

**VALUEPOINT COOPERATIVE PURCHASING PROGRAM**  
**COMPUTER EQUIPMENT: (Desktops, Laptops, Tablets, including Related Peripherals & Services)**

**Administered by the State of Minnesota (hereinafter "Lead State")**

MASTER AGREEMENT

Master Agreement No: MNWNC-117

Lenovo (United States) Inc.  
(hereinafter "Contractor")

And

State of Nevada

(hereinafter "Participating State")

(Participating State Contract Number: 99SWC-NV21-7949))

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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) contract led by the State of Minnesota. All governmental entities within the State of Nevada, including all State agencies, the Nevada System of Higher Education, the Court System, the Legislative Counsel Bureau and all Political Subdivisions within the State of Nevada are authorized to utilize **State** contracts with the prior approval of the State's Chief Procurement Official. The Products and Services available under this Participating Addendum include all Products and Services in scope for the Master Agreement. This Participating Addendum does **NOT** include the purchase of Microsoft products other than operating systems. Individual units/configurations for 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 July 31, 2021.

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.

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.
- 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

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quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

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

- 4.1 LOCAL GOVERNMENTS: Local governments (as defined in NRS §332.015) are intended third party beneficiaries of this contract and any local government may join or use this or any contract resulting from the underlying RFP subject to all terms and conditions thereof pursuant to NRS §332.195. The State is not liable for the obligations of any local government which joins or uses this or any contract resulting from this Participating Addendum.
- 4.2 CUSTOMER FRIENDLY CATALOG: Contractor must develop, provide and maintain information to allow for online ordering capability through NevadaEPro. The Nevada Purchasing Division will work with the Contractor to determine whether a hosted or punchout platform is appropriate.
- 4.3 ADMINISTRATIVE FEE:
  - a. Contractor shall pay a quarterly administrative fee payable to the "State of Nevada Purchasing Division." The administrative fee is one percent (1%) and applies to all payments (net of returns, credits, or adjustments) received by the Contractor for all products and services provided under the contract during the quarter beginning the date of execution of this contract.
  - b. Applicable administrative fees shall not be included on the invoice as an individual line item.
  - c. All administrative fee payments shall include the contract number on any transmittal document. However, only one contract number must be entered on a transmittal document. If submitting an administrative fee payment for more than one contract, then a separate electronic payment and associated transmittal document must be submitted by the Contractor for each contract.
  - d. The State will not issue an invoice for the administrative fee owed to the State. It is the responsibility of the Contractor to pay the administrative fee with no prompting from the State. Contractor shall pay the quarterly administrative fee within forty five (45) days of quarter end (refer to section below).

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e. Templates for the required quarterly reports listed below may be downloaded from the Purchasing Division website <http://purchasing.nv.gov/vendors/DBINV/>. Reports must be submitted via email to: [NVQtlyReport@admin.nv.gov](mailto:NVQtlyReport@admin.nv.gov)

f. Nevada Purchasing Division Statewide Contract Quarterly Administrative Fee Report:

Contractor shall complete the Statewide Contract Quarterly Administrative Fee Report. The report shall identify total payments (minus returns and credits) received by the Contractor from state agencies, the university and community college system, the Legislative Counsel Bureau, political subdivisions, and other authorized entities that were made pursuant to the contract.

g. Nevada Purchasing Division Statewide Contract Quarterly Usage Report:

Contractor shall complete the Statewide Contract Quarterly Usage Report to include at a minimum the data element information listed below:

Data Element	Description
Customer Name	Name of entity making the purchase—if customer has multiple locations, please use the main entity name.
Customer Type	Indicate the type of entity making the purchase: S=State Agency E=University and Community College P=Political Subdivision O=Other Entity
PO # or Other Authorization Type	Number provided by the customer to authorize the purchase. If purchase was made with a credit card enter P-Card.
Purchase Description	Description of the product or service purchased
Quantity	Quantities (excluding returns) of products delivered—enter a quantity of one (1) for a service.
Unit Price	Unit price charged (excluding credits) for the product or service purchased.
Total Cost	Total cost of the purchase—quantity delivered x unit price charged.

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h. Fee Payment and Report Schedule:

Contractor shall pay the administrative fee quarterly, if owed, and provide the Quarterly Administrative Fee & Usage Report to the Purchasing Division even if no payments are made in a quarter in accordance with the following schedule:

<b>Period End</b>	<b>Report Due</b>
March 31	May 15
June 30	August 14
September 30	November 14
December 31	February 14

i. Report Modifications:

The Purchasing Division reserves the right to modify the requested format and contents of the Quarterly Administrative Fee & Usage Report by providing thirty (30) calendar days written notice to the Contractor. The Purchasing Division may unilaterally amend the contract, with (30) calendar days written notice to the Contractor to change the timing for submission of the Quarterly Administrative Fee & Usage Report. Contractor understands and agrees that if such an amendment is issued by the Purchasing Division, Contractor shall comply with all contractual terms, as amended.

j. Timely Reports and Fees:

If the quarterly administrative fee is not paid and quarterly report is not received by forty five (45) calendar days of quarter end, then the Contractor will be in material breach of this contract.

- 4.4 **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, tablets, servers or storage devices, orders under \$5,000.00 may be purchased direct by the using agency.

Purchasing cards are **not** authorized for purchases made by State agencies for any desktops, laptops,

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or tablets.

4.5 **Software:**

- a. Software is restricted to operating systems and commercial off-the-shelf (COTS) software and is subject to equipment configuration limits.
- b. Software is an option which must be related to the procurement of equipment and must be made at the time of the equipment purchase.
- c. Software must be pre-loaded or provided as an electronic link with the initial purchase of the equipment.
- d. Other than operating systems, all Microsoft product licenses and software must be purchased from the State's **mandatory** Microsoft Select Master Agreement.

4.6 **Restrictions:**

- a. Hardware and software required to solely support wide area network (WAN) operation and management are not allowed.
- b. Wireless phone and internet service is not allowed.
- c. Cloud Services including acquisitions structured as managed onsite services are not allowed.
- d. Managed print services are not allowed.
- e. Standalone purchases of software other than middleware related to storage or server equipment purchases are not allowed.
- f. Standalone purchases of third-party products are not allowed. Third party products may be included with the purchase of computer hardware only.

4.7 **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.

4.8 **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

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canceled by the contract vendor upon 60 days written notice to the State of Nevada, Purchasing Division.

- 4.9 **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.
- 4.10 **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.
- 4.11 **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.
- 4.12 **Evaluation Equipment:** If the contractor, by mutual agreement with the Participating Entity, wishes to allow the use of equipment for the purposes of evaluation prior to purchase, these "try and buy" acquisitions must be approved in writing by the Purchasing Division **prior** to the evaluation period per SAM 1511.0 (5). Final purchases of the equipment shall comply with the terms of the Master Price Agreement, Participating Addendum and approval of the Purchasing Division.
- 4.13 **State of Nevada Quarterly Reporting:** Contractor shall submit quarterly reports to the Contracting Officer assigned by the State to manage this contract in accordance with the schedule in the Master Agreement.

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- 4.14 **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 Lenovo (United States) Inc., 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.
- 4.15 **Primary Contacts**: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	Solomon Surles III
Address	8001 Development Drive, Morrisville, NC 27560
Telephone	(832) 343-3295
Fax	
E-mail	ssurles@lenovo.com

Participating Entity

Name	Marti Marsh
Address	515 East Musser St., Ste 300, Carson City, NV 89701
Telephone	775-684-0180
Fax	775-684-0188
E-mail	<a href="mailto:mmarsh@admin.nv.gov">mmarsh@admin.nv.gov</a>

- 4.16 **Partner Utilization**: Only Contractor authorized Resellers and Agents in and by the State of Nevada, as shown on the dedicated Contractor (cooperative contract) website are approved to provide sales and service support to participants in the NASPO ValuePoint Master Price Agreement. Contractor shall make all determinations about which entities in the State of 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 business partners listed on the state's landing page on this website

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- [www.lenovo.com/NASPO](http://www.lenovo.com/NASPO)

All orders are to be issued directly to: All contractor authorized business partners listed on the state's landing page on this website

- Orders are issued directly to Lenovo if the purchase is a direct purchase from Lenovo. Orders are issued directly to a Lenovo authorized reseller if the purchase is made from a Lenovo authorized reseller.

All payments are to be issued to: All contractor authorized business partners listed on the state's landing page on this website

- Payments are issued directly to Lenovo if the purchase is a direct purchase from Lenovo. Payments are issued directly to a Lenovo authorized reseller if the purchase is made from a Lenovo authorized reseller.

**All purchase orders issued by purchasing entities with the jurisdiction of this Addendum must include the Participating State contract number 99SWC-NV21-7949 and the Master Price Agreement Number: MNWNC-117.**

- 4.17 **Terms:** The Participating State/Entity is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with applicable law.
- 4.18 **Orders:** Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.



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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: Lenovo (United States) Inc.
By: 	By: 
Name: Kevin D. Doty	Name: Darren Estridge
Title: Administrator	Title: Executive Director
Date: 4/13/21	Date: 4/9/2021

**[Please email fully executed PDF copy of this document to  
[PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org) to support documentation of participation and  
posting in appropriate data bases]**