk@shi.com

(hereinafter "Contractor" or "SHI")

And

State of Nevada

Department of Administration, Purchasing Division

515 E. Musser Street, Suite 300

Carson City, NV 89701

Contact: Marti Marsh, Purchasing Officer

Phone: (775) 684-0180 Fax: (775) 684-0188

Email: mmarsh@admin.nv.gov

(hereinafter "Participating State")

(Participating State Contract Number: 8004)

Page 2 of 2

3.1.1 For transactions of \$10,000.00 or less, the Contractor may not charge a credit card fee,

3.1.2 For transactions greater than \$10,000.00 the Contractor may charge a credit card fee that shall not exceed 2.5%, and

3.1.3 If a fee is charged, it shall be reflected as a separate line item on the invoice.

ALL OTHER PROVISIONS OF THE PARTICIPATING ADDENDUM BETWEEN THE STATE OF NEVADA AND SHI SHALL REMAIN IN THEIR ENTIRETY

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: SHI International Corp.
By:	By: <i>Natalie Slowik</i>
Name: Kimberlee Tarter	Name: Natalie Slowik
Title: Deputy Administrator	Title: Contract Specialist
Date:	Date: 5/14/13

AMENDMENT #3 TO PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
SOFTWARE VALUE-ADDED RESELLER CONTRACT (SVAR)
Master Price Agreement Number: ADSP011 00000358-3
Administered by the State of Arizona (hereinafter "Lead State")

between

SHI INTERNATIONAL CORP.

~~33 Knightsbridge Rd.~~ 290 Davidson Ave. W
~~Piscataway, NJ 08854~~ Somerset, NJ 08873

Contact: Amelia Jakubczyk
Phone (303) 723-5256 Fax: (303) 723-5257
Email: Amelia.Jakubczyk@shi.com
(hereinafter "Contractor" or "SHI")

And

State of Nevada

Department of Administration, Purchasing Division
515 E. Musser Street, Suite 300
Carson City, NV 89701

Contact: Marti Marsh, Purchasing Officer
Phone: (775) 684-0180 Fax: (775) 684-0188
Email: mmarsh@admin.nv.gov
(hereinafter "Participating State")
(Participating State Contract Number: 8004)

Page 1 of 2

1. **AMENDMENTS:** All provisions of the original participating addendum resulting from SHI International Corp. Master Agreement No. ADSP011 00000358-3 and the State of Nevada Contract No. 8004, and Amendments 1 and 2 attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

Pursuant to the Special Terms and Conditions, Paragraph 3.6 Contract Extension of the Master Agreement, this contract shall be extended from June 3, 2014 to June 2, 2015.

2. This provision is added to clarify that SaaS (Software as a Service) as described and defined below is allowable under this Contract:

SaaS is described/defined as software that is owned, delivered and managed remotely by one more providers. The provider delivers software based on one set of common code and data definitions that is consumed in a one-to-many model by all contracted customers at any time on a pay-for-use basis or as a subscription based on use metrics.

For the purposes of this WSCA-NASPO Software Reseller VAR Master Agreement, SaaS software will be allowed where it meets the description cited above and is considered an alternate software delivery method and is a standard item on the publisher's government price list. SaaS software that requires alterations or customization unique to an end user agency is not allowed on this Master Agreement.

ALL OTHER PROVISIONS OF THE PARTICIPATING ADDENDUM BETWEEN THE STATE OF NEVADA AND SHI SHALL REMAIN IN THEIR ENTIRETY

**AMENDMENT #3 TO PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
SOFTWARE VALUE-ADDED RESELLER CONTRACT (SVAR)
Master Price Agreement Number: ADSP011 00000358-3
Administered by the State of Arizona (hereinafter "Lead State")**

between

SHI INTERNATIONAL CORP.

~~33 Knightsbridge Rd.~~ 290 Davidson Ave. 71

~~Piscataway, NJ 08854~~ Somerset, NJ 08873

Contact: Amelia Jakubczyk

Phone (303) 723-5256 Fax: (303) 723-5257

Email: Amelia.Jakubczyk@shi.com

(hereinafter "Contractor" or "SHI")

And

State of Nevada

Department of Administration, Purchasing Division

515 E. Musser Street, Suite 300

Carson City, NV 89701

Contact: Marti Marsh, Purchasing Officer

Phone: (775) 684-0180 Fax: (775) 684-0188

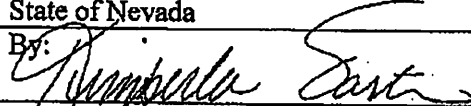
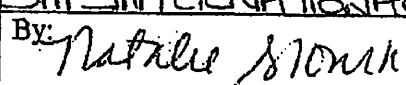
Email: mmarsh@admin.nv.gov

(hereinafter "Participating State")

(Participating State Contract Number: 8004)

Page 2 of 2

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: SHI INTERNATIONAL CORP.
By: 	By: 
Name: Kimberlee Tarter	Name: NATALIE SLOWIK
Title: Deputy Administrator	Title: CONTRACTS MANAGER
Date: 5/5/14	Date: 5/13/14

**AMENDMENT #4 TO PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
SOFTWARE VALUE-ADDED RESELLER CONTRACT (SVAR)
Master Price Agreement Number: ADSP011 00000358-3
Administered by the State of Arizona (hereinafter "Lead State")**

between

SHI INTERNATIONAL CORP.

290 Davidson Avenue

Somerset, NJ 08873

Contact: Amelia Jakubczyk

Phone (303) 723-5256 Fax: (303) 723-5257

Email: Amelia.Jakubczyk@shi.com

(hereinafter "Contractor" or "SHI")

And

State of Nevada

Department of Administration, Purchasing Division

515 E. Musser Street, Suite 300

Carson City, NV 89701

Contact: Marti Marsh, Purchasing Officer

Phone: (775) 684-0180 Fax: (775) 684-0188

Email: mmarsh@admin.nv.gov

(hereinafter "Participating State")

(Participating State Contract Number: 8004)

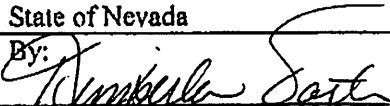
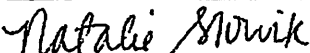
Page 1 of 1

1. **AMENDMENTS:** All provisions of the original participating addendum resulting from SHI International Corp. Master Agreement No. ADSP011 00000358-3 and the State of Nevada Contract No. 8004, and Amendments 1, 2 and 3 attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

Pursuant to the Special Terms and Conditions, Paragraph 3.6 Contract Extension of the Master Agreement, this contract shall be extended from June 3, 2015 to June 2, 2016.

ALL OTHER PROVISIONS OF THE PARTICIPATING ADDENDUM BETWEEN THE STATE OF NEVADA AND SHI SHALL REMAIN IN THEIR ENTIRETY

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:
By: 	By: 
Name: Kimberlee Tarter	Name: Natalie Slowik
Title: Deputy Administrator	Title: Contracts Manager
Date: 4/28/15	Date: 4/28/15



PURCHASE ORDER #2016-024

CITY OF CARSON CI

201 N. Carson Street, Suite 3
 Carson City, Nevada 89701
 (775)887-2133 [Fax](775) 887-210

VENDOR CVE Technologies Group, Inc

1414 Gustin Rd.
 Salt Lake City, UT 84104
 (801)908-6666

VENDOR #
 DATE August 18, 2015
 GROUP #
 CHECK DATE:
 SHIP TO Eric Von Schimmelmann
 City of Carson City - Information Technology
 201 N. Carson St. #7
 Carlson City, NV 89701
 (775)887-2160

SHIPPING METHOD		SHIPPING TERMS			DELIVERY DATE	
QTY	UNIT	DESCRIPTION	BUDGET NUMBER	INVOICE #	UNIT COST	EXTENDED COST
				Bal. Fwd.	\$	-
1.00		Cisco Hardware and consulting services	various accounts		\$225,000.00	\$ 225,000.00
					\$	-
					\$	-
					\$	-
					\$	-
		PO given to department to place order.			\$	-
		PO shall not be modified without approval from			\$	-
		Finance Director.		TOTAL	\$	225,000.00
		PURCHASED BY:				
		FED I.D. NO. 88-6000189		Page 2 of 2		

I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE ITEMS, AMOUNTS AND STATEMENTS AS HEREIN SET OUT ARE TRUE AND CORRECT PER PURCHASE REQUISITION MADE BY THE PERTINENT CITY DEPARTMENT.

I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE ITEMS, AMOUNTS AND STATEMENTS AS HEREIN SET OUT ARE TRUE AND CORRECT PER PURCHASE REQUISITION MADE BY THE PERTINENT CITY DEPARTMENT.

APPROVED FOR PURCHASE _____

APPROVED FOR PAYMENT _____

Participating Addendum for NV #8229

Authorized NVP Resellers for the State

The following Cisco partners 1) currently qualify under Cisco's established partner selection criteria for the above-referenced Cisco Prime Contract, and 2) have been authorized by the State to participate as Cisco Subcontractors under that agreement:

LEGAL COMPANY NAME & PRIMARY BUSINESS ADDRESS	PARTNER CONTACT INFORMATION
<u>CDW Government LLC</u> * 230 N. Milwaukee Ave. Vernon Hills, IL 60061 Phone: 846-419-6100 Toll Free: 800-808-4239 Fax: 847-419-6200 Federal ID #36-4230110	REMIT-TO: CDW 75 Remittance Dr. Suite 1515 Chicago, IL 60675-1515 CUSTOMER ORDERS: <u>Rodger White</u> 230 N. Milwaukee Ave. Vernon Hills, IL 60061 Phone: 312-705-9090 Cust Srvc/ESCALATIONS: <u>Rodger White</u> Phone: 312-705-9090
*Authorized Sourcefire Reseller	
<u>CVE Technologies Group, Inc.</u> 2345 S. John Henry Dr. Salt Lake City, UT 84119 Phone: 801-908-6666 Toll Free: 888-558-0600 Fax: 801-880-3144 Federal ID # 46-0530211	REMIT-TO: 2345 S. John Henry Dr. Salt Lake City, UT 84119 Phone: 801-908-4166 CUSTOMER ORDERS: <u>Linda Peterson</u> 2345 S. John Henry Dr. Salt Lake City, UT 84119 Phone: 801-908-4166 Fax: 801-880-3144 Cust Srvc/ESCALATIONS: <u>Linda Peterson</u> Phone: 801-908-4166

**LEGAL COMPANY NAME &
PRIMARY BUSINESS ADDRESS**

**PARTNER CONTACT
INFORMATION**

Development Group, Inc.
1670 Market St Suite 112
Redding, CA 96001
Phone: 530-229-0071
Federal ID #26-3740919

REMIT-TO:
Dan Lockwood
President
1670 Market St Suite 112
Redding, CA 96001

CUSTOMER ORDERS:
Dan Lockwood
1670 Market St Suite 112
Redding, CA 96001
Phone: 530-229-0071
Cust Srvc/ESCALATIONS:
Dan Lockwood
Phone: 530-229-0071

Dyntek Services, Inc.
7140 Dean Martin Drive, Suite 1100
Las Vegas, NV 89118
Phone: 702-777-2674
Toll Free: 877-603-3291
Fax: 702-270-2691
Federal ID #13-4067484

REMIT-TO:
Steven Nguyen
A/R Supervisor
P.O. Box 677005
Dallas, TX 75267-7005

CUSTOMER ORDERS:
Tara Brown
7140 Dean Martin Drive, Suite 1100
Las Vegas, NV 89118
Phone: 702-777-2674
Cust Srvc/ESCALATIONS:
Tara Brown
Phone: 702-777-2674

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 2014-2019
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Cisco Systems, Inc.
(hereinafter "Contractor" or "Cisco")

Master Agreement No: AR233

And

State of Nevada
(hereinafter "Participating State/Entity")
(Participating State Contract Number: 8229)

Page 1 of 7

1. Scope: Contractor and the Division of Purchasing and General Services, an agency of the Lead State have executed State Cooperative Contract, Contract Number AR233 for Data Communications Products and Services 2014-2019 ("WSCA-NASPO Master Price Agreement" or "Master Agreement"). The Master Agreement, as now or hereafter amended, is incorporated into this addendum ("Participating Addendum" or "Contract") as if set forth at length. This Participating Addendum covers the Data Communications Products and Services contracts led by the State of Utah for use by all governmental entities within the State of Nevada including all State Agencies, the University and Community College System, the Court System, Legislative Counsel Bureau, Cities, Counties, Institutions of higher education, political subdivisions and other entities located in the Participating State/Entity authorized by that state's statutes to utilize state/entity contracts with the prior approval of the state's chief procurement official. Capitalized terms not defined in this Participating Addendum shall have the meaning set forth in the Master Agreement. To the extent of a conflict of terms between the Master Agreement and this Participating Addendum, the order of precedence set forth in Section 1 of Attachment A of the Master Agreement shall apply.

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/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 as set forth in the Master Agreement.

3. Participating State Modifications or Additions to Master Agreement:

a. Purchase Orders: Orders over \$5,000.00 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 the delivery terms in the Master Agreement and invoices shall be submitted to Nevada State Purchasing for payment. Invoices and all

**PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 2014-2019
Administered by the State of Utah (hereinafter "Lead State")**

**MASTER AGREEMENT
Cisco Systems, Inc.
(hereinafter "Contractor" or "Cisco")**

Master Agreement No: AR233

And

State of Nevada
(hereinafter "Participating State/Entity")
(Participating State Contract Number: 8229)

Page 2 of 7

correspondence related to an individual order will reflect the purchase order number issued by the Nevada State Purchasing Division. Orders under \$5,000.00 may be purchased direct by the using agency.

- b. 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.
- c. 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 Contractor. In the event the Contractor is in default, the Contract is subject to immediate cancellation to the extent allowable by applicable law. In the event of such a cancellation, Contractor shall be entitled to payment, determined on a pro rata basis, for Services performed or Products delivered. This Participating Addendum may be canceled by the Contractor upon 60 days written notice to the State of Nevada, Purchasing Division.
- d. 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 a mutually agreed Independent Contract for Services per NRS 333, NAC 333 and SAM 0300.
- e. Delivery:** For summarization purposes only, this Section outlines key points from the Master Agreement. Contractor will use commercially reasonable efforts to ship all orders designated for shipment within 30 days for all products. Shipping terms are FOB destination, shipping and handling prepaid by the Contractor. All sales are final except as provided in Contractor's Limited Warranty. Contractor only permits the return of unopened products due to Contractor's shipping or order processing error, or damage in transit. No other returns are authorized under the Master Agreement.
- f. Payment:** For summarization purposes only, this Section outlines key points from the Master Agreement. Payment is net thirty (30) days from invoice date. If, at any time, Purchaser is delinquent in payment, Contractor may, without prejudice to other rights,

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 2014-2019
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Cisco Systems, Inc.
(hereinafter "Contractor" or "Cisco")

Master Agreement No: AR233

And

State of Nevada
(hereinafter "Participating State/Entity")
(Participating State Contract Number: 8229)

Page 3 of 7

withhold shipment (including partial shipments) of any order. Any sum not paid by Purchaser when due shall bear interest until paid at a rate of 1 percent per month (12 percent per annum) or the maximum legal rate, whichever is less.

g. 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 and Participating Addendum.

h. State of Nevada Quarterly Reporting: Contractor shall provide quarterly sales reporting in accordance with the schedule in the Master Agreement.

4. 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 capital lease financing arrangement with Cisco Capital, 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.

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

<u>Contractor</u>	
Name	Cisco Systems, Inc.
Contact:	Angelene Feril
Address	170 West Tasman Drive, San Jose, CA 95134
Telephone	(408) 424-0712
Fax	(408) 608-1729
E-mail	aferil@cisco.com

**PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 2014-2019
Administered by the State of Utah (hereinafter "Lead State")**

**MASTER AGREEMENT
Cisco Systems, Inc.
(hereinafter "Contractor" or "Cisco")**

Master Agreement No: AR233

And

State of Nevada
(hereinafter "Participating State/Entity")
(Participating State Contract Number: 8229)

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Participating Entity

Name	State of Nevada, Department of Administration, Purchasing Division
Contact:	Marti Marsh, Purchasing Officer
Address	518 E. Musser Street, #300
Telephone	(775) 684-0180
Fax	(775) 684-0188
E-mail	mmarsh@admin.nv.gov

The Parties will keep and maintain current at all times a primary point of contact for administration of this *Participating Addendum*.

6. Subcontractors: All Contractor's Fulfillment Partners, as defined in the Master Agreement, authorized in the State of Nevada, as shown on the dedicated Contractor's (cooperative contract) website, are approved to provide sales and service support to participants in the WSCA-NASPO Master Price Agreement, e.g. for direct order taking, processing, fulfillment or provisioning. The Fulfillment Partners' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

Subject to approval of the Participating State/Entity, and at the sole discretion of Contractor, Contractor may add Fulfillment Partners at any time during the term of this Participating Addendum. Contractor may designate a minimum of two Fulfillment Partners and no set maximum number of Fulfillment Partners to provide sales and services support. Contractor, in its sole discretion, is not required to add, and may delete upon thirty (30) days written notice, any Fulfillment Partner who does not meet Contractor's established qualifying criteria, or where the addition of the entity would violate any state or federal law or regulation.

7. Orders: Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or remote Services (i.e. maintenance and support; technical services, etc.) 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.

Purchasers may place orders directly only through Contractor's approved Fulfillment Partners or

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through Contractor for Products or remote Services (i.e. maintenance and support; technical services, etc.) as authorized under this Participating Addendum. Only those Fulfillment Partners approved and listed during the term of Participating Addendum at Contractor's website are authorized to directly provide quotes, receive purchase orders, invoice Customers, and receive payment from purchasers on Contractor's behalf.

Except as otherwise set forth in the qualifying criteria, Contractor will not, directly or indirectly, restrict any Fulfillment Partner's participation or ability to quote pricing for a Customer. The approved Fulfillment Partners will not offer less favorable pricing discounts than the contract discounts established by Contractor under the Master Agreement. However, the Fulfillment Partner may offer any additional incremental discounts to Participating State/Entity, and such additional discounts if offered, may be provided in the discretion and as the sole legal obligation of the approved Fulfillment Partner to the Participating State/Entity.

The Master Agreement number AR233 and the State Contract Number 8229 must appear on every Purchase Order placed under this Participating Addendum.

8. Product & Services Offering: The full suite of Product and Service offerings available under the Master Agreement may be procured under this Participating Addendum. Product offering categories include: **Data Center Application Services, Networking Software, Network Optimization and Acceleration, Optical Networking, Routers, Security, Storage Networking, Switches, Wireless and Unified Communications.**

9. Term: The term of this Participating Addendum shall begin on the *later of* June 1, 2014, or the date of last signature below. The term shall continue for a period ending on May 31, 2019, the Termination Date of the Master Agreement or when this Participating Addendum is terminated in accordance with the Master Agreement, whichever is later.

10. Notices: Notwithstanding anything contained in the Master Agreement to the contrary, all notices required or permitted under this Participating Addendum will be in writing and will be deemed given: (a) when delivered personally; (b) when sent by confirmed facsimile or electronic mail (in the case of Contractor to Agreement-notice@cisco.com); (c) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one (1) day after deposit with a commercial express courier specifying next day delivery,

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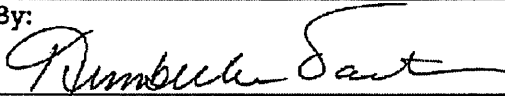

with written verification of receipt.

All communications will be sent to the addresses set forth Section 5 of this Participating Addendum (and notices to Contractor shall be further addressed to the Office of the General Counsel, Attn: Contract Notice) or such other address as may be designated by a party by giving written notice to the other party pursuant to this paragraph, or, in the absence of such an address from Customer, to the address to which the last invoice under this Participating Addendum was sent before notice is served.

Notwithstanding the foregoing, notices regarding changes in pricing, Software license terms, policies or programs may be by posting on Cisco.com or by e-mail or fax.

11. **Entire Agreement:** This Participating Addendum and the Master Agreement (including all amendments and attachments thereto) constitute the entire agreement between the parties concerning the subject matter of this Participating Addendum and replaces any prior oral or written communications between the parties, all of which are excluded. There are no conditions, understandings, agreements, representations or warranties, expressed or implied, that are not specified herein. This Participating Addendum may be modified only by a written document executed by the parties hereto.

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

Participating State:	Contractor: Cisco Systems, Inc.
By: 	By: 
Name: Kimberlee Taffer	Name: Brian Dulac
Title: Deputy Administrator	Title: Controller, Finance
Date: 5/14/14	Date: May 12, 2014

APPROVED BY LEGAL

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For questions on executing a participating addendum, please contact:

WSCA-NASPO

Cooperative Development Coordinator	Paul Stembler
Telephone	651-206-3858
E-mail	pstembler@wsca-naspo.org

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