



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: August 4, 2016

Staff Contact: Laura Tadman and Eric VonSchimmelmann

Agenda Title: For Possible Action: To approve Contract No. 1617-040 Information Technology Hardware, a joinder contract with Insight Public Sector through US Communities Contract #4400006644; Mountain States Networking/Cisco through NASPO (National Association State Procurement Officials) Contract #AR233; Dell through NASPO Contract #AR602; Apple through NASPO Contract #MNWNC-102; CDW Government LLC through NIPA (National Intergovernmental Purchasing Alliance); and SHI International Corp. through NASPO/WSCA Contract #ADSP011 00000358-3 for an amount not to exceed \$500,000 from various city accounts as approved in the FY17 budget (Laura Tadman; ltadman@carson.org and Eric VonSchimmelmann; Evonschimmelmann@carson.org).

Staff Summary: Each year we bring the vendors that we do a majority of the IT purchases with to the Board of Supervisors for approval. While many of the individual purchases and projects are not significant themselves, when combined together throughout the year they have a significant total cost to the city. This year is no exception and we are requesting you approve these major vendors for IT Hardware, Software and Services not to exceed \$500,000 in total. This amount was derived from looking at our historical yearly purchases.

Agenda Action: Formal Action/Motion

Time Requested: 5 minutes

Proposed Motion

Move to approve Contract No. 1617-040 Information Technology Hardware, a joinder contract with Insight Public Sector through US Communities Contract #4400006644; Mountain States Networking/Cisco through NASPO (National Association State Procurement Officials) Contract #AR233; Dell through NASPO Contract #AR602; Apple through NASPO Contract #MNWNC-102; CDW Government LLC through NIPA (National Intergovernmental Purchasing Alliance); and SHI International Corp. through NASPO/WSCA Contract #ADSP011 00000358-3 for an amount not to exceed \$500,000 from various city accounts as approved in the FY17 budget.

Board's Strategic Goal

Efficient Government

Previous Action

NA

Background/Issues & Analysis

Annually we receive approximately \$500,000 in Technology Hardware, Software and Service requests from various departments throughout the city. To receive the best pricing for the city it is beneficial to join onto larger state or nation wide contracts. While we are guaranteed the contract pricing we are not locked into this pricing which allows the vendors sometimes to use this as a guideline and offer us better pricing.

Applicable Statute, Code, Policy, Rule or Regulation

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: City wide accounts that were approved in the FY17 budget.

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: Each department would manage their account . FY16 year to date expenditures equal approximately \$460,000.

Alternatives

Do not approve joinder contract and provide alternative direction to staff.

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

U.S. Communities Government Purchasing Alliance



Why Insight and U.S. Communities?

As a U.S. Communities contract holder, Insight Public Sector is uniquely positioned to sell both technology products and IT services, including solutions from Apple, Cisco, Citrix, Commvault, Dell, EMC, Hewlett Packard Enterprise, HP Inc., Microsoft, NetApp, Panasonic, Symantec, Veritas and VMware.

We'll help you realize efficiencies and streamline costs while delivering IT solutions to end users and constituents, including:

- Mobility and office productivity
- Unified communications and collaboration
- Networks, data centers and virtualization
- Data protection

How our U.S. Communities contract helps your organization

Insight, in partnership with U.S. Communities, simplifies the procurement, implementation and management of the technologies your organization needs. By taking advantage of our competitively solicited U.S. Communities Contract for Technology Products, Services, Solutions, and Related Products and Services, you're assured of our best available price on our full portfolio of products and solutions.

- Save time and money with no user fees or comparison shopping.
- Eliminate duplicated efforts by countless agencies.
- Leverage economies of scale with no minimum purchase requirements.

Overcome budget limitations with leasing.

Insight provides flexible and convenient ways to manage your technology and keep pace with innovation through leasing. We have a dedicated finance team that can help ensure a seamless ordering process. Leasing can help you conserve capital, reduce your upfront costs and upgrade on demand.

Official contract:

U.S. Communities Technology Products, Services, Solutions, and Related Products and Services

Contract number:

4400006644

Start date:

May 1, 2016

Current end date:

April 30, 2019

Competitively solicited through Fairfax County, VA (Lead Public Agency)

1.800.INSIGHT | insight.com



U.S. COMMUNITIES™
GOVERNMENT PURCHASING ALLIANCE



Empowering your mission through technology

Mobility	Insight provides a holistic and best practices approach to help you take control of the dynamic mobile world.
Office productivity	We'll help you identify areas of improvement and seamlessly get you up and running.
Unified communications & collaboration	Achieve an intuitive flow between your work and the people you need to connect with to get the work done.
Network	We'll design and deploy a secure, real-time network infrastructure built with long-term goals in mind.
Data center	We listen to your unique needs and then create scalable, customized solutions.
Virtualization	Our wide network of technology partners and industry expertise give us the tools to move you into the virtual world, with tangible results.
Data protection	We're equipped to provide solutions that enhance security, without compromising efficiency.

About Insight Public Sector

Insight Public Sector is proud to have served public entities for more than 20 years. We offer hardware and software from the world's leading manufacturers and publishers, in addition to advanced IT services and solutions.

Our mission is simple: to assist state, local and federal government agencies, educational institutions, public safety entities and nonprofit organizations in leveraging technology to cost-effectively deliver on their mission to the public.

To learn more ways Insight can help you deliver on your mission to the public, contact us at 800.546.0578 or uscommunities@insight.com. Or visit ips.insight.com/uscommunities.

About U.S. Communities

The U.S. Communities Government Purchasing Alliance partners with public agencies to find solutions that benefit procurement professionals. Simply put, U.S. Communities was founded by public agencies for public agencies.

It goes beyond providing outstanding contracts. Together with its supplier partners, U.S. Communities is committed to offering comprehensive business solutions that help agencies maximize cost control while improving operational efficiencies and performance.

U.S. Communities takes great pride in not only providing resources, but also in serving as a resource, with innovative offerings including an online shopping portal, educational webinars and trainings, and a green purchasing program. U.S. Communities is the gold standard when it comes to honest and effective public procurement.

To learn more about U.S. Communities, visit uscommunities.org.



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

FEB 23 2016

Insight Public Sector, Inc.
6820 South Harl Avenue
Tempe, Az 85283

Attention: Erica Falchetti

Reference: RFP 2000001701, Technology Products, Services, Solutions & Related
Products and Services

Dear Ms. Falchetti:

Acceptance Agreement

Contract Number: 4400006644

This acceptance agreement signifies a contract award for Technology Products, Services, Solutions and Related Products and Services. The period of the contract shall be from May 1, 2016 through April 30, 2019, with four one-year renewal options or any combination of time equally not more than four years.

The contract award shall be in accordance with:

- 1) This Acceptance Agreement;
- 2) The Attached Memorandum of Negotiations.

Please note that this is not an order to proceed. A Purchase Order constituting your notice to proceed will be issued to your firm. Please provide your Insurance Certificate according to Section 17 of the Fairfax County Contract, within 10 days after receipt of this letter. All questions in regards to this contract shall be directed to the Contract Specialist, Lonnette Robinson, at 703-324-3281 or via e-mail at Lonnette.Robinson@fairfaxcounty.gov.

Sincerely,

Cathy A. Muse, CPPO
Director/County Purchasing Agent

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm
Phone 703-324-3201, TTY: 1-800-828-1140, Fax: 703-324-3228



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

MEMORANDUM OF NEGOTIATIONS RFP2000001701

The County of Fairfax (hereinafter called the County) and Insight Public Sector, Inc., (hereinafter called the "Contractor") agree to the following negotiated issues. The issues listed below shall be part of any subsequent contract.

- a. The County's Request for Proposal RFP2000001701 and all Addenda;
- b. The Contractor's Technical and Cost Proposals dated September 21, 2015;
- c. The Contractor's Functional Roles per Labor Category dated December 2, 2015
- d. The Geographic Market Tiers dated 12/10/2015;
- e. This Memorandum of Negotiation;
- f. County purchase order;
- g. Any amendments subsequently issued.

In addition, the County and the Contractor agree to the following:

1. Insight is awarded a contract for the following sections of the RFP:
 - 3.1.1 Technology Products
 - 3.1.2 Technology Services and Solutions
 - 3.1.3 Cisco Products, Services and Solutions
 - 3.1.4 HP Products, Services and Solutions
 - 3.1.5 Dell Products, Services and Solutions
 - 3.1.6 Panasonic Products, Services and Solutions
 - 3.1.7 EMC² Products, Services and Solutions
 - 3.1.8 CommVault Products, Services and Solutions
 - 3.1.9 Symantec Products, Services and Solutions
 - 3.1.10 Veritas Products, Services and Solutions
 - 3.1.11 VMWare Products, Services and Solutions
 - 3.1.12 Apple Products, Services and Solutions
 - 3.1.15 Microsoft Products, Services and Solutions
 - 3.1.16 Citrix Products, Services and Solutions
 - 3.1.17 NetApp Products, Services and Solutions
 - 3.1.18 Related Products, Services and Solutions
2. Participating Public Agencies reserve the right to request pricing with both service pricing methodologies: Service Category Rates and Time and Material Rates.
3. Pricing discount for Cisco hardware/software is 36% off MSRP for both government and education. Discounts are minimum discounts.

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm

Phone 703-324-3201, TTY: 1-800-828-1140, Fax: 703-324-3228

4. Any discounts are minimum discounts and any rates are not-to-exceed rates.
5. Contractor will offer Public Agencies the lowest possible price for which they are eligible under any contract available to the customer through this contract award. Insight will check for lowest possible price when an order is placed.
6. Any End User License Agreements (EULA's) referenced in Contractor's proposal is not incorporated as a part of the contract.
7. The Lead Public Agency acknowledges for itself and on behalf of each Participating Public Agency electing to procure under the Master Agreement that it may be required to execute one or more applicable Contractor standard contract documents if and when it orders one or more technology product, service/solution. At the time that an order for a technology product, service/solution is placed by a Public Agency, the Public Agency will review the applicable standard contract document(s) and, if acceptable to each particular Public Agency, complete and sign such document(s). Contractor agrees and acknowledges that if and when an order for one or more technology product, service/solution is placed by Lead Public Agency, Contractor may be required to execute a Contract Addendum substantially in the form attached hereto as License Agreement Addendum.
8. In the event that additional third-party products are procured under the Contract, the Contractor agrees to provide a copy of any and all applicable third-party agreements for review by the County. The County reserves the right to negotiate the terms and conditions of the third-party agreements associated with the use of the third-party products prior to issuing the purchase order for additional products.
9. The parties agree that any Statement/Scope of Work (SOW) and/or Service Level Agreement will be subject to negotiations and will be binding upon the parties and set forth in a written amendment to the Contract signed by the County Purchasing Agent and the Contractor.

ACCEPTED BY:



Kenneth Lamneck, Chief Executive Officer
Insight Public Sector, Inc.

2/9/16

Date



Cathy A. Muse, CPPO, Director
Department of Purchasing and Supply Management

2/22/16

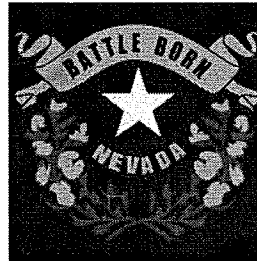
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NVP #AR233 (14-19)
Participating Addendum for NV #8229

Contract Start Date: 6/1/2014
Contract End Date: 5/31/2019



Minimum Discounts	Ordering Instructions	Contract Highlights	Contract Documents
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Discounts: Please refer to Exhibit 1 to Attachment C - Cost Schedule for further details

Product Discount: 35%

Service Discount:

Cisco SMARTnet	Discount % (Government)	Discount % (Education)
1-Year Contract	10%	25%
3-Year Prepaid Contract*	17%	28%
5-Year Prepaid Contract*	21%	30%

Technical/Maintenance Services (Not Under SMARTnet Program) 10%
Training/Learning Credits 0%
Advanced Services (Non-SOW Based) 0%

Partner Services	Onsite NTE Amount/Hour*	Remote NTE Amount/Hour*
Maintenance Services	\$600.00	\$525.00
Professional Services - Deployment Services	\$743.17	\$661.17
Consulting/Advisory Services	\$743.18	\$661.18
Architectural Design Services	\$743.19	\$661.19
Statement of Work Services	\$743.20	\$661.20
Partner Services	\$600.00	\$525.00
Training Deployment Services	\$600.00	\$525.00

*Onsite NTE Amount/Hour: Customer Premise Labor Rates Not To Exceed Hourly

*Remote NTE Amount/Hour: Vendor Premise Labor Rates Not To Exceed Hourly

NOTE: The hourly rates provided for Cisco Services are Not-To-Exceed (NTE) rates. Individual hours, or blocks of hours, may not be purchased separately. Cisco will use these rates to determine the total fixed price of a customer-approved Statement of Work (SOW) with specific deliverables. For "Partner Services", please contact the authorized resellers directly for their rates. They are authorized to only provide Basic Installation and Configuration services (i.e. rack and stack work, installation of purchased

Related Links

- [Partner Locator](#)
- [NASPO ValuePoint Website](#)
- [State of Nevada](#)
- [NASPO ValuePoint Introduction](#)
- [NVP eMarket Center](#)

Price Lists

- [Cisco U.S. Global Price Lists](#)

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Cisco equipment, etc.) under this Cisco NVP Data Communications Master Agreement AR-233 (14-19).

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:

To verify a Partner's current Cisco Technical Certifications or Specializations, please refer to the Partner Locator Tool.

A-D | E-L | M-R | S-Z

LEGAL COMPANY NAME & PRIMARY BUSINESS ADDRESS	PARTNER CONTACT INFORMATION
CVE Technologies Group, Inc. 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: Linda Peterson 2345 S. John Henry Dr. Salt Lake City, UT 84119 Phone: 801-908-4166 Fax: 801-880-3144 Cust Srvc/ESCALATIONS: Linda Peterson Phone: 801-908-4166
Dyrtek 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
MSN Communications Inc.* dba Mountain States Networking 1226 E 6600 S Salt Lake City, UT 84121 Phone: 801-743-6262 Fax: 801-281-3511 Federal ID #: 87-0669017 *Authorized Sourcefire Reseller	REMIT-TO: 1226 E 6600 S Salt Lake City, UT 84121 Phone: 801-743-6262 CUSTOMER ORDERS: Purchasing Department 1226 E 6600 S Salt Lake City, UT 84121 Phone: 801-743-6262 Fax: 801-281-3511 Cust Srvc/ESCALATIONS: Theresa Robison Phone: 801-743-6259
Presidio Networked Solutions, LLC 1955 Lakeway Drive, Suite 220 Lewisville, TX 75057 Phone: 212-652-5700 Toll Free: 866-330-7060 Fax: 781-932-0026 Federal ID #58-1667655	REMIT-TO: Mona Duke Presidio Networked Solutions Group, LLC Post Office Box 677638 Dallas, TX 75267-7638 Phone: 469-549-3884 CUSTOMER ORDERS: Matthew Keisler 2 Centerpointe Drive, Suite 100 Lake Oswego, OR 97035 Phone: 503-594-0358 Cust Srvc/ESCALATIONS: Greg Semler Phone: 503-594-0570
World Wide Technology, Inc. 60 Weldon Parkway	REMIT-TO: Tiffany Crocker

**LEGAL COMPANY NAME &
PRIMARY BUSINESS ADDRESS**

Maryland Heights, MO 63043
Phone: 314-919-1400
Toll Free: 800-432-7008
Fax: 314-919-1420
Federal ID #: 43-1912895

**PARTNER CONTACT
INFORMATION**

60 Weldon Parkway
Maryland Heights, MO 63043
Phone: 314-569-7755

CUSTOMER ORDERS:

Carol Harting
60 Weldon Parkway
Maryland Heights, MO 63043
Phone: 314-995-6103

Cust Srvc/ESCALATIONS:

Carol Harting
Phone: 314-995-6103

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Support Community
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Environmental Sustainability
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Cisco Designated VIP Program
Cisco Powered
Financing Options

**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
Dell Marketing, L.P.
Master Agreement No: AR602
(hereinafter "Contractor")**

And

State of Nevada
(hereinafter "Participating State/Entity")
(Participating State Contract Number: 8229)
(Dell Contract Code WNN49AGS)

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1. Scope: Contractor and the Division of Purchasing and General Services, an agency of the Lead State have executed State Cooperative Contract, Contract Number AR602 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") 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.

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.

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 delivery guarantee 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 the Nevada State Purchasing Division. Orders under \$5,000.00 may be purchased direct by the using agency.

PARTICIPATING ADDENDUM
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- 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 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, 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.
- 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 an Independent Contract for Services per NRS 333, NAC 333 and SAM 0300.
- e. **Delivery:** 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.
- 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. **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

PARTICIPATING ADDENDUM
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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 lease financing arrangement with Dell Financial, 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):

Contractor
Master Agreement Contact

Name	Ashleigh D. Lane
Address	One Dell Way, Mail Stop 8707, Round Rock, Texas 78682
Telephone	512-723-1033
Fax	512-283-9092
E-mail	ashleigh.lane@dell.com

Contractor
Participating Addendum Contact

Name	Amy Ivy
Address	One Dell Way, Mail Stop 8707, Round Rock, Texas 78682
Telephone	512-723-6201
Fax	512-283-9092
E-mail	Amy.Ivy@Dell.com

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Participating Entity

Name	State of Nevada, Department of Administration, Purchasing Division
Contact:	Marti Marsh, Purchasing Officer
Address	515 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 Dell authorized Resellers and Agents in 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. Dell shall make all determinations about which entities in the State of Nevada that the Dell authorized Reseller and Agents may support. The Dell authorized Resellers and Agents participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

a. Dell authorized Resellers

1. Dell authorized Resellers shall provide quotes, accept purchase orders, and accept payment from entities ordering under this Participating Addendum.

b. Dell authorized Agents

1. Dell authorized Agents are authorized to provide quotes, sales assistance, configuration guidance and ordering support for hardware, software and services available this Participating Addendum.
2. Dell authorized Agents ARE NOT authorized to accept orders, purchase orders or payment from entities ordering under this Participating Addendum.

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The Master Agreement number AR602 and the State Contract Number 8229 must appear on every Purchase Order placed under this Participating Addendum.

7. Product & Services Offering: The full suite of product offerings available under the Master Agreement may be procured under this Participating Addendum. Product offering categories include: **Networking Software, Network Optimization and Acceleration, Routers, Security, Storage Networking, Switches and Wireless (connectivity to wireless devices).**

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

9. Orders: Any Order placed by an entity ordering under this Participating Addendum for a hardware, software and/or services the 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.

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

Participating State:	Contractor:
By: 	By:  Digitally signed by Amy Ivy. DN: cn=Amy Ivy, o=Dell, ou, email=Amy_Ivy@Dell.com, c=US Date: 2014.06.16 15:01:21 -05'00'
Name: Kimberlee Tarter	Name: Amy Ivy
Title: Deputy Administrator	Title: Contracts Manager
Date: 6/17/14	Date: 6/16/14

**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
Dell Marketing, L.P.
Master Agreement No: AR602
(hereinafter "Contractor")**

And

**State of Nevada
(hereinafter "Participating State/Entity")
(Participating State Contract Number: 8229)
(Dell Contract Code WNN49AGS)**

Page 6 of 6

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]**

PARTICIPATING ADDENDUM
NASPO VALUEPOINT COOPERATIVE PURCHASING PROGRAM
COMPUTER EQUIPMENT: (Desktops, Laptops, Tablets, Servers, Storage and
Ruggedized Devices including Related Peripherals & Services)
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Dell Marketing L.P.
Master Agreement No: MNWNC-108
Dell Master Agreement No. WN91AGY
(hereinafter "Contractor")

And

State of Nevada
Dell Contract Code WN21AGW
(hereinafter "Participating State")
(Participating State Contract Number: 8346)

Page 1 of 9

1. **Scope:** This Participating Addendum adds the State of Nevada as a Participating State to purchase COMPUTER EQUIPMENT (Desktops, Laptops, Tablets, Servers, Storage and Ruggedized Devices including Related Peripherals) contract led by the State of Minnesota; specifically Master Agreement WN91AGY with Dell Marketing L.P. 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; desktop and laptop units/configurations are not to exceed \$10,000 each; tablet and peripheral configurations shall not exceed \$5,000 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 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.

- 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.

**PARTICIPATING ADDENDUM
NASPO VALUEPOINT COOPERATIVE PURCHASING PROGRAM
COMPUTER EQUIPMENT: (Desktops, Laptops, Tablets, Servers, Storage and
Ruggedized Devices including Related Peripherals & Services)
Administered by the State of Minnesota (hereinafter "Lead State")**

**MASTER AGREEMENT
Dell Marketing L.P.
Master Agreement No: MNWNC-108
Dell Master Agreement No. WN91AGY
(hereinafter "Contractor")**

And

State of Nevada
Dell Contract Code WN21AGW
(hereinafter "Participating State")
(Participating State Contract Number: 8346)

Page 2 of 9

4. **Contractor Modifications or Additional Terms and Conditions to the Master Agreement:**

A. Use of Purchasing-card is at time of order placement only, and not permitted for payment of invoices issued by Contractor.

B. Any assignment by Participating State of its purchase order to a third-party financing company (other than Dell Financial Services, LLC) must be approved in advance in writing by Contractor, and in no case shall any such approval excuse Participating State from its obligations hereunder.

C. Returns and Exchanges: Before returning or exchanging a product, the purchasing entity must contact the Contractor to obtain an authorization number to include with the return. Purchasing entity must return products to contract vendor in their original or equivalent packaging and purchasing entity is responsible for risk of loss as well as shipping and handling fees. Additional fees, including up to a 15% restocking fee may apply. If purchasing entity fails to follow the return or exchange instructions provided by contract vendor, contract vendor will not be responsible for any loss, damage or modification of a product for disposal or resale. Credit for partial returns may be less than invoice or individual component prices due to bundled or promotional pricing associated with the original purchase. The restocking fee shall not apply in the event of contract vendor error.

D. Dispute Resolution. Participating State and Contractor will attempt to resolve any Dispute through face-to-face negotiation with persons fully authorized to resolve the Dispute or through mediation utilizing a mediator agreed to by the parties, rather than through litigation. The existence or results of any negotiation or mediation will be treated as Confidential Information. Notwithstanding the foregoing, either party will have the right to seek from a state or federal court a temporary restraining order, preliminary injunction, or other equitable relief to preserve the status quo, prevent irreparable harm, avoid the expiration of any applicable limitations period, or preserve a superior position with respect to other creditors, although the merits of the underlying Dispute will be resolved in accordance with this paragraph. In the event

**PARTICIPATING ADDENDUM
NASPO VALUEPOINT COOPERATIVE PURCHASING PROGRAM
COMPUTER EQUIPMENT: (Desktops, Laptops, Tablets, Servers, Storage and
Ruggedized Devices including Related Pexipherals & Services)
Administered by the State of Minnesota (hereinafter "Lead State")**

MASTER AGREEMENT

Dell Marketing L.P.
Master Agreement No: MNWNC-108
Dell Master Agreement No. WN91AGY
(hereinafter "Contractor")

And

State of Nevada
Dell Contract Code WN21AGW
(hereinafter "Participating State")
(Participating State Contract Number: 8346)

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the parties are unable to resolve the Dispute within thirty (30) days of notice of the Dispute to the other party, the parties shall be free to pursue all remedies available at law or in equity.

E. Contractor may not subcontract or delegate the performance of its obligations under this Agreement in whole or in part, or any rights, duties, obligations or liabilities under this Agreement, by operation of law or otherwise, without the prior written consent of Participating State (*other than subcontractors retained by Contractor from time to time in the ordinary course of business to perform CFI, warranty, break/fix, administrative and back office services who will not have access to Buyer's confidential data other than billing and contact information*) and provided that Contractor shall remain responsible for the performance of its obligations under this Agreement.

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

a. **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.

b. **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

PARTICIPATING ADDENDUM
NASPO VALUEPOINT COOPERATIVE PURCHASING PROGRAM
COMPUTER EQUIPMENT: (Desktops, Laptops, Tablets, Servers, Storage and
Ruggedized Devices including Related Peripherals & Services)
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Dell Marketing L.P.
Master Agreement No: MNWNC-108
Dell Master Agreement No. WN91AGY
(hereinafter "Contractor")

And

State of Nevada
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computers, laptops, tablets, servers or storage devices, orders under \$5,000.00 may be purchased direct by the using agency.

c. 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.

d. 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.

e. 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.

f. 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

PARTICIPATING ADDENDUM
NASPO VALUEPOINT COOPERATIVE PURCHASING PROGRAM
COMPUTER EQUIPMENT: (Desktops, Laptops, Tablets, Servers, Storage and
Ruggedized Devices including Related Peripherals & Services)
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Dell Marketing L.P.
Master Agreement No: MNWNC-108
Dell Master Agreement No. WN91AGY
(hereinafter "Contractor")

And

State of Nevada
Dell Contract Code WN21AGW
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(Participating State Contract Number: 8346)

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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, 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.

g. 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.

h. 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.

i. 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.

j. 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

**PARTICIPATING ADDENDUM
NASPO VALUEPOINT COOPERATIVE PURCHASING PROGRAM
COMPUTER EQUIPMENT: (Desktops, Laptops, Tablets, Servers, Storage and
Ruggedized Devices including Related Peripherals & Services)
Administered by the State of Minnesota (hereinafter "Lead State")**

MASTER AGREEMENT
Dell Marketing L.P.
Master Agreement No: MNWNC-108
Dell Master Agreement No. WN91AGY
(hereinafter "Contractor")

And

State of Nevada
Dell Contract Code WN21AGW
(hereinafter "Participating State")
(Participating State Contract Number: 8346)

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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.

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

First Quarter:	July 1 through September 30
Second Quarter:	October 1 through December 31
Third Quarter:	January 1 through March 31
Fourth Quarter:	April 1 through June 30

l. 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 Dell Financial, 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.

PARTICIPATING ADDENDUM
NASPO VALUEPOINT COOPERATIVE PURCHASING PROGRAM
COMPUTER EQUIPMENT: (Desktops, Laptops, Tablets, Servers, Storage and
Ruggedized Devices including Related Peripherals & Services)
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Dell Marketing L.P.
Master Agreement No: MNWNC-108
Dell Master Agreement No. WN91AGY
(hereinafter "Contractor")

And

State of Nevada
Dell Contract Code WN21AGW
(hereinafter "Participating State")
(Participating State Contract Number: 8346)

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

Contractor

Participating Addendum Contact

Name	Amanda Hudson
Address	One Dell Way, Mail Stop RR 1-33, Round Rock, Texas 78682
Telephone	301-345-1081
Fax	512-283-9092
E-mail	Amanda.Hudson@dell.com

Contractor

Master Agreement Contact

Name	Diane Wigington
Address	One Dell Way, Mail Stop RR 1-33, Round Rock, Texas 78682
Telephone	512-728-4805
Fax	512-283-9092
E-mail	diane.wigington@dell.com

Participating State

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 Resellers and Agents in and by the State of Nevada, as shown on the dedicated Contractor (cooperative contract) website and as established in the eMarket Center, 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

**PARTICIPATING ADDENDUM
NASPO VALUEPOINT COOPERATIVE PURCHASING PROGRAM
COMPUTER EQUIPMENT: (Desktops, Laptops, Tablets, Servers, Storage and
Ruggedized Devices including Related Peripherals & Services)
Administered by the State of Minnesota (hereinafter "Lead State")**

**MASTER AGREEMENT
Dell Marketing L.P.
Master Agreement No: MNWNC-108
Dell Master Agreement No. WN91AGY
(hereinafter "Contractor")**

And

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Nevada that the Contractor authorized Reseller and Agents may support. The Contractor authorized Resellers and Agents 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 Resellers and Agents will be limited to five (5) with a preference for Nevada vendors.

All contractor authorized resellers and/or agents will be listed on the state's landing page on this website:

<http://www.dell.com/learn/us/en/04/slg/nevada?c=us&l=en&s=bsd&cs=04>

a. Contractor authorized Resellers

1. Contractor authorized Resellers shall provide quotes, accept purchase orders, and accept payment from entities ordering under this Participating Addendum.

b. Contractor authorized Agents

1. Contractor authorized Agents are authorized to provide quotes, sales assistance, configuration guidance and ordering support for hardware, software and services available this Participating Addendum.

2. Contractor authorized Agents ARE NOT authorized to accept orders, purchase orders or payment from entities ordering under this Participating Addendum.

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-108 on the order.

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.

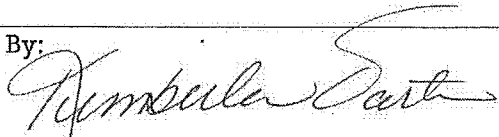
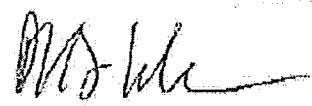
**PARTICIPATING ADDENDUM
 NASPO VALUEPOINT COOPERATIVE PURCHASING PROGRAM
 COMPUTER EQUIPMENT: (Desktops, Laptops, Tablets, Servers, Storage and
 Ruggedized Devices including Related Peripherals & Services)
 Administered by the State of Minnesota (hereinafter "Lead State")**

**MASTER AGREEMENT
 Dell Marketing L.P.
 Master Agreement No: MNWNC-108
 Dell Master Agreement No. WN91AGY
 (hereinafter "Contractor")**

And

State of Nevada
 Dell Contract Code WN21AGW
 (hereinafter "Participating State")
 (Participating State Contract Number: 8346)

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

Participating State: Nevada	Contractor: Dell Marketing L.P.
By: 	By: 
Name: Kimberlee Carter	Name: David F. White
Title: Deputy Administrator	Title: Contracts Manager
Date: 8/17/15	Date: August 13, 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]**

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)

Page 1 of 8

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.

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)

Page 2 of 8

- 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

**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)

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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.

**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)

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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

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)

Page 5 of 8

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

1-800-890-0325 (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)

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)

Page 6 of 8

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

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

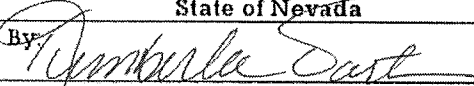

MASTER AGREEMENT
 Master Agreement No: MNWNC-102
 Apple Inc.
 (hereinafter "Contractor" or "Contract Vendor")
 and
 State of Nevada
 (hereinafter "Participating State/Entity")
 (Participating State Contract Number: 8346)

Page 7 of 8

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: 	By: 
Name: Kimberlee Taster	Name: Steve Hange
Title: Dep. Administrator	Title: Sr. Mgr. US Bids & Contracts
Date: 10/31/15	Date: 10/21/15

**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)

Page 8 of 8

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]**

City of Tucson

Contract

For

Informational Technology Solutions

Including desktops, notebooks, servers, software, peripherals and services

With

CDW Government LLC

Effective: August 18, 2013

The following documents comprise the executed contract between the City of Tucson and CDW Government, LLC (CDW-G), effective August 18, 2013:

- I. Signed Offer and Acceptance
- II. Final Negotiated Terms and Conditions
- III. CDW-G's Response to the Request for Proposal
- IV. The Terms and Conditions of the Request for Proposal, incorporated by reference

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

CDW Government LLC
Company Name

Name: Larissa Newman

230 N Milwaukee Ave
Address

Title: Proposal Specialist

Vernon Hills IL 60061
City State Zip

Phone: 866.259.0569

Tara K Barbieri
Signature of Person Authorized to Sign

Fax: 312.752.4078

Tara K. Barbieri
Printed Name

E-mail: larinew@cdw.com

Director, of Program Sales
Title

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 130733.

CITY OF TUCSON, a municipal corporation

Approved as to form this 31st day of May, 2013.

Awarded this 30 day of May, 2013.

Stan Smith
As Tucson City Attorney and not personally

Laura Jesting
Marcheta Gillespie, C.F.M., CPPO, CPPB, CPM
As Interim Director of Procurement and not personally

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4103
ISSUE DATE: JULY 23, 2014

CONTRACT NO.: 130733
CONTRACT AMENDMENT NO.: ONE (1)
PAGE 1 of 1
JM
CONTRACT OFFICER: NATHAN DAOU

THIS CONTRACT IS AMENDED AS FOLLOWS:

INFORMATION TECH SOLUTIONS, INCLUDING DESKTOPS, NOTEBOOKS, SERVERS, SOFTWARE, PERIPHERALS, AND SERVICES

1. Pursuant to Contract No. 130733, Term and Renewal, the City is hereby exercising its option to renew the service agreement for the period of August 16, 2014 through August 17, 2015.
2. The following sentence is hereby added to Paragraph 20 (Indemnification) of the Standard Terms and Conditions section:

"If Contractor or any of Contractor's employees are certified to receive a premium tax credit or cost sharing reduction which triggers a §4980H (a) or (b) penalty against the City, the Contractor shall indemnify the City from and shall pay any assessed tax penalty."

3. Standard Terms and Conditions, Paragraph 21 shall hereby be replaced with the following:

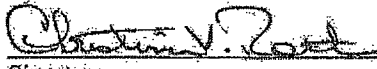
21. INDEPENDENT CONTRACTOR: It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries holidays, paid vacation, sick days, or pension contributions by the City. The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
AND UNDERSTANDING OF THE ABOVE AMENDMENT.

THE ABOVE REFERENCED CONTRACT AMENDMENT IS
HEREBY EXECUTED
THIS 15th DAY OF AUGUST, 2014,
AT TUCSON, ARIZONA.



Signature Date

Christina Rother, President, CDW Government LLC

Typed Name and Title

CDW Government LLC

Company Name

230 N. Milwaukee Avenue

Address

crother@cdwg.com

Email Address

Vernon Hills Illinois 60061

City State Zip



As Director of Procurement and not personally

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4105
ISSUE DATE: APRIL 27, 2015

CONTRACT NO.: 130733
CONTRACT AMENDMENT NO.: TWO (2)
PAGE 1 of 1
SA
CONTRACT OFFICER: LLOYD WINDLE

THIS CONTRACT IS AMENDED AS FOLLOWS:

INFORMATION TECH SOLUTIONS, INCLUDING DESKTOPS, NOTEBOOKS, SERVERS, SOFTWARE, PERIPHERALS, AND SERVICES

1. Pursuant to Contract No. 130733, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of August 16, 2015 through August 15, 2016.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Christina V. Rother 5-8-15
Signature Date

Christina V. Rother President, CDW Government LLC
Typed Name and Title

CDW Government LLC
Company Name

230 N. Milwaukee Avenue
Address

crother@cdwg.com
Email Address

Vernon Hills Illinois 60061
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT
IS HEREBY EXECUTED THIS 8th DAY
OF May, 2015, AT TUCSON, ARIZONA.



Nathan Daon
As Director of Procurement and not personally

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4105 / FAX: (520) 791-4735
Lloyd.Windle@tucsonaz.gov
ISSUE DATE: MAY 16, 2016

CONTRACT #130733-01
CONTRACT AMENDMENT NUMBER: THREE (3)
PAGE 1 of 1
LW/r
CONTRACT OFFICER: LLOYD B. WINDLE II

INFORMATION TECHNOLOGY SOLUTIONS INCLUDING DESKTOPS, SERVERS, SOFTWARE, PERIPHERALS, AND SERVICES

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1): RENEWAL

Pursuant to Contract No. 130733, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of August 16, 2016 through August 15, 2017.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: _____

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Max Reed 5/24/16
Signature of person authorized to sign Date

Max Reed VP Program Sales
Name and Title (typed or printed legibly)

CDW
Company Name

200 N. Milwaukee Ave
Address

PSP@cdw.com
Email Address

Vernon Hills, IL 60061
City State Zip

Contact information for Sales/Account Representative
for daily business operations:

Pat O'Brien - Field Sales Manager
Name and Title (typed or printed legibly)

847-371-5584
Phone Number

Email Address

CITY OF TUCSON: _____

THE ABOVE REFERENCED CONTRACT AMENDMENT
IS HEREBY EXECUTED THIS 26th DAY
OF May, 2016, AT TUCSON, ARIZONA.

for Nathan Dixon
Marcheta Gillespie, CPPO, C.P.M., CPPB, CPM
as Director of Procurement and not personally

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT F- NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT**

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with National IPA and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama*	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma*	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	<u>State of Nevada</u> <input checked="" type="checkbox"/>	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <http://www.usa.gov/Agencies/Local.shtml>

*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

Certain Public Agencies and Political Subdivisions:

Cities, Towns, Villages and Boroughs including but not limited to:

- BAKER CITY GOLF COURSE, OR
- CITY OF ADAIR VILLAGE, OR
- CITY OF ASHLAND, OR
- CITY OF AUMSVILLE, OR
- CITY OF AURORA, OR
- CITY OF BAKER, OR
- CITY OF BATON ROUGE, LA
- CITY OF BEAVERTON, OR
- CITY OF BEND, OR
- CITY OF BOARDMAN, OR
- CITY OF BOSSIER CITY, LA
- CITY OF BURNS, OR
- CITY OF CANBY, OR
- CITY OF CANYONVILLE, OR
- CITY OF CLATSKANIE, OR

**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)

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 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:

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 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 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 #ADSPO11-0000358-3"; (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 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 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: ADSPO11-00000358-3.

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.

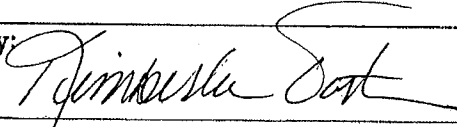
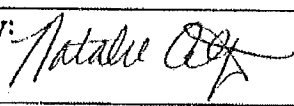
This Participating Addendum and the Master Price Agreement number ADSPO11-00000358-3 (administered by the State of Arizona) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, 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.

Purposely Left Blank

**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:	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 #5 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 Ave.
Somerset, NJ 08873

Contact: Alison Turner

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

Email: Alison_turner@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)

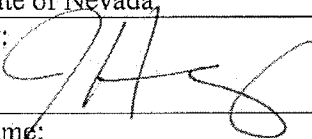
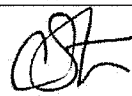
Page 1 of 1

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, 3 and 4 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, 2016 to October 1, 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: SHI International Corp.
By: 	By: 
Name: Jeffrey Haag	Name: Cassie Skelton
Title: Administrator	Title: Senior Contract Specialist
Date: <i>May 24 2016</i>	Date: May 19, 2016

Vendor Name	FY14	FY15	FY16
APPLE	\$ -	\$ -	\$ 17,826.00
CDW GOVERNMENT	\$ 10,514.53	\$ 8,484.47	\$ 11,584.98
DELL	\$ 10,926.44	\$ 20,228.06	\$ -
INSIGHT PUBLIC SECTOR	\$ 224,499.48	\$ 282,053.51	\$ 346,899.25
MOUNTAIN STATES NETWORKING (CONVERGED ONE)	\$ -	\$ -	\$ 34,318.75
SHI CORP	\$ 53,180.00	\$ 19,777.00	\$ 46,992.00
TOTAL PER FY	\$ 299,120.45	\$ 330,543.04	\$ 457,620.98