



Notice of Contract Purchase Agreement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
ONE CAPITOL HILL
PROVIDENCE RI 02908

ENVISION TECHNOLOGY ADVISORS LLC
999 MAIN ST
STE 715
PAWTUCKET, RI 02860
United States

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| MPA-345-COMPUTER EQUIPMENT, PERIPHERALS & RELATED SUPPLIES | |
| Award Number 3451805 | Effective Period: 01-OCT-15 - 31-MAR-17 |

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| S H I P T O | MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States | Date: 22-JAN-16 Buyer: D Cadoret Shipping: Paid Terms: NET 30 Vendor#: 22704 | I N V O I C E | MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States |
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| Department | Type of Requisition | Bid Number | Requisition Number |
|------------|---------------------|------------|--------------------|
| | | N/A | |

THE DIVISION OF INFORMATION TECHNOLOGY HAS AUTHORIZED THE FOLLOWING PRODUCTS BE PURCHASED UNDER THIS CONTRACT:
DESKTOPS, TABLETS, LAPTOPS, SERVERS, STORAGE

LINK TO DELL WEBSITE::
[HTTP://WWW.DELL.COM/LEARN/US/EN/84/SLG/CONTRACT-SELECTION-RHODEISLAND?C=US&I=EN&S=SLG&CS=84](http://www.dell.com/learn/us/en/84/SLG/CONTRACT-SELECTION-RHODEISLAND?C=US&I=EN&S=SLG&CS=84)

PURCHASES ABOVE \$100,000
MUST BE FORWARDED TO THE DIVISION OF PURCHASES ON A REQUISITION

REFER TO THE NASPO VALUE POINT MASTER PRICE AGREEMENT AND THE STATE PARTICIPATING ADDENDUM FOR TERMS AND CONDITIONS.

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| STATE PURCHASING AGENT |
| |
| Nancy R. McIntyre |

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment: (Desktops, Laptops, Tablets, Servers, Storage and Ruggedized
Devices including Related Peripherals & Services)
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNWNC-108
Dell Marketing, L.P.
Dell Master Agreement No. 91AGY
(Hereinafter "Contractor")
And
The State of Rhode Island
Dell Contract Code WN28AGW
(Hereinafter "Participating State/Entity")

(STATE OF RHODE ISLAND/Contract #3444880)

1. Scope: This addendum allows for purchase from the Computer Equipment ((Desktops, Laptops, Tablets, Servers, Storage and Ruggedized Devices including Related Peripherals and Related Services) cooperative purchasing program, 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 Participating 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. The configuration limits within the Master Agreement are changed as follows: Peripherals configuration limit is increased to \$30,000.

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 Rhode Island 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. Unless otherwise specified, all state agencies, political subdivisions, including public education entities, and other entities (including cooperatives) in the State of Rhode Island are eligible to procure under this Participating Addendum.

3. Order of Precedence:

1. A Participating State's/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 WSCA-NASPO Master Agreement
2. Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms & Conditions)

3. The Solicitation including all Addendums; and

4. Contractor's and/or Vendor's answers and/or responses 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/Entity Modifications or Additions to Master Agreement:

- If financing and/or a leasing agreement is required for any purchase Rhode Island requires that said financing and/or leasing agreement be in accordance with Rhode Island law and/or the terms and conditions of said financing and/or leasing agreement be at least as favorable and/or no worse than those terms and conditions contained in the RFP and/or Master Price Agreement. Further, any and all financing and/or leasing agreement(s) must be pre-approved by the Rhode Island Division of Purchases, the Rhode Island Division of Legal Services and approved in writing by the Purchasing Agent and/or the Director Administration in his or her capacity as the Chief Purchasing Officer for the State of Rhode Island.
- Rhode Island specifically reserves the right notwithstanding any other terms and conditions contained in the RFP and/or Master Price Agreement to negotiate and enter into a Professional Services Agreement(s) with Contractor whenever said Professional Services Agreement is deemed necessary and required by the State of Rhode Island.
- Rhode Island, through its Division of Purchases, hereby reserves the right to limit any Department of the State of Rhode Island, political subdivision of the State of Rhode Island and/or any other entity, buyer, purchaser, and/or user of the RFP, Master Price Agreement and/or Participating Addendum to a MAXIMUM allowable purchase amount to be determined by the Rhode Island Division of Purchases.
- Payment must be made in accordance with the Rhode Island "Prompt Payment Act", so-called. (RIGL 42-11.1-1 et. seq.)
- Notwithstanding the Master Price Agreement and the RFP, this Participating Addendum shall be construed, governed and be interpreted by and in accordance with the laws of the State of Rhode Island without reference to conflict of laws; venue of any action, whether in law and/or in equity, brought with regard to this agreement and/or engagement shall be in Providence County Superior Court, Providence, Rhode Island. Further Contractor hereby

specifically acknowledges and accepts the personal jurisdiction of said court(s).

The provisions of Section 4 of this Participating Addendum, with the exception of the provision regarding financing and/or entering into a lease agreement, may be waived if it is deemed in the best interest(s) of the State of Rhode Island. Said waiver must be in writing and signed and approved by either the Purchasing Agent and/or the Director of Administration in his or her capacity as the Chief Purchasing Officer for the State of Rhode Island. The State hereby expressly reserves the right to request from the Vendor new and/or additional price quotes on larger acquisitions and/or purchases.

3. 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.**
- B. Any assignment by Participating State 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 in no case shall any such approval excuse Participating State from its obligations hereunder.**
- C. Returns and Exchanges.** Additional fees, including up to a 15% restocking fee, may apply.
- D. Dispute Resolution.** Participating State and Contractor will attempt to resolve any Dispute through face-to-face negotiation with persons fully authorized to resolve the Dispute or through mediation utilizing a mediator agreed to by the parties, rather than through litigation. The existence or results of any negotiation or mediation will be treated as Confidential Information. Notwithstanding the foregoing, either party will have the right to seek from a state or federal court a temporary restraining order, preliminary injunction, or other equitable relief to preserve the status quo, prevent irreparable harm, avoid the expiration of any applicable limitations period, or preserve a superior position with respect to other creditors, although the merits of the underlying Dispute will be resolved in accordance with this paragraph. In the event the parties are unable to resolve the Dispute within thirty (30) days of notice of the Dispute to the other party, the parties shall be free to pursue all remedies available at law or in equity.
- E. Contractor may not subcontract or delegate the performance of its obligations under this Agreement in whole or in part, or any rights, duties, obligations or liabilities under this Agreement, by operation of law or otherwise, without the prior written consent of Participating State (*other than subcontractors retained by Contractor from time to time in the ordinary course of business to perform CFI, warranty, break/fix, administrative and back office services who will not have access to Buyer's confidential data other than billing and contact information*) and provided that Contractor shall remain responsible for the performance of its obligations under this Agreement.**

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

Contractor

Participating Addendum Contact

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| Name | Amanda Hudson |
| Address | One Dell Way, Mail Stop RR 1-33, Round Rock, Texas 78682 |
| Telephone | 512-723-6806 |
| Fax | 512-283-9092 |
| E-mail | Amanda.Hudson@Dell.com |

Contractor

Master Agreement Contact

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| Name | Diane Wigington |
| Address | One Dell Way, Mail-Stop RR 1-33, Round Rock, TX 78682 |
| Telephone | 512-728-4805 |
| Fax | 512-283-9092 |
| E-mail | Diane.Wigington@dell.com |

Participating Entity

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|-----------|--|
| Name | David A. Cadoret, Division of Purchases |
| Address | 1 Capitol Hill, Providence, RI 02908 |
| Telephone | 401-574-8131 |
| Fax | |
| E-mail | David.Cadoret@Purchasing.RI.Gov |

6. Partner Utilization:

All Contractor authorized Resellers and Agents in the State of Rhode Island, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the WSCA-NASPO Master Price Agreement. Contractor shall make all determinations about which entities in the State of Rhode Island that the Contractor authorized Reseller and Agents may support. The Contractor authorized Resellers and Agents participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

a. Contractor authorized Resellers

1. Contractor authorized Resellers shall provide quotes, accept purchase orders, and accept payment from entities ordering under this Participating Addendum.

b. Contractor authorized Agents

1. Contractor authorized Agents are authorized to provide quotes, sales assistance, configuration guidance and ordering support for hardware, software and services available this Participating Addendum.

2. Contractor authorized Agents ARE NOT authorized to accept orders, purchase orders or payment from entities ordering under this Participating Addendum.

All purchase orders issued by ordering entities with the jurisdiction of this Participating Addendum must include the Participating Addendum number: WN28AGW and the Master Agreement number MNWNC-108 on the order.

7. **Terms:** The Participating State/Entity is agreeing to the terms and conditions of the Master Price Agreement ("MPA") only to the extent said terms and conditions are not in conflict with any of the terms and conditions of the Participating Addendum.

8. **Orders:** Any Order placed by a Participating Entity or Purchasing Entity for a hardware, software and/or services available from this Master Price Agreement and/or Participating Addendum shall be deemed to be a sale under and governed by the prices and other terms and conditions of the Master Price Agreement. Or said sale shall be under and governed by the prices and other terms and conditions of the Participating Addendum if said prices, terms and other conditions are in conflict with MPA. The Parties to the Order may specifically agree in writing that another contract or agreement applies to such Order.

9. **Participating Addendum:** To the extent applicable, this Participating Addendum is effective and will replace and supersede the existing Participating Addendum between Contractor and Participating State/Entity under Master Price Agreement/Minnesota WSCA-NASPO, Number 3444880, as of the full execution of this Participating Addendum below. This Addendum will be coterminous with the Master Agreement and any extensions of the Master Agreement, unless terminated pursuant to MASTER AGREEMENT TERMS AND CONDITIONS B. WSCA-NASPO TERMS AND CONDITIONS, Section 6 Cancellation.

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

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| Participating State: | Contractor: |
| By: <i>Mary K. McIndoo</i> | By: <i>Katherine Dunay</i> |
| Name: <i>Mary K. McIndoo</i> | Name: Katherine Dunay |
| Title: <i>State Purchasing Agent</i> | Title: Public Contract Manager |
| Date: <i>11/19/15</i> | Date: 11/19/2015 |

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

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|-------------------------------------|--|
| Cooperative Development Coordinator | Tim Hay |
| Telephone | 503-428-5705 |
| E-mail | thay@naspovaluepoint.org |

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