

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

WSCA/NASPO PC Contracts 2009-2014

COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES

MASTER PRICE AGREEMENT NUMBER B27160

Between

Dell Marketing L.P.

[hereinafter "Contractor"]

and

State of Nevada

[hereinafter "Participating State" or "Participating Entity"]

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1. Scope

This Participating Addendum adds the State of Nevada as a Participating State to purchase Computer Equipment, Peripherals and Related Services from the WSCA/NASPO PC Contracts 2009-2014 led by the State of Minnesota; specifically WSCA Master Agreement B27160 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 purchase computer equipment, peripherals and related services. This Participating Addendum does NOT include the purchase of Microsoft products other than operating systems or any software not installed on a server or SAN. Individual units/configurations for servers and storage (SAN's etc.) are not to exceed \$300,000 each; desktop units/configurations are not to exceed \$100,000; printer units/configurations shall not exceed \$50,000 each. Equipment shall be defined as workstations, desktop, laptop (includes Tablet PC's), handheld (PDA) devices, projectors, servers, printers, monitors, computing hardware, including upgrade components such as memory, storage drives, and spare parts. AUDIO VISUAL PRODUCTS (digital cameras, televisions, whiteboards, etc.) are NOT included in this RFP or subsequent contracts. The exception to this definition is whiteboards, which can be sold as part of the Instructional Bundles, but not as a stand-alone item.

2. Participation

Use of specific WSCA/NASPO cooperative contract by state agencies, political subdivisions and other entities (including cooperatives) (hereinafter "Ordering Entity" or "Customer") authorized by an individual state's statutes to use state 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.

3. Changes

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 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. With the exception of

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computers, laptops, storage devices or any equipment utilizing hard drives, orders under \$5,000.00 (effective October 1, 2009) may be placed direct by a using entity to the contract vendor.

All orders and payments are to be issued directly to: **Dell Marketing L.P.**

All purchase orders issued by purchasing entities with the jurisdiction of this Addendum must include the Master Price Agreement Number B27160.

4. Reserved

5. Lease Agreements

Equipment lease agreement terms and conditions included in the Master Price Agreement are NOT approved for use by the State of Nevada.

6. Primary Contacts

The primary contact individuals for this Addendum are as follows (or their named successors):

Master Agreement Contacts:

Lead State:

Name: Bernadette Kopischke
Address: 112 Admin Bldg, St Paul, MN 55155
Telephone: (651) 201-2450
Fax: (651) 297-3996
E-mail: bernie.kopischke@state.mn.us

Contractor Lead:

Name: Stephanie D. Shipp
Address: One Dell Way, Mail Stop 8708, Round Rock, TX 78682
Telephone: (512) 728-7894
Fax: (512) 283-9092
E-mail: Stephanie_Shipp@dell.com

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Participating Addendum Contacts:

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@purchasing.state.nv.us

Contractor State Contract Manager:

Name: Scott Loras

Address: One Dell Way, Mail Stop 8708, Round Rock, TX 78682

Telephone: (512) 728-8857

Fax: (512) 283-9092

E-mail: Scott_Loras@dell.com

7. Servicing Subcontractors

Contractor may engage third party service providers to perform various services and has several authorized Dell Service Providers (DSPs). DSPs will not accept orders or payments.

Contractor wishes to identify Servicing Subcontractor(s) ("WSCA Agent") to market Contractor's Products and Services, as identified on Contractor's Products & Services Schedule ("PSS"), on behalf of Contractor. The State of Nevada may utilize WSCA Agents pursuant to the Contractor defined WSCA Agent program as defined in a separate written Agreement between Contractor and WSCA Agent.

WSCA Agents authorized within the State will have their names identified on the State's respective www.Dell.com/naspowsca Contractor state store page.

Placement of Orders and Shipment of Orders directly from Contractor will remain unchanged in the Addendum. All orders and payments are to be issued directly to: **Dell Marketing L.P.**

8. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA")

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If Contractor is notified by ordering entity that a specific purchase order is being made with ARRA funds, Contractor agrees to assist the ordering entity with their requirement to comply with the data element and reporting as currently defined in Federal Register Volume 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing Contractor at the time of purchase order placement that ARRA funds are being used. Contractor will include the tracking data, if provided by ordering entity, as an element within the utilization report, as per Article 44 of the MPA. Contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

9. Services

The terms of the Master Purchase Agreement shall apply each time Customer engages Contractor to provide services. All services provided will be described in one or more of the following:

- (i) "Service Descriptions" used to describe any services purchased by an entity;
- (ii) any mutually agreed upon "Statement of Work" ("SOW") executed by the parties; or
- (iii) any "Technical Specification Form" approved by the parties

All onsite services such as installation, de-installation, training or ongoing maintenance requested by state agencies will require the implementation of an Independent Contract for Services per NRS 333, NAC 333 and SAM 0300.

10. Evaluation Equipment

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 for state agencies only must be approved in writing by the Budget Division and the Purchasing Division prior to the evaluation period per SAM 1511.0 (5). Purchases of the equipment shall comply with the terms of the Master Purchase Agreement and participating addendum.

This Addendum and the Master Price Agreement 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 Master Price Agreement, together with its

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exhibits, shall not be added to or incorporated into this Addendum or the Master 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 Master Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

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

Participating Entity: State of Nevada

Contractor: Dell Marketing, L.P.



Name: Marti Marsh
Title: Purchasing Officer II
Date: July 29, 2009



Name: Stephanie G. Miller
Title: Contracts Sr. Consultant
Date: July 29, 2009