

**PARTICIPATING ADDENDUM**

**AMENDMENT #2**

[hereinafter "Amendment"]

For

**NASPO VALUEPOINT COMPUTER EQUIPMENT CONTRACT**

***Servers, Storage and Related Peripherals***

**MASTER PRICE AGREEMENT NUMBER MNWNC-116**

Between

IBM Corporation

[hereinafter "Contractor"]

and

The State of Nevada

[hereinafter "Participating State"]

(Participating State Contract Number: 8346)

**1. AMENDMENTS**

All provisions of the original Participating Addendum and Amendment 1 resulting from Master Agreement No. MNWNC-116 and the State of Nevada Contract No. 8346, remain in full force and effect with the exception of the following:

The following paragraphs will replace Section #2 (a) of Amendment 1:

**1.1 Administrative Fee:**

- 1.1.1 Contractor agrees to provide a quarterly administrative fee to the State in the form of an electronic funds transfer (EFT) payment. The fee will be payable to the "State of Nevada Purchasing Division." The Administrative Fee will be one percent (1%) and will apply 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 July 1, 2017, or the date of execution of this amendment, whichever is later.
- 1.1.2 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.
- 1.1.3 The state will not issue an invoice for the Administrative Fee owed to the State. It is the responsibility of the vendor 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 the schedule below).
- 1.1.4 The template for the required Quarterly Administrative Fee & Usage Report outlined below in Sections 1.2 and 1.3, may be downloaded from the

Purchasing Division website <http://purchasing.nv.gov/vendors/DBINV/>. The report must be submitted via email to: [NVQtlyReport@admin.nv.gov](mailto:NVQtlyReport@admin.nv.gov)

**1.2 Nevada Good of the State Quarterly Administrative Fee Report:**

The contractor shall submit a Nevada Good of the State Quarterly Administrative Fee Report to the Purchasing Division. 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.

**1.3 Nevada Good of the State Quarterly Usage Report:**

The contractor shall submit a Nevada Good of the State Quarterly Usage Report to the Purchasing Division which shall provide 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.

**1.4 Fee Payment and Report Schedule:**

Contractor agrees to provide Administrative Fee, Nevada Good of the State Administrative Fee Report, and Nevada Good of the State Quarterly 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

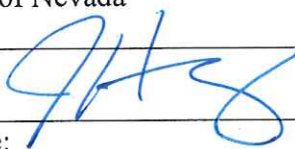

**1.5 Report Modifications:**

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 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 contract terms, as amended.

**1.6 Timely Reports and Fees:**

If the quarterly Administrative Fee is not paid and quarterly reports are not received by forty five (45) days of quarter end, then the contractor may be in material breach of this contract.

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

Participating State: State of Nevada	Contractor: International Business Machines, Corp
By: 	By: 
Name: Jeffrey Haag	Name: Karen Schneider
Title: Administrator	Title: NASPO Nat'l Pgm Mgr
Date: 10-18-2017	Date: 16 Oct 2017