

# MODEL PARTICIPATING ADDENDUM



NASPO

**ValuePoint**

**2015-2020**

## **MN NASPO ValuePoint COMPUTER EQUIPMENT**

**(Desktops, Laptops, Tablets, Servers, and Storage  
including Related Peripherals & Services)**

**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM**  
**Computer Equipment**  
**Administered by the State of Minnesota (hereinafter "Lead State")**

**MASTER AGREEMENT**  
**Master Agreement No: MNWNC-116**  
**IBM Corporation**  
**(hereinafter "Contractor")**  
**And**  
**State of Alaska**  
**(hereinafter "Participating State/Entity")**  
**Participating State Contract Number 2015PC0016**

**1. Scope:** This addendum covers the Computer Equipment/Services led by the State of Minnesota along with a multi-state sourcing team for use by state agencies and other entities located in the Participating State/Entity that is authorized by that state's statutes to utilize state/entity contracts, and which receives prior written approval of the state's chief procurement official.

The original solicitation contains the requirements and definitions establishing the following Product Bands allowed on the Master Agreement. The Master Agreement identifies the bands awarded to the Contract Vendor. The configuration limits and restrictions for the Master Agreement are provided with revisions identified by the Participating State in this Participating Addendum.

**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/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.

**3. Order of Precedence:**

- 1. A Participating Entity's Participating Addendum ("PA"); A Participating Entity'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 & Conditions)**
- 3. The Solicitation including all Addendums; and**
- 4. 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:**

**Required Reports:**

Contractor must submit quarterly reports to the Contracting Officer assigned by the State to manage this contract. The Contractor shall provide the State of Alaska with an electronic usage report (in Excel) which will list the following information at this minimum: purchasing entity, description of items purchased, date of purchase, contract price, retail 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

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

**Contractor**

<b>Name</b>	<b>Karen A. Schneider</b>
<b>Address</b>	<b>4660 La Jolla Village Drive, Ste. 300, San Diego, CA 92122</b>
<b>Telephone</b>	<b>720-397-5563</b>
<b>Fax</b>	<b>858-587-5099</b>
<b>E-mail</b>	<b>kasch@us.ibm.com</b>

**Participating Entity**

<b>Name</b>	<b>Victor Learner</b>
<b>Address</b>	<b>State of Alaska - Department of Administration Division of General Services 333 Willoughby Ave. Suite 700 Juneau, AK 99811</b>
<b>Telephone</b>	<b>907-465-5678</b>
<b>Fax</b>	<b>907-465-2189</b>
<b>E-mail</b>	<b>Victor.learner@alaska.gov</b>



**6. Partner Utilization: Each state represented by NASPO ValuePoint participating in this Master Agreement independently has the option of utilizing**

partners. Only partners approved by this Participating State may be deployed. The Participating State will define the process to add and remove partners. The Contractor will identify and define the partner programs available. Partners approved by Contractor along with instructions on how to use those partners will be on the Contractor's web site for this Participating Addendum. The Contractor's partners' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

**7. 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.

**8. Orders:** Any Purchase Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement must have the Contract Number on the Purchase Order in order to be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Master Agreement.

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

<b>Participating State:</b>	<b>Contractor:</b>
<b>By:</b> 	<b>By:</b> 
<b>Name:</b> Victor Leamer	<b>Name:</b> Karen Schneider
<b>Title:</b> Contracting Officer	<b>Title:</b> NASPO ValuePoint Pgm Mgr
<b>Date:</b> August 10, 2015	<b>Date:</b> 7 August 2015

**For questions on executing a participating addendum, please contact:**  
NASPO ValuePoint

Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	<a href="mailto:thay@naspovaluepoint.org">thay@naspovaluepoint.org</a>

[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]