

STATE OF NEVADA COOPERATIVE CONTRACT

Nevada Contract Number:	99SWC-NV23-14103		
Master Agreement Number:	CTR060024		
Solicitation Number:	BPM002338 (State of Arizona)		
Title:	Software Value Added Reseller (SVAR) (NASPO ValuePoint – Arizona)		

Government Entity:	State of Nevada, Department of Administration, Purchasing Division		
Address:	515 E Musser St, Ste 300		
City, State, Zip Code:	Carson City, NV 89701		
Contact:	Marti Marsh		
Phone:	775-684-0180	Email:	mmarsh@admin.nv.gov

Contractor:	Dell Marketing L.P.		
Address:	One Dell Way		
City, State, Zip Code:	Round Rock, Tx 78682		
Contact:	Ashley Salinas		
Phone:	774-350-4802	Email:	A.Salinas@dell.com; Dell_Legal_Notices@Dell.com

1. **SCOPE.** This purpose of this contract is to provide Software Value Added Reseller (SVAR) products and related services as described in the above referenced master agreement. This contract is supplemental to the terms of the Master Agreement, as amended. Any conflict between the terms of the Master Agreement and the terms of this contract shall be governed by the terms of this contract. Those terms not otherwise in conflict shall continue in full force and effect.
2. **TERM.** This contract shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless this contract is terminated sooner in accordance with the terms set forth herein.
3. **PRICING.** The maximum markup on reseller invoiced cost and hourly rates, including general software, and Microsoft software, are incorporated as *Attachment B* and shall apply to all purchases under the Contract.
4. **ATTACHMENTS**
 - 4.1. The following documents are incorporated in descending order of constructive precedence.
 - A. Statewide Contract Terms
 - B. Dell Nevada SVAR Pricing
 - C. SVAR Terms and Conditions
 - 4.2. The following documents are incorporated by reference but not attached.
 - A. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 - B. The Master Agreement referenced at the top of this page, as amended.

STATE OF NEVADA COOPERATIVE CONTRACT

5. **AUTHORITY.** Each person signing represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery and the performance of each party's obligations hereunder have been duly authorized, and this is a valid and legal agreement binding on the parties and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 2 above.

Government Entity: State of Nevada	Contractor: Dell Marketing L.P.
Signature: <u>Kevin Doty</u> Kevin Doty (Jan 27, 2023 08:09 PST)	Signature: <u>Katherine Castillo</u>
Name: Kevin D. Doty	Name: katherine Castillo
Title: Administrator	Title: Paralegal Advisor
Date: Jan 27, 2023	Date: Jan 26, 2023

ATTACHMENT A

Statewide Contract Terms

ATTACHMENT A: STATEWIDE CONTRACT TERMS

1. **PARTICIPATION.** The benefits of this contract shall be extended to the governmental entities in Nevada listed below. The State is not liable for the obligations of any non-executive branch government entity which joins or uses this or any contract resulting from this contract.
 - 1.1. STATE EXECUTIVE BRANCH AGENCIES. All state “Using Agencies”, as defined by NRS 333.020(10), are authorized users of the contract in accordance with NRS 333.150.
 - 1.2. LEGISLATIVE, AND JUDICIAL DEPARTMENTS AND CIVIL AIR PATROL. Any agency, bureau, commission or officer of the Legislative Department or the Judicial Department of the Nevada State Government or the Nevada Wing of the Civil Air Patrol or any squadron thereof are authorized users of this contract in accordance with NRS 333.469.
 - 1.3. NEVADA SYSTEM OF HIGHER EDUCATION, LOCAL GOVERNMENTS AND DISTRICTS. The Nevada System of Higher Education, local governments as defined in NRS 354.474, conservation districts and irrigation districts in the State of Nevada are authorized users of this contract in accordance with NRS 333.470.
2. **ADMINISTRATIVE FEE**
 - 2.1. Contractor shall pay a quarterly administrative fee payable to “State of Nevada Purchasing Division.” Administrative fee is one percent (1%) and applies to all sales and other revenue, less merchant and interchange fees and adjusted for credits or refunds, by Contractor and any resellers, distributors, partners, or agents under the contract during a quarter, beginning the date of execution of this contract.
 - 2.2. All administrative fee reports shall include the contract number on the documents. If submitting an administrative fee payment for more than one contract, a separate payment and associated documents shall be submitted by Contractor for each contract.
 - 2.3. The State will not issue an invoice for administrative fee owed to the State. Contractor is responsible for payment of administrative fee with no prompting from the State. Contractor shall pay quarterly administrative fee within forty-five (45) calendar days of quarter end in accordance with *Fee Payment and Report Schedule*.
 - 2.4. STATEWIDE CONTRACT QUARTERLY ADMINISTRATIVE FEE REPORT
 - 2.4.1 Contractor shall complete and submit a Statewide Contract Quarterly Administrative Fee Report. The report shall identify payments received by Contractor from authorized entities made pursuant to the contract in the reporting period.
 - 2.4.2 The template for required Statewide Contract Quarterly Administrative Fee Report is available on the Purchasing Division website <http://purchasing.nv.gov/vendors/DBINV/>. Reports must be submitted via email to NVQtlyReport@admin.nv.gov in accordance with *Fee Payment and Report Schedule*.
 - 2.5. STATEWIDE CONTRACT QUARTERLY USAGE REPORT
 - 2.5.1 Contractor shall complete and submit a Statewide Contract Quarterly Usage Report, to include at a minimum itemized data elements listed below.
 - 2.5.2 The template for required Statewide Contract Quarterly Usage Report is available via a link on the Statewide Contract Quarterly Administrative Fee Report which is available on the Purchasing Division website <http://purchasing.nv.gov/vendors/DBINV/>. Reports must be submitted via email to NVQtlyReport@admin.nv.gov in accordance with *Fee Payment and Report Schedule*.
 - 2.5.3 Data Elements
 - A. Customer Name. Name of entity making the purchase—if customer has multiple locations, please use primary entity name.
 - B. Customer Type. Indicate type of entity making the purchase.
 1. S=State Executive Branch Agency
 2. E=University and Community College
 3. P=Political Subdivision
 4. O=Other Entity

ATTACHMENT A: STATEWIDE CONTRACT TERMS

- C. Authorization Number. Purchase Order Number provided by customer to authorize a purchase. If purchase was made with a credit card enter “P-Card.”
- D. Purchase Description. Description of the product(s) or service(s) purchased.
- E. Quantity. Quantities (excluding returns) of product(s) delivered—enter a quantity of one (1) for service(s).
- F. Unit Price. Unit price charged (excluding credits) for product or service purchased.
- G. Total Cost. Extended cost of purchase line—quantity delivered x unit price charged.

- 2.6. FEE PAYMENT AND REPORT SCHEDULE. Contractor shall pay administrative fee quarterly, if owed, and submit a Statewide Contract Quarterly Administrative Fee Report and Statewide Contract Quarterly Usage Report, even if no payments are made in a quarter, in accordance with the following schedule.

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

- 2.7. TIMELY REPORTS AND FEES. If administrative fee is not paid and quarterly reports are not received within forty-five (45) calendar days of quarter end, then Contractor will be in material breach of this contract.

3. **ORDER OF PRECEDENCE.** This contract shall be the primary document for all Orders. Any preprinted terms on a Participating Entity purchase order shall be given no force or effect and no terms of a purchase order that conflict with this Participating Addendum shall be binding on Contractor. An Order, Quote, Service, Agreement, or Purchase Order can dictate an order of precedence, but cannot supersede this contract.

4. **ORDERS.** Any Order placed by a governmental entity for a Product and/or Service available from this contract 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. The Reseller’s Contract Code must appear on every Quote/Purchase Order placed under this contract.

5. **REQUISITIONS.** Orders for Nevada State executive branch agencies as defined in *Participation* will be processed by and through the Nevada Purchasing Division and a purchase order issued. Invoices and all correspondence related to an individual order will reflect the shipping address, billing address, and number on the purchase order issued by the State. Other entities as defined in *Participation* can purchase directly and be billed by vendor.

6. **SERVICES.** All professional services, excluding warranty and break/fix support, requested by Nevada State executive branch agencies as defined in *Participation* will require the execution of a Service Agreement per NRS 333, NAC 333 and SAM 0300. Other entities as defined in *Participation* can purchase professional services directly and be billed by vendor. Pursuant to NRS 333.480(2), Services requiring a contractor’s license issued pursuant to chapter 624 of NRS are not authorized under this agreement.

7. **SUBCONTRACTORS.** All contractors, dealers, resellers, distributors, and partners as shown on the dedicated Contractor cooperative contract website are approved to provide sales and service support to participants of this agreement. Contractor’s dealer participation will be in accordance with the terms and conditions set forth in the contract. Contractor may use affiliates or other qualified subcontractors to perform its obligations hereunder and may assign rights to payments.

8. **BUSINESS LICENSE.** Pursuant to NRS 353.007 any contractor, dealer, reseller, distributor, partner, or person performing work under this agreement must hold a State business license pursuant to chapter 76 of NRS unless exempted pursuant to NRS 76.100(7)(b).

9. **NEVADA LAW AND STATE INDEMNITY.** Pursuant to NRS 333.339 any contract that is entered into may not: (1) Require the filing of any action or the arbitration of any dispute that arises from the contract to be instituted or heard in another state or nation; or (2) Require the State to indemnify another party against liability for damages.

10. **GOVERNING LAW.** This contract will be governed by the state laws of Nevada, without regard to conflicts of laws rules. Any litigation will be brought exclusively in a federal or state court located in Carson City, Nevada, and the Parties consent to the jurisdiction of the federal and state courts located therein, submit to the jurisdiction thereof

ATTACHMENT A: STATEWIDE CONTRACT TERMS

and waive the right to change venue. The Parties further consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

11. FEDERAL LAWS AND AUTHORITIES

- 11.1. CERTIFICATION. Any person who requests or receives a Federal contract, grant, loan, or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and shall not make, any payment prohibited by subsection (a) of 31 U.S.C. 1352.
- 11.2. COMPLIANCE. Federal laws and authorities with which the awarded vendor shall be required to comply, as applicable, are listed here but are not meant to be exhaustive. Awarded vendors are responsible for an awareness of, and compliance with, State and federal laws and regulations.
 - 11.2.1 Archeological and Historic Preservation Act of 1974, PL 93-291
 - 11.2.2 Clean Air Act, 42 U.S.C. 7506(c)
 - 11.2.3 Endangered Species Act 16 U.S.C. 1531, ET seq.
 - 11.2.4 Executive Order 11593, Protection and Enhancement of the Cultural Environment
 - 11.2.5 Executive Order 11988, Floodplain Management
 - 11.2.6 Executive Order 11990, Protection of Wetlands
 - 11.2.7 Farmland Protection Policy Act, 7 U.S.C. 4201 ET seq.
 - 11.2.8 Fish and Wildlife Coordination Act, PL 85-624, as amended.
 - 11.2.9 National Historic Preservation Act of 1966, PL 89-665, as amended.
 - 11.2.10 Safe Drinking Water Act, Section 1424(e), PL 92-523, as amended.
 - 11.2.11 Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended.
 - 11.2.12 Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants or Loans
 - 11.2.13 Age Discrimination Act, PL 94-135
 - 11.2.14 Civil Rights Act of 1964, PL 88-352
 - 11.2.15 Section 13 of PL 92-500, Prohibition against sex discrimination under the Federal Water Pollution Control Act
 - 11.2.16 Executive Order 11246, Equal Employment Opportunity
 - 11.2.17 Executive Orders 11625 and 12138, Women's and Minority Business Enterprise
 - 11.2.18 Rehabilitation Act of 1973, PL 93, 112
 - 11.2.19 Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646
 - 11.2.20 Executive Order 12549 – Debarment and Suspension
 - 11.2.21 Davis-Bacon Act 40 U.S.C. 3141-3148
 - 11.2.22 Contract Work Hours and Safety Standards Act 40 U.S.C. 3701-3708
 - 11.2.23 Rights to Inventions Made Under a Contract or Agreement 37 CFR §401.2(a)
 - 11.2.24 Byrd Anti-Lobbying Amendment 31 U.S.C. 1352
 - 11.2.25 Americans With Disabilities Act of 1990, PL 101-336
 - 11.2.26 Health Insurance Portability and Accountability Act of 1996, PL 104-191
 - 11.2.27 Equal Pay Act of 1963, PL 88-38
 - 11.2.28 Genetic Information Nondiscrimination Act, PL 110-233

ATTACHMENT B
Dell Nevada SVAR Pricing

NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR)
STATE OF ARIZONA SOLICITATION #BPM002338
MANDATORY COST PROPOSAL FORM FOR ALL PUBLISHERS EXCEPT MICROSOFT AND ORACLE

	PUBLISHERS	MAXIMUM MARKUP ON RESELLER'S INVOICED COST
	Tier I Publishers (Key Itemized Publishers)	
1	ADOBE	1.70%
2	CA TECHNOLOGIES	3.20%
3	CISCO	2.00%
4	COMMVAULT	2.00%
5	IBM	2.00%
6	RED HAT	3.20%
7	SPLUNK	2.00%
8	TABLEAU	2.00%
9	VEEAM	2.00%
10	VMWARE	4.00%
	Tier II Publishers (Other Itemized Publishers)	
11	AUTODESK	3.20%
12	BARRACUDA NETWORKS	3.20%
13	BMC SOFTWARE	3.20%
14	CHECK POINT SOFTWARE	2.00%
15	CHERWELL	2.00%
16	CITRIX	3.20%
17	CPI	2.00%
18	CROWDSTRIKE	2.00%
19	DELL	4.00%
20	DELPHIX	2.00%
21	DOCUSIGN	2.00%
22	DYNATRACE	2.00%
23	FORCEPOINT	2.00%
24	FORTINET	2.00%
25	GOOGLE	3.20%
26	INFORMATICA	2.00%
27	IVANTI	2.00%
28	KNOWBE4	2.00%
29	MCAFEE	3.20%
30	MICRO FOCUS	2.00%
31	MULESOFT	2.00%
32	NETMOTION	2.00%
33	OKTA	2.00%
34	OPENTEXT	2.00%
35	PROGRESS SOFTWARE	2.00%
36	PROOFPOINT	2.00%

37	QUEST SOFTWARE	3.20%
38	RAPID7	2.00%
39	RSA SECURITY	2.00%
40	SALESFORCE	2.00%
41	SAP	2.00%
42	SOLARWINDS	2.00%
43	SOPHOS	2.00%
44	SPILLMAN	2.00%
45	SYMANTEC	3.20%
46	TENABLE	2.00%
47	TREND MICRO	2.00%
48	VARONIS	2.00%
49	VERITAS	2.00%
50	ZOHO	2.00%
	Non-itemized Publishers	
51	All other publishers	3.00%
		HOURLY RATE
52	Reseller Services	
53	- Asset management	\$300.00
54	- Solutions architect	\$284.00
55	- Senior solutions architect	\$300.00
56	- Program engagement manager	\$372.00
57	- Project leader	\$330.00
58	- Project manager	\$273.00
59	- Senior project manager	\$301.00

NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR)
STATE OF ARIZONA SOLICITATION #BPM002338
OPTIONAL SERVICES COST PROPOSAL FORM FOR ALL PUBLISHERS EXCEPT MICROSOFT AND ORACLE

OPTIONAL SERVICES		HOURLY RATE
	VMware-specific services rates	
6	Senior Architect	\$328.00
7	Enterprise Architect	\$359.88
8	Inside Project Manager	\$177.13
9	Program Manager	\$297.13
10	Associate Consultant	\$147.25
11	Consultant	\$223.25
12	Senior Consultant	\$249.25
13	Consulting Architect	\$307.25

NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR)
STATE OF ARIZONA SOLICITATION #BPM002338
MANDATORY COST PROPOSAL FORM FOR MICROSOFT ONLY

	SUBCATEGORY	MAXIMUM MARKUP ON RESELLER'S INVOICED COST (may be negative if sold at loss)
	Itemized Microsoft Offerings	
1	EMS E5	0.88%
2	G1	0.88%
3	G2	0.88%
4	G3	0.88%
5	G5	0.88%
6	Govt E4	0.88%
7	Advanced Threat Protection	0.88%
8	Power BI	0.88%
9	Exchange Online	0.88%
10	Kiosk F3 Now	0.88%
11	Dynamics	0.88%
12	PowerApps	0.88%
13	Project Online	0.88%
14	Azure	0.88%
	All Other Microsoft Offerings	
15	SaaS	0.88%
16	On-Premise	0.88%
	Resold In-scope Professional Services	
17	- Ongoing maintenance & support services not included in software license agreement	0.00%
18	- Deployment services	0.00%
19	- Architectural design services	0.00%
20	- Training deployment services	0.00%
21	All other resold in-scope professional services	0.00%
		HOURLY RATE
	In-scope Reseller Services	
22	- Asset management	\$300.00
23	- Solutions architect	\$284.00
24	- Senior solutions architect	\$300.00
25	- Program engagement manager	\$372.00
26	- Project leader	\$330.00
27	- Project manager	\$273.00
28	- Senior project manager	\$301.00

ATTACHMENT C

SVAR Terms and Conditions

ATTACHMENT C: SVAR TERMS AND CONDITIONS

1. LICENSE CONFIRMATIONS

- 1.1. Reseller shall provide licensing confirmation documentation for all volume software licenses or written confirmation showing "licensing confirmation" to the Publisher (not applicable for retail licenses). Proof of license shall be an electronic file or hardcopy document.

2. PRODUCT RETURNS

- 2.1. Unopened software can be returned with no restocking fee up to 30 days from date of receipt, if allowed by the software publisher. If the software publisher has a shorter timeframe for returns or requires a restocking fee, this must be stated on the quote. If the information is not provided to the Purchasing Entity by the reseller, reseller is responsible for the restocking fee. If delivered software is defective, or if the incorrect product was delivered, the reseller must agree to accept returns. If delivered software is defective, the reseller is responsible for return shipping and packaging costs and for restocking charges if applicable. Any defective or incorrectly delivered media will be replaced by overnight delivery at the reseller's expense if requested by the State of Nevada or Purchasing Entity. If overnight delivery is not requested, all replacement products must be received by the State of Nevada or Purchasing Entity within seven (7) days of initial notification.

3. CONTRACTOR TERMS

- 3.1. Contractor warrants that the Software and Services will perform substantially in a manner consistent with the corresponding standard documentation issued by the applicable Publisher.
- 3.2. Use of Purchasing-card is at time of order placement only, and not permitted for payment of invoices issued by Contractor.
- 3.3. In the event of any audit, inspections, or testing Contractor agrees to grant access to Contractor's sales records only. As Contractor is a reseller of third-party Software and Services, when requested, Contractor will work with the Participating Entity and such third party to reasonably assist in obtaining access to such records or testing as may be available and as applicable to the performance under this Participating Addendum.
- 3.4. If Participating Entity requests removal of any of Contractor's personnel from Participating Entity's facilities or from further assignment Contractor will make reasonable efforts to honor such request when reasonable and commercially practicable, provided that Contractor shall maintain final authority over all personnel decisions.
- 3.5. Participating Entity's rights to use the Software delivered by the Contractor are governed by the terms of the applicable Publisher's end-user license agreement, provided those terms are not in conflict with the terms in this Contract. Contractor will provide a copy of the applicable end-user agreement or its location via URL upon request.
- 3.6. The applicable Publisher and/or service provider shall remain responsible for the performance of its products and services, including any data security, according to its standard terms. If requested by the Participating Entity, Contractor will reasonably cooperate with the Participating Entity and the Software Publishers as appropriate.