



# City of Grand Island

Tuesday, March 22, 2016

Council Session

## Item G-8

**#2016-60 - Approving Purchase of Dell Tablets for Police Fleet Computers**

Staff Contact: Steve Lamken

# Council Agenda Memo

**From:** Steven Lamken, Police Department

**Meeting:** March 22, 2016

**Subject:** Approval of Purchase of Dell Tablets for Police Fleet Computers

**Presenter(s):** Steven Lamken, Police Chief

## Background

The Police Department needs to begin replacing the current tablets being used for in-car computers in the patrol fleet due to the age of the equipment. The Police Department is requesting to purchase ten tablets to replace ten of our older ones. We are requesting to purchase 10, Dell, Latitude 12 Rugged Extreme tablets at \$3,022.13 each and 10 docking stations at \$451.81 each from state contract #14252 OC for a total cost of \$34,739.40.

## Discussion

The Police Department currently uses Dell tablets for the in-car computers in the patrol fleet. The tablets currently in use in the fleet are no longer made by Dell and several of the tablets are over four years old and failing or reaching the end of being useful. The older tablets are out of warranty and cannot be repaired.

The Department has researched several options and tested different computers and tablets over the past year to identify the most viable and cost effective option for replacing the tablets in the patrol fleet. We determined, after field testing a unit, the best option is the Dell Latitude 12 Rugged Extreme tablet. The Police Department is requesting to purchase 10, Dell, Latitude 12 Rugged Extreme tablets at \$3,022.13 each and 10 docking stations at \$451.81 each from state contract #14252 OC for a total cost of \$34,739.40. This will replace one third of the patrol fleet's in-car computers.

## Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee

3. Postpone the issue to future date
4. Take no action on the issue

### **Recommendation**

City Administration recommends that the Council approve the Police Department purchase of ten, 10, Dell Latitude 12 Rugged Extreme tablets at \$3,022.13 each and 10 docking stations at \$451.81 each from state contract #14252 OC for a total cost of \$34,739.40.

### **Sample Motion**

Move to approve the Police Department purchase of ten, 10, Dell Latitude 12 Rugged Extreme tablets at \$3,022.13 each and 10 docking stations at \$451.81 each from state contract #14252 OC for a total cost of \$34,739.40.



# Quote 1018930442380.1

## CITY OF GRAND ISLAND

Salesperson	Quote Details	Billing Details
<b>Salesperson Name</b> Andrew Bullard	<b>Quote Date</b> 02/08/2016	<b>Company Name</b> CITY OF GRAND ISLAND
<b>Salesperson Email</b> Andrew_Bullard@Dell.com	<b>Quote Validity</b> 04/08/2016	<b>Customer Number</b> 57684
<b>Salesperson Phone</b> 18009993355	<b>Solution ID</b> -	<b>Phone Number</b> 1 (308) 3855469
<b>Salesperson Extension</b> 5138239		<b>Address</b> PO BOX 1968 GRAND ISLAND NE 68802-1968 US

### Price Summary

Description	Quantity	Unit Price	Subtotal Price
Latitude 12 Rugged Extreme	1	\$3,022.13	\$3,022.13
DEVMT,DOCKST,DELL,LAT12-14,SP,	1	\$451.81	\$451.81
		<b>Subtotal</b>	<b>\$3,473.94</b>
		Tax	\$0.00
		Shipping and Handling	\$0.00
		Environmental Fee	\$0.00
		<b>Total</b>	<b>\$3,473.94</b>

Dear Customer,

Your quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire changes, please contact me as soon as possible.

Regards,  
Andrew Bullard

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

## Product Details by Shipment

Shipping Group 1

Shipping Contact:		Subtotal	\$3,473.94
Shipping Phone No:	1 (308) 3855440	Tax	\$0.00
Shipping via:	Standard Ground	Shipping and Handling	\$0.00
Shipping Address:	3013 E SWIFT RD	Environmental Fee	\$0.00
	GRAND ISLAND	Total	\$3,473.94
	NE 68801		
	US		

Description	Quantity	Unit Price	Subtotal Price
<b>Latitude 12 Rugged Extreme</b>	1	\$3,022.13	\$3,022.13

Estimated Delivery Date: 03/04/2016  
 Contract Code: WN20AGW  
 Customer Agreement No: MNWNC-108 /14252

210-ACPH	Latitude 12 Rugged Extreme (7204)	1	-	-
338-BHHV	Intel Core i7-4650U (Dual Core, 1.70GHz, 4M cache, 15W)	1	-	-
619-AHKN	Win 10 Pro 64 English, French, Spanish	1	-	-
658-BCSB	Microsoft Office 30 Day Trial	1	-	-
370-AAER	8GB (1x8GB) 1600MHz DDR3L Memory	1	-	-
400-ADGM	256GB Mobility Solid State Drive	1	-	-
490-BBTM	Intel Integrated HD Graphics 4400 (i3 and i5 processors) / 5000 (i7 processors)	1	-	-
453-BBBV	4-cell (58Wh) Lithium Ion battery with ExpressCharge	1	-	-
319-BBBK	No Camera Software	1	-	-
555-BBRS	Intel Dual Band Wireless-AC 7260 802.11 ac/a/b/g/n 2x2 + Bluetooth 4.0 LE Half Mini Card	1	-	-
492-BBEM	65W AC Adapter, 3-pin	1	-	-
391-BCCX	11.6" HD (1366x768) Outdoor-Readable Resistive Touchscreen, Webcam with Privacy Shutter and Mic	1	-	-

Description	Quantity	Unit Price	Subtotal Price
DEVMT,DOCKST,DELL,LAT12-14,SP,	1	\$451.81	\$451.81

Estimated Delivery Date: 03/09/2016  
Contract Code: WN20AGW  
Customer Agreement No: MNWNC-108 /14252

A8007905	DEVMT,DOCKST,DELL,LAT12-14,SP,	1	-	-
----------	--------------------------------	---	---	---

# STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**14252 OC**

PAGE 1 of 2	ORDER DATE 10/13/15
BUSINESS UNIT 9000	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 3260939	
VENDOR ADDRESS:  DELL MARKETING LP SLG SALES PO BOX 149254 AUSTIN TX 78714-9254	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

**OCTOBER 15, 2015 THROUGH MARCH 31, 2017**

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Originally awarded from NASPO Value Point Contract MNWNC-108

Supply and deliver Computer Equipment (Desktop, Laptop, Tablet, Server and Storage), Peripherals and Related Services, FOB Destination, to the State of Nebraska per the following Contract Information and attached Participating Addendum.

Dell Marketing, L.P. NASPO ValuePoint website: <<http://www.dell.com/learn/us/en/04/slq/nebraska?c=us&l=en&s=bsd&cs=04>>

The Dell Marketing, L.P. NASPO ValuePoint website will assist you with contact information, product and service information, product configuration, pricing, how to order, warranty support, etc.

The State Purchasing Bureau encourages agencies to contact the designated Inside Sales Representative/Account Representative to learn more about special promotions, and to obtain volume discount quotes.

The following configuration limits apply to this contract:

- Desktop: \$ 10,000
- Laptop: \$ 10,000
- Tablet: \$ 5,000
- Server: \$500,000
- Storage: \$500,000

The dollar limits identified above are based on a SINGLE computer configuration. This is NOT a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 Desktops for a total purchase price of \$10,000).

The Purchase Order must include the State of Nebraska NASPO ValuePoint Contract #14252 OC and the Dell Marketing, L.P. NASPO ValuePoint Master Agreement Number MNWNC-108 and also must include Dell Contract Code WN20AGW.

Leasing for State Agencies is outside the scope of the NASPO ValuePoint Agreement and this contract.

Political Subdivisions are responsible for processing Purchase Orders directly with the contracted vendor.

(For the File: This RFP and Contract are bid and awarded by the State of Minnesota. All backup bids, etc., are retained by the State of Minnesota, Department of Administration, Materials Management Division.)

10/14/15  
PJS  
  
BUYER  
MATERIEL ADMINISTRATOR  
10-14-15  
R43500;NISC0001;NISC0001;20150901

# STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**14252 OC**

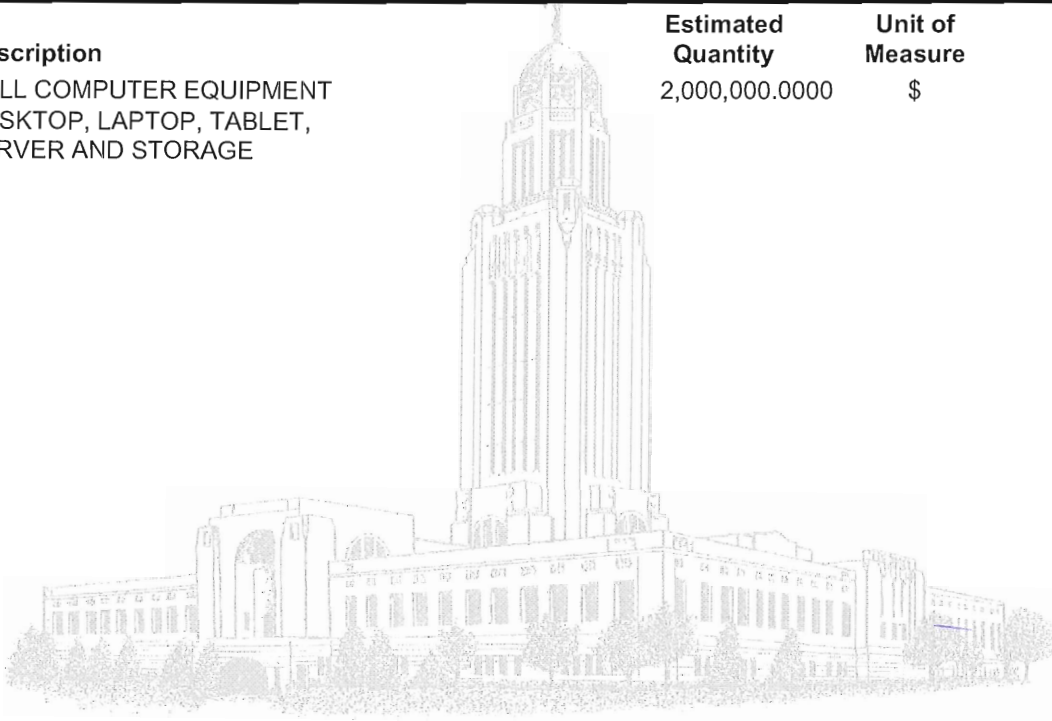
PAGE 2 of 2	ORDER DATE 10/13/15
BUSINESS UNIT 9000	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 3260939	

(For the File: The NASPO ValuePoint/Dell Marketing, L.P. Master Price Agreement contract period was effective on April 1, 2015. The NASPO ValuePoint/Dell Marketing, L.P. Participating Addendum became effective on October 15, 2015.

Vendor Contact: David White  
Phone: 512-725-3702  
Email: David\_F\_White@Dell.com

(djo 10/13/15)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	DELL COMPUTER EQUIPMENT DESKTOP, LAPTOP, TABLET, SERVER AND STORAGE	2,000,000.0000	\$	1.0000



*[Handwritten Signature]*

BUYER INITIALS

R43500|NISC0001|NISC0001 20150901



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

**MASTER AGREEMENT  
Master Agreement No: MNWNC-108  
Dell Marketing, L.P.  
(hereinafter "Contractor")  
And  
State of Nebraska  
(hereinafter "Participating State/Entity")**

Participating State Contract Number 14252 OC/Dell Contract Code  
WN20AGW

Page 1

of 27

1. Scope: This addendum covers the NASPO ValuePoint Computer Equipment contracts 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

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

**MASTER AGREEMENT  
Master Agreement No: MNWNC-108  
Dell Marketing, L.P.  
(hereinafter "Contractor")  
And  
State of Nebraska  
(hereinafter "Participating State/Entity")**

Participating State Contract Number 14252 OC/Dell Contract Code  
WN20AGW

Page 2

of 27

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:**

- a. **CONTRACT PERIOD:** October 15, 2015 through March 31, 2017. If the Master Agreement is extended in accordance with its terms, then the parties have the option to extend the contract up to 36 months upon agreement by both parties.
  
- b. **COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION**  
The contractor shall comply with all applicable local, State and Federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The contractor will comply with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. Contractor is responsible for the compliance of all of its subcontractors.

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

**MASTER AGREEMENT  
Master Agreement No: MNWNC-108  
Dell Marketing, L.P.  
(hereinafter "Contractor")  
And  
State of Nebraska  
(hereinafter "Participating State/Entity")**

Participating State Contract Number 14252 OC/Dell Contract Code  
WN20AGW

Page 3

of 27

- c. **PERMITS, REGULATIONS, LAWS**  
The contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the contract. The contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders and regulations.
- d. **OWNERSHIP** Please see Master Agreement Exhibit A, B30, Terms and Conditions,
- e. **INDEPENDENT CONTRACTOR**  
It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The contractor's employees and other persons engaged in work or services required by the contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the contractor, its officers or its agents) shall in no way be the responsibility of the State. The contractor will hold the State harmless from any and all such claims except to the extent that the claims arise from acts or omissions of the State. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay or retirement benefits.

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

**MASTER AGREEMENT  
Master Agreement No: MNWNC-108  
Dell Marketing, L.P.  
(hereinafter "Contractor")  
And  
State of Nebraska  
(hereinafter "Participating State/Entity")**

Participating State Contract Number 14252 OC/Dell Contract Code  
WN20AGW

Page 4

of 27

f. **CONTRACTOR RESPONSIBILITY**

The contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the contract. The contractor shall be the sole point of contact regarding all contractual matters.

If the parties enter into a Statement of Work for Services where the contractor intends to utilize any subcontractors' services, the subcontractors' level of effort, tasks and time allocation, as applicable, must be clearly defined in the contract. The contractor shall agree that it will not utilize any subcontractors not specifically included in this contract, in the performance of the contract, without the prior written authorization of the State. Subcontractors retained by contractor from time to time in the ordinary course of business to perform custom factory integration (CFI), warranty, break/fix, administrative and back office services who will not have access to any confidential data other than billing and contact information, may be retained without the State's prior written authorization, however, the State reserves the right to reject these subcontractors. Following execution of the contract, the contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

g. **CONTRACTOR PERSONNEL**

The contractor warrants that all persons assigned to the project shall be employees of the contractor or authorized subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the contractor to fulfill the terms of the contract shall remain under the sole direction and control of the contractor. The contractor shall include a similar provision in any contract with any subcontractor selected to perform work on the project.

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

**MASTER AGREEMENT  
Master Agreement No: MNWNC-108  
Dell Marketing, L.P.  
(hereinafter "Contractor")  
And  
State of Nebraska  
(hereinafter "Participating State/Entity")**

Participating State Contract Number 14252 OC/Dell Contract Code  
WN20AGW

Page 5

of 27

If the parties enter into a Statement of Work for Services where key personnel are identified, the Statement of Work will set forth the parties agreement regarding changes in personnel and Dell will use commercially reasonable efforts to accommodate the State's requests with the understanding that Dell is ultimately responsible for the performance of Services and the method of performance.

In respect to its employees, the contractor agrees to be responsible for the following:

- 1) any and all employment taxes and/or other payroll withholding;
- 2) any and all vehicles used by the contractor's employees, including all insurance required by state law;
- 3) damages incurred by contractor's employees within the scope of their duties under the contract;
- 4) maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
- 5) determining the hours to be worked and the duties to be performed by the contractor's employees.

Notice of cancellation of any required insurance policy must be submitted to the State when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

**h. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION**

The contractor shall not, at any time, recruit or employ any State employee or identified legal agent who is working with Contractor under the contract or in relation to this contract during the preceding 12 months. To the extent the following restrictions are not prohibited by law, without the prior written consent of Dell, Customer will not, directly or indirectly, solicit for employment or hire or otherwise retain the services of any employee of Dell

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

**MASTER AGREEMENT  
Master Agreement No: MNWNC-108  
Dell Marketing, L.P.  
(hereinafter "Contractor")  
And  
State of Nebraska  
(hereinafter "Participating State/Entity")**

Participating State Contract Number 14252 OC/Dell Contract Code  
WN20AGW

Page 6

of 27

with whom the State came into contact in connection with the activities under this PA during the preceding 12 months. This prohibition on soliciting and hiring shall extend for 90 days after the termination of the employee's employment if such employee voluntarily resigns. Neither (i) the publication of classified advertisements in newspapers, periodicals, Internet bulletin boards, or other publications of general availability or circulation, or (ii) a solicitation that targets individuals with particular work experience or skills based on information available to subscribers, members or the general public on professional or social network websites or job boards, nor the consideration and hiring of persons responding to such advertisements or solicitation shall be deemed a breach of this Section, unless the advertisement, solicitation or other recruiting activity is undertaken as a means to circumvent or conceal a violation of this provision

i. **CONFLICT OF INTEREST**

The contractor certifies that there does not now exist any relationship between the contractor and any person or entity which is or gives the appearance of a conflict of interest related to this contract or project.

The contractor certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The contractor certifies that it will not employ any individual known by contractor to have a conflict of interest.

j. **ERRORS AND OMISSIONS**

The contractor shall not take advantage of any errors and/or omissions in this contract. The contractor must promptly notify the State of any errors and/or omissions that are discovered.

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

**MASTER AGREEMENT  
Master Agreement No: MNWNC-108  
Dell Marketing, L.P.  
(hereinafter "Contractor")  
And  
State of Nebraska  
(hereinafter "Participating State/Entity")**

Participating State Contract Number 14252 OC/Dell Contract Code  
WN20AGW

Page 7

of 27

- k. **ASSIGNMENT BY THE STATE**  
The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder. .
- l. **ASSIGNMENT BY THE CONTRACTOR**  
The contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.
- m. **GOVERNING LAW**  
The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The contractor must be in compliance with all Nebraska statutory and regulatory law.
- n. **ATTORNEY'S FEES**  
In the event of any litigation, appeal or other legal action to enforce any provision of the contract, each party agrees to pay all of its expenses of such action, including attorney's fees and costs.
- o. **ADVERTISING**  
The contractor agrees not to refer to the contract in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

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

**MASTER AGREEMENT  
Master Agreement No: MNWNC-108  
Dell Marketing, L.P.  
(hereinafter "Contractor")  
And  
State of Nebraska  
(hereinafter "Participating State/Entity")**

Participating State Contract Number 14252 OC/Dell Contract Code  
WN20AGW

Page 8

of 27

p. **STATE PROPERTY**

The contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the contractor's use during the performance of the contract. The contractor shall reimburse the State for any loss or damage of such property, normal wear and tear is expected.

q. **SITE RULES AND REGULATIONS**

The contractor shall use its best efforts to ensure that its employees, agents and subcontractors comply with site rules and regulations while on State premises. The State shall provide contractor with a copy of all site rules and regulations prior to contractor's performance. If the contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to between the State and the contractor.

r. **EARLY TERMINATION**

The contract may be terminated as follows:

- 1) The State and the contractor, by mutual written agreement, may terminate the contract at any time.

The State, in its sole discretion, may terminate the contract for any reason upon 30 days written notice to the contractor. Such termination shall not relieve the contractor of warranty or other service obligations incurred under the terms of the contract. In the event of cancellation the contractor shall be entitled to payment, determined on a pro rata basis for services, for products or services performed or provided in compliance with the terms of the contract.



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

**MASTER AGREEMENT  
Master Agreement No: MNWNC-108  
Dell Marketing, L.P.  
(hereinafter "Contractor")  
And  
State of Nebraska  
(hereinafter "Participating State/Entity")**

Participating State Contract Number 14252 OC/Dell Contract Code  
WN20AGW

Page 9

of 27

- 2) The State may terminate the contract immediately for any of the following reasons:
- a) if directed to do so by statute;
  - b) contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
  - c) a trustee or receiver of the contractor or of any substantial part of the contractor's assets has been appointed by a court;
  - d) fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its contractor, its employees, officers, directors or shareholders;
  - e) an involuntary proceeding has been commenced by any party against the contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) days; or (ii) the contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the contractor has been decreed or adjudged a debtor;
  - f) a voluntary petition has been filed by the contractor under any of the chapters of Title 11 of the United States Code;
  - g) contractor intentionally discloses confidential information;
  - h) contractor has or announces it will discontinue support of the deliverable;
  - i) second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau.

In the event of cancellation the contractor shall be entitled to payment, determined on a pro rata basis for services, for products or services performed or provided in compliance with the terms of the contract.

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

**MASTER AGREEMENT  
Master Agreement No: MNWNC-108  
Dell Marketing, L.P.  
(hereinafter "Contractor")  
And  
State of Nebraska  
(hereinafter "Participating State/Entity")**

Participating State Contract Number 14252 OC/Dell Contract Code  
WN20AGW

Page 10

of 27

s. **FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS**

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the contractor written notice thirty (30) days prior to the effective date of any termination. Except for purchase orders for which products have already shipped, all obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The contractor shall be entitled to receive just and equitable compensation for any authorized work which has been completed in compliance with the contract, and to receive payment for all conforming product shipped as of the termination date. In no event shall the contractor be paid for a loss of anticipated profit.

t. **BREACH BY CONTRACTOR**

The State may terminate the contract, in whole or in part, if the contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the contractor, allow the contractor to cure a failure or breach of contract within a period of thirty (30) days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In the event of cancellation the contractor shall be entitled to payment, determined on a pro rata basis for services, for products or services performed or provided in compliance with the terms of the contract.

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

**MASTER AGREEMENT  
Master Agreement No: MNWNC-108  
Dell Marketing, L.P.  
(hereinafter "Contractor")  
And  
State of Nebraska  
(hereinafter "Participating State/Entity")**

Participating State Contract Number 14252 OC/Dell Contract Code  
WN20AGW

Page 11

of 27

**u. ASSURANCES BEFORE BREACH**

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the contract, upon written notice from the State, the contractor shall deliver assurances as reasonably requested by the State. Said assurances shall be sufficient to meet requirements of contract and agreed to by both parties at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

**v. FORCE MAJEURE**

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, fire, riot, Acts of God, war or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the contractor. To obtain release based on a Force Majeure Event, the contractor shall file a written request for such relief with the State Purchasing Bureau. Except for industry wide strikes directly impacting this agreement, labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

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

**MASTER AGREEMENT  
Master Agreement No: MNWNC-108  
Dell Marketing, L.P.  
(hereinafter "Contractor")  
And  
State of Nebraska  
(hereinafter "Participating State/Entity")**

**Participating State Contract Number 14252 OC/Dell Contract Code  
WN20AGW**

**Page 12**

**of 27**

- w. **PRODUCT DELIVERY**  
The contractor agrees to use commercially reasonable efforts to deliver Products to the State of Nebraska within thirty (30) days after receipt of a valid Purchase Order, or otherwise in accordance with the schedule contained in the Purchase Order accepted by Dell.
- x. **PROHIBITION AGAINST ADVANCE PAYMENT**  
Payments for contractual deliverable(s) shall not be made until such contractual deliverable(s) are received and accepted by the State.
- y. **PAYMENT**  
State will render payment to contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the contractor in accordance with Master Agreement, Exhibit A, B28. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services/goods provided by the contractor prior to receipt, and the contractor hereby waives any claim or cause of action for any such services/goods.
- z. **INVOICES**  
Invoices for payments must be submitted by the contractor to the agency requesting the services/goods with sufficient detail to support payment. The terms and conditions included in the contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice in conflict with the contract shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such conflicting term or

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

**MASTER AGREEMENT  
Master Agreement No: MNWNC-108  
Dell Marketing, L.P.  
(hereinafter "Contractor")  
And  
State of Nebraska  
(hereinafter "Participating State/Entity")**

Participating State Contract Number 14252 OC/Dell Contract Code  
WN20AGW

Page 13

of 27

condition, unless the conflicting invoice term or condition has been previously agreed to by the State as an amendment to the contract.

**aa. AUDIT REQUIREMENTS**

All contractor books, records and documents relating to work performed or monies received under the contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by the State. These records shall be maintained for a period of five (5) full years from the date of final payment, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles.

In addition to, and in no way in limitation of any obligation in the contract, the contractor shall return to the State all overpayments made inconsistent with the contract for which an audit exception has been taken or which has been disallowed because of such an exception. The contractor agrees to correct immediately any material weakness or condition reported to the State in the course of an audit.

**bb. TAXES**

Purchases of goods or services made by the State of Nebraska are exempt from the payment of Federal Excise Taxes, and exemption certificates will be furnished on request. State and local taxes are exempt by State Statute Section 77-2704 (l) (m). Exemption by statute precludes the furnishing of State exemption certificates.

**cc. INSPECTION AND APPROVAL**

Final inspection and approval of all work required and/or goods received under the contract shall be performed by the designated State officials and shall be subject to the terms of Section 28 of the Master Agreement.

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

MASTER AGREEMENT  
Master Agreement No: MNWNC-108  
Dell Marketing, L.P.  
(hereinafter "Contractor")  
And  
State of Nebraska  
(hereinafter "Participating State/Entity")

Participating State Contract Number 14252 OC/Dell Contract Code  
WN20AGW

Page 14

of 27

dd. **CHANGES IN SCOPE/CHANGE ORDERS**

The State may, at any time with written notice to the contractor, make changes within the general scope of the contract. Changes in scope shall only be conducted with the written approval of the State's designee as so defined by the State from time to time.

The State may, at any time work is in progress, by written order, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The contractor shall not claim forfeiture of contract by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the contractor for any extra work so ordered shall be determined in accordance with the applicable unit prices of the contract and agreed to in an applicable change order.

Corrections of any deliverable services/goods or performance of work required pursuant to the contract shall not be deemed a modification requiring a change order.

ee. **LEASE AGREEMENTS**

No Leasing is authorized under this Addendum for State Agencies. This restriction does not apply to other Participating Purchasers. Any assignment by a Participating Purchaser of its purchase order to a third-party financing company (other than Dell Financial Services, LLC) must be approved in advance in writing by contractor and shall not relieve the Purchasing Entity of its obligations hereunder

ff. **SEVERABILITY**

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and

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

MASTER AGREEMENT  
Master Agreement No: MNWNC-108  
Dell Marketing, L.P.  
(hereinafter "Contractor")  
And  
State of Nebraska  
(hereinafter "Participating State/Entity")

Participating State Contract Number 14252 OC/Dell Contract Code  
WN20AGW

Page 15

of 27

obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

**gg. CONFIDENTIALITY**

All materials and information provided by the State or acquired by the contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the contractor on behalf of the State shall be handled in accordance with Federal and State Law, the terms of the Master Agreement, and the contractor's ethical standards. The contractor must ensure the confidentiality of such materials or information in accordance with the foregoing. Should said confidentiality be breached by a contractor; contractor shall notify the State immediately of said breach and take immediate corrective action.

To the extent applicable to contractor's performance under the contract, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

**hh. LIMITATION OF LIABILITY**

See Master Agreement Exhibit A, Terms and Conditions, B.33  
The State of Nebraska agrees with the Limitation of Liability as stated in the Master Agreement to the extent allowed under State of Nebraska law.

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

**MASTER AGREEMENT  
Master Agreement No: MNWNC-108  
Dell Marketing, L.P.  
(hereinafter "Contractor")  
And  
State of Nebraska  
(hereinafter "Participating State/Entity")**

Participating State Contract Number 14252 OC/Dell Contract Code  
WN20AGW

Page 16

of 25

ii. INDEMNIFICATION

1) GENERAL

The contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), asserted against the State for personal injury, including death, and damage to tangible personal property, arising out of, resulting from, or attributable to the willful misconduct or negligence of the contractor, its employees, subcontractors, consultants, representatives, and agents, in performance of this contract, except to the extent such contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2) INTELLECTUAL PROPERTY INDEMNIFICATION: Please see WSCA-NASPO Master Agreement, Exhibit A.C18 of the Terms and Conditions.

3) PERSONNEL

The contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any third party claim with respect to withholding taxes, worker's compensation, employee benefits, or insurance relating to any of the employees provided by the contractor to the extent caused by contractor's failure to pay such taxes, compensation, benefits or insurance; provided that an indemnified party (i) has not interfered with contractor's supervision of its personnel, (ii) promptly notifies contractor of each such claim when and as it comes to an indemnified party's attention, (iii) cooperates with contractor, at contractor's expense, in the defense and resolution of



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

**MASTER AGREEMENT  
Master Agreement No: MNWNC-108  
Dell Marketing, L.P.  
(hereinafter "Contractor")  
And  
State of Nebraska  
(hereinafter "Participating State/Entity")**

Participating State Contract Number 14252 OC/Dell Contract Code  
WN20AGW

Page 17

of 25

such claim, and (iv) grants contractor sole control of the defense and resolution of such claim. Notwithstanding the foregoing, contractor shall bear no responsibility or otherwise be liable for any determination regarding the status of its personnel which is based on factors beyond its reasonable control or where contractor is without fault.

This section states the indemnified parties' exclusive remedies for any third-party claim or action relating to contractor's alleged failure to pay wages, salaries and contractor benefits to contractor's employees, and nothing in this contract or elsewhere will obligate contractor to provide any greater indemnity to the indemnified parties.

**jj. NEBRASKA TECHNOLOGY ACCESS STANDARDS**

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and will assist customer with identifying products and/or services that comply with the applicable standards. In the event such standards change during the contractor's performance, the State may create an amendment to the contract to request that contract comply with the changed standard at a cost mutually acceptable to the parties.

**kk. ANTITRUST**

The contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

**ll. PERFORMANCE**

The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the contractor remaining to be performed.

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

**MASTER AGREEMENT  
Master Agreement No: MNWNC-108  
Dell Marketing, L.P.  
(hereinafter "Contractor")  
And  
State of Nebraska  
(hereinafter "Participating State/Entity")**

Participating State Contract Number 14252 OC/Dell Contract Code  
WN20AGW

Page 18

of 25

**mm. DRUG POLICY**

Contractor certifies that it will comply with the Drug Free Workplace Act to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

**nn. EMPLOYEE WORK ELIGIBILITY STATUS**

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

- 1) The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us).
- 2) If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
- 3) The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

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

**MASTER AGREEMENT  
Master Agreement No: MNWNC-108  
Dell Marketing, L.P.  
(hereinafter "Contractor")  
And  
State of Nebraska  
(hereinafter "Participating State/Entity")**

Participating State Contract Number 14252 OC/Dell Contract Code  
WN20AGW

Page 19

of 25

- oo. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY**  
The contractor certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). Contractor validates its subcontractor database against various prohibited parties lists and does not knowingly do business with subcontractors who are debarred. The contractor also agrees to include similar requirements that have the same intent and effect as above in any and all subcontracts into which it enters. The contractor shall notify the Department within in seven (7) days if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.
- pp. **POLITICAL SUB-DIVISIONS**  
Contractor may extend the Contract to political subdivisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political subdivisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political subdivisions or other public entities not authorized by Neb. Rev. Stat. § 81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.
- qq. **REPORTS**  
The Contractor shall also provide to the State of Nebraska primary contact person quarterly utilization reports containing information as set forth in the Master Agreement, which at a minimum, shall include the following information pertaining to State of Nebraska Utilization:

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

**MASTER AGREEMENT  
Master Agreement No: MNWNC-108  
Dell Marketing, L.P.  
(hereinafter "Contractor")  
And  
State of Nebraska  
(hereinafter "Participating State/Entity")**

**Participating State Contract Number 14252 OC/Dell Contract Code  
WN20AGW**

**Page 20**

**of 25**

- 1) Purchase order number;
- 2) Description;
- 3) Quantity; and
- 4) Price

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

**MASTER AGREEMENT  
Master Agreement No: MNWNC-108  
Dell Marketing, L.P.  
(hereinafter "Contractor")  
And  
State of Nebraska  
(hereinafter "Participating State/Entity")**

Participating State Contract Number 14252 OC/Dell Contract Code  
WN20AGW

Page 21

of 25

These reports will be provided in Excel format as prescribed in the Master Agreement and sent via email on a quarterly basis as follows:

<u>Period End</u>	<u>Report Due</u>
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

rr. **ADMINISTRATIVE FEE /REBATE**

The Contractor agrees to provide a quarterly administrative fee in the form of a check. The fee will be payable to the State of Nebraska for an amount equal to one percent (1%) the net sales (net of any returns, credits, or adjustments under this Addendum) for the quarterly period. The Contractor's NASPO ValuePoint pricing to the State shall not be adjusted to offset for the equivalent fee amount. Payments shall be made in accordance with following schedule:

<u>Period End</u>	<u>Fee Due</u>
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

The Contractor agrees to provide an Administrative Fee report, reflecting new sales to the State during the associated fee period. The report shall be in the format developed by the Lead State and as agreed to by the Contractor. The report will be provided in secure electronic format and/or submitted electronically to the State contact listed in the Addendum.

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

**MASTER AGREEMENT  
Master Agreement No: MNWNC-108  
Dell Marketing, L.P.  
(hereinafter "Contractor")  
And  
State of Nebraska  
(hereinafter "Participating State/Entity")**

Participating State Contract Number 14252 OC/Dell Contract Code  
WN20AGW

Page 22

of 25

ss. **ADMINISTRATIVE FEE/REBATE REMITTANCE LOCATION**

All Administrative Fees/Rebates will be sent to the following address:

State Purchasing Bureau  
c/o Central Finance, Administrative Services  
1526 K Street, Suite 150  
Lincoln, NE 68508

tt. **CONTRACT MONITORING**

The Contractor is obligated under the NASPO ValuePoint Master Price Agreement to furnish audit information to the Lead State to confirm if the Purchasing Entity paid the Product and Service Schedule (PSS) discount price or lower in accordance with Section 4 of Exhibit B - Pricing. Upon request in support of an audit, Contractor agrees to provide the same information as submitted to the Lead State directly to the State. . Such requests shall not exceed four (4) per calendar year unless requests are mutually agreed to by both parties.

uu. **WARRANTY**

Contractor's warranties for products are located at <http://www.dell.com/WarrantyTERMS>, a hard copy of which will be provided to the State of Nebraska upon signature of the participating addendum upon request.

**IMPORTANT NOTICE:** Pursuant to § 84-602, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. Any non-proprietary, non-copyrighted information or other information not specifically excluded by § 84-712.05 **WILL BE POSTED FOR PUBLIC VIEWING.**

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

MASTER AGREEMENT  
 Master Agreement No: MNWNC-108  
 Dell Marketing, L.P.  
 (hereinafter "Contractor")  
 And  
 State of Nebraska  
 (hereinafter "Participating State/Entity")

Participating State Contract Number 14252 OC/Dell Contract Code  
 WN20AGW

Page 23

of 25

**5. Contractor Modifications or Additional Terms and Conditions to the Master Agreement:**

- a. Use of Purchasing-card is at time of order placement only, and not permitted for payment of invoices issued by contractor.

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

**Contractor**

Name	David White
Address	One Dell Way, Mailstop RR2-33, Round Rock, TX 78682
Telephone	512-725-3702
E-mail	David_F_White@dell.com

**Participating Entity**

Name	Nancy Storant
Address	Nebraska Administrative Services Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508
Telephone	402-471-0974
Fax	402-471-2089
E-mail	nancy.storant@nebraska.gov

**7. Partner Utilization:** Each state represented by NASPO ValuePoint participating in this Master Agreement independently have 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 and may define the partner's role in their participating addendum. The Contractors partners'

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

MASTER AGREEMENT  
 Master Agreement No: MNWNC-108  
 Dell Marketing, L.P.  
 (hereinafter "Contractor")  
 And  
 State of Nebraska  
 (hereinafter "Participating State/Entity")

Participating State Contract Number 14252 OC/Dell Contract Code  
 WN20AGW

Page 24

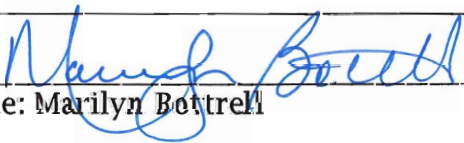
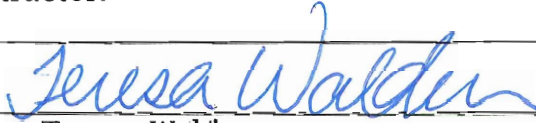
of 25

participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement. Any approved partners will be listed on the Contractor's State/Entity's website.

8. 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.

9. 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. All purchase orders issued by ordering entities with the jurisdiction of this Participating Addendum must include the Participating Addendum number: WN20AGW and the Master Agreement number MNWNC-108 on the order.

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

Participating State:	Contractor:
By: 	By: 
Name: Marilyn Bottrell	Name: Teresa Walden
Title: Materiel Administrator	Title: Sr. Contract Manager
Date: 10-14-15	Date: 10-9-2015



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

**MASTER AGREEMENT  
Master Agreement No: MNWNC-108  
Dell Marketing, L.P.  
(hereinafter "Contractor")  
And  
State of Nebraska  
(hereinafter "Participating State/Entity")**

Participating State Contract Number 14252 OC/Dell Contract Code  
WN20AGW

Page 25

of 25

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]

RESOLUTION 2016-60

WHEREAS, the use of mobile computing in the Police Department patrol fleet is essential for productivity; and

WHEREAS, several of the patrol fleet computers need to be replace; and

WHEREAS, the Police Department has reviewed and researched multiple replacement options; and

WHEREAS, the Police Department identified the Dell Latitude 12, Rugged Extreme tablet as the most cost effective replacement option.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to approve the Police Department purchase of ten, 10, Dell Latitude 12 Rugged Extreme tablets at \$3,022.13 each and 10 docking stations at \$451.81 each from state contract #14252 OC for a total cost of \$34,739.40

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 22, 2016.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 18, 2016	☐ City Attorney