Notice of Contract Purchase Agreement

State Of Rhode Island and Providence Plantations  
Department of Administration  
Division of Purchases  
One Capitol Hill  
Providence, RI 02908-5860

INVOICE TO
The State of Rhode Island accepts electronic invoices via its supplier portal. To register and submit electronic invoices, visit the supplier portal at http://controller.admin.ri.gov/iSupplier/isup/index.php

To submit paper invoices, mail to: Department of Administration Controller, One Capitol Hill, 4th Floor, Providence 02908.

CHANGE TO PO #3443146:

CHANGE EFFECTIVE PERIOD:
FROM: 10/01/2015 - 03/31/2017
TO: 10/01/2015 - 03/31/2020

EXTENDING DATES PER THE ATTACHED AMENDMENT #1 TO AGREEMENT #MNWNC-119 DATED 03/10/2017.

Reference Documents: 201703311201.pdf
Contract Terms and Conditions

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Terms and Conditions

PURCHASE ORDER STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS PURCHASE ORDER

MPA BID AWARD (STATEWIDE APPLICABILITY)
STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).

MULTI YEAR AWARD
THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

PURCHASE AGREEMENT AWARD
THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

AUTHORIZATION AND RELEASE
In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

PARTIAL PAYMENTS
PARTIAL OR PROGRESS PAYMENTS MAY BE MADE. PAYMENT WILL BE AUTHORIZED
UPON RECEIPT AND ACCEPTANCE BY THE AGENCY OF THE PORTION OF THE CONTRACT OR PURCHASE ORDER COMPLETED BY THE VENDOR. PAYMENT UPON THE RENDERING OF A PROPERLY SUBMITTED INVOICE.

EQUAL OPPORTUNITY COMPLIANCE
THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.

b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT
In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY - If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING - All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.

CAMPAIGN FINANCE COMPLIANCE
CAMPAIGN FINANCE: In accordance with RI General Law 17-27-2, every person or business entity providing goods or services of $5,000 or more, and has in the preceding 24 months, contributed an aggregate amount in excess of $250 within a calendar year to any general officer, or candidate for general office, any member, or candidate for general assembly, or political party, is required to electronically file an affidavit regarding political contributions at: https://secure.ricampaignfinance.com/RhodeIslandCF/Public/VendorAffidavit.aspx

ARRA SUPPLEMENTAL TERMS AND CONDITIONS
For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009, Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009, Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.

DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:
No vendor engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.
AMENDMENT NO. 1 TO CONTRACT NO. MNWNC-119

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and Microsoft Corporation, One Microsoft Way, Redmond, WA 98052-7329 ("Contract Vendor").

WHEREAS, the State has a Contract with the Contract Vendor identified as Contract No. MNWNC-119, April 1, 2015, through March 31, 2017 ("Contract"), to provide Computer Equipment: (Desktops, Servers, and Storage including Related Peripherals and Services); and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Materials Management Division and the Contract Vendor in a fully executed amendment to the Contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. That Contract No. MNWNC-119 is extended through March 31, 2020, at the same terms and conditions.

2. The Contract Vendor shall provide Computer Equipment: (Desktops, Servers, and Storage including Related Peripherals and Services) at the prices set forth on the attached Exhibit B, Pricing Schedule.

This Amendment is effective beginning April 1, 2017, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby,

<table>
<thead>
<tr>
<th>1. MICROSOFT CORPORATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>By: Allison L. Watson</td>
</tr>
<tr>
<td>Title: Corp. Vice President</td>
</tr>
<tr>
<td>Date: 3/8/2017</td>
</tr>
</tbody>
</table>

<table>
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<tr>
<th>2. OFFICE OF STATE PROCUREMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>By: Andy D. Moran</td>
</tr>
<tr>
<td>Title: Acquisition Management Specialist</td>
</tr>
<tr>
<td>Date: 3/10/17</td>
</tr>
</tbody>
</table>

<table>
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<tr>
<th>3. COMMISSIONER OF ADMINISTRATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
</tr>
<tr>
<td>Title:</td>
</tr>
<tr>
<td>Date: 3/10/2017</td>
</tr>
</tbody>
</table>
EXHIBIT B: Pricing Schedule

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

1. BASELINE PRICE LIST: MICROSOFT MSRP

2. BAND DISCOUNTS – (CATEGORY EXCEPTIONS APPLICABLE IN ALL BANDS)

<table>
<thead>
<tr>
<th>BAND 2 LAPTOP</th>
<th>CATEGORY</th>
<th>MINIMUM</th>
<th>DISCOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>BAND 3 TABLET</td>
<td>2M</td>
<td>8%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3M</td>
<td>8%</td>
<td></td>
</tr>
</tbody>
</table>

IMPORTANT: The minimum discount is provided, refer to Contract Vendor's Website for any additional discounts and request a quote for bulk/volume discounts. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price). If there is a special case where delivery fee must be charged, the Contract Vendor will notify the customer in advance.

3. THIRD PARTY PRODUCTS - (APPLICABLE IN ALL BANDS)

| TPM | 5% |

4. SERVICES – see the Product & Services Schedule

5. Year Extended HW Service Plan = $94.05 per device

6. Microsoft Store Services = 20% Warranty = 5%. Image Consulting = 10.7%

7. LEASING

The Participating Addendum executed may identify if and how leasing agreement terms will be conducted.

8. ADDITIONAL DISCOUNTS – Call for discounts on bulk/volume purchases.

9. MICROSOFT ACCESSORIES: '15%

Per Transaction Multiple Unit up to 6000 single SKU UNITS: Microsoft may provide additional volume based pricing discounts to States and Participating Entities whose purchase qualifies on a per transaction multiple unit basis. The discount program is based on the number of device units of a single SKU purchased on a single purchase order or P-card transaction. The additional discount percentage, incremental to the minimum discount provided, to be earned per device unit of a single SKU will be considered by each respective provider on single purchase volumes up to 5,000 single SKU units.

For purchase volumes greater than 5,000 single SKU units: The additional discount percentage will be reviewed and approved directly by Microsoft's Worldwide Licensing Pricing and Surface groups.

PROMOTIONS: Microsoft plans to offer product and service promotions with special pricing and additional discounts beyond the bulk pricing discounts throughout the year.
STATE OF MINNESOTA – WORKFORCE CERTIFICATE INFORMATION
Required by state law for ALL bids or proposals that could exceed $100,000

Complete this form and return it with your bid or proposal. The State of Minnesota is under no obligation to delay proceeding with a contract until a company becomes compliant with the Workforce Certification requirements in Minn. Stat. §363A.36.

**BOX A – MINNESOTA COMPANIES** that have employed more than 40 full-time employees within this state on any single working day during the previous 12 months, check one option below:

☐ Attached is our current Workforce Certificate issued by the Minnesota Department of Human Rights (MDHR).

☐ Attached is confirmation that MDHR received our application for a Minnesota Workforce Certificate on ______________ (date).

**BOX B – NON-MINNESOTA COMPANIES** that have employed more than 40 full-time employees on a single working day during the previous 12 months in the state where it has its primary place of business, check one option below:

☒ Attached is our current Workforce Certificate issued by MDHR.

☒ We certify we are in compliance with federal affirmative action requirements. Upon notification of contract award, you must send your federal or municipal certificate to MDHR at compliance.MDHR@state.mn.us. If you are unable to send either certificate, MDHR may contact you to request evidence of federal compliance. The inability to provide sufficient documentation may prohibit contract execution.

**BOX C – EXEMPT COMPANIES** that have not employed more than 40 full-time employees on a single working day in any state during the previous 12 months, check option below if applicable:

☐ We attest we are exempt. If our company is awarded a contract, we will submit to MDHR within 5 business days after the contract is fully signed, the names of our employees during the previous 12 months, the date of separation, if applicable, and the state in which the persons were employed. Send to compliance.MDHR@state.mn.us.

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of your company.

Name of Company: **Microsoft Corporation** Date: 3/8/2017
Authorized Signature: **Allison L. Watson** Telephone: 415
Printed Name: **Allison L. Watson** Title: **Corp. Vice President**

For assistance with this form, contact:
Minnesota Department of Human Rights, Compliance Services
Email: **compliance.mdhr@state.mn.us** TTY: 651-296-1283

**CONTRACT NO. MNWNC-119** MASTER AGREEMENT AWARD COMPUTER EQUIPMENT MICROSOFT CORPORATION
CERTIFICATE OF COMPLIANCE

MICROSOFT CORPORATION is hereby certified as a contractor by the Minnesota Department of Human Rights. This certificate is valid from 12/2/2013 to 12/2/2017.

This certification is subject to revocation or suspension prior to its expiration if the department issues a finding of noncompliance or if your organization fails to make a good faith effort to implement its affirmative action plan.

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:

Kevin M. Lindsey, Commissioner
March 3, 2017

Maria Stinson
Microsoft Corporation
One Microsoft Way
Redmond, WA 98052-7329

Dear Ms. Stinson:

The following documents are enclosed for you to complete and return:

- Amendment to SWIFT Contract No MNWNC-119
- Workforce Certification Form

Please sign and return all three sets of documents, via mail, to Eleigh Vazquez at the above address by March 10, 2017.

If the Amendment is not properly executed it will be returned to you. Upon receipt of the properly executed document, and after signatures are obtained from the appropriate State authorities, a copy of the completed Amendment will be sent to your company.

If you have any questions, please feel free to contact me.

Sincerely,

Andy Doran
IT Acquisitions Supervisor
Enclosure
Notice of Contract Purchase Agreement

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

MICROSOFT CORP
ONE MICROSOFT WAY
REDMOND, WA 98052
United States

MPA 345-COMPUTER EQUIPMENT,
PERIPHERALS & RELATED
SERVICES

<table>
<thead>
<tr>
<th>Award Number</th>
<th>Effective Period:</th>
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<tbody>
<tr>
<td>3443146</td>
<td>01-OCT-15 - 31-MAR-17</td>
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<tr>
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<th>Vendor#:</th>
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<tr>
<td>03-NOV-15</td>
<td>D Cadoret</td>
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<tr>
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<th>Bid Number</th>
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MPA 345-COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES

THE INITIAL TERM OF THIS CONTRACT WILL BE 10/1/15-3/31/17 (OPTIONS TO RENEW AVAILABLE)

NASPO-VALUEPOINT CONTRACT ID: MNWNC-119

ALL PURCHASES ARE TO BE MADE THROUGH THE RHODE ISLAND RESELLER:
MICROSOFT STORE-PROVIDENCE PLACE MALL
97 PROVIDENCE PLACE, SPACE 5505
PROVIDENCE, RI 02903
SALES CONTACT: MIKE MORSILLI
MICHAMO@MICROSOFT.COM
OFFICE 781-398-4639
MICROSOFT STORES GENERAL NUMBER 855-270-6581
STORE BUSINESS DESK EMAIL: STOREBD@MICROSOFT.COM

PRIMARY VENDOR CONTACT FOR PARTICIPATING ADDENDUM:
NAME: MARIA STINSON
ADDRESS: ONE MICROSOFT WAY, REDMOND, WA 98052
TELEPHONE 425-538-2867
FAX 425-936-7329
E-MAIL MARSTIN@MICROSOFT.COM

THE DIVISION OF INFORMATION TECHNOLOGY HAS AUTHORIZED THE FOLLOWING PRODUCTS BE PURCHASED UNDER THIS CONTRACT:
LAPTOPS AND TABLETS

ANY PURCHASES OF DIFFERENT EQUIPMENT OR SERVICES UNDER THIS CONTRACT REQUIRES THE APPROVAL OF THE DIVISION OF INFORMATION TECHNOLOGY AND THE DIVISION OF PURCHASES.

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.ri.gov. Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

STATE PURCHASING AGENT

Nancy R. McIntyre
Notice of Contract Purchase Agreement

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

MICROSOFT CORP
ONE MICROSOFT WAY
REDMOND, WA 98052
United States

MPA 345: COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES

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</tbody>
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S H I P T O
MASTER PRICE AGREEMENT SEE BELOW
RELEASE AGAINST, RI MPA
United States

Date: 03-NOV-15
Buyer: D Cadoret
Shipping: Paid
Terms: NET 30
Vendor#: 5208

I N V O I C E
MASTER PRICE AGREEMENT SEE BELOW
RELEASE AGAINST, RI MPA
United States

Department | Type of Requisition | Bid Number | Requisition Number |
------------|----------------------|------------|--------------------|
            |                      |            | N/A                |

PRICE LIST: WEBSITE: HTTP://WWW.MICROSOFT.COM/NASPO
GO TO PRODUCT & SERVICE SCHEDULE TAB (PSS)
NOTE: MINIMUM DISCOUNT SHOWN, ACTUAL MAY BE GREATER

POLITICAL SUBDIVISIONS: PRICING IS AVAILABLE TO THE POLITICAL SUBDIVISIONS OF THE STATE OF RHODE ISLAND.
PURCHASES ABOVE $100,000 MUST BE FORWARDED TO THE DIVISION OF PURCHASES ON A REQUISITION.

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.ri.gov. Delivery of goods or services as described herein shall be deemed acceptance of these requirements.
PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter “Lead State”)

MASTER AGREEMENT
Master Agreement No: MNWNC-119
Microsoft
(Hereinafter “Contractor”)
And
The State of Rhode Island
(Hereinafter “Participating State/Entity”)

STATE OF RHODE ISLAND/Contract #3443146

1. Scope: This addendum allows for purchase from the Computer Equipment, 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.

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. 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 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.

- Contractor shall provide certificates of insurance to the State of Rhode Island upon request. Notwithstanding anything to the contrary herein, the contractor may meet the insurance requirements via commercial insurance, self-insurance, or a combination of these options at the contractor's sole discretion. In addition, any combination of Primary, Umbrella, or Excess Liability policies may be used to meet any coverage or limits requirements listed above.

- 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 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 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 Contract Vendor and/or Partner new and/or additional price quotes on larger acquisitions and/or purchases.

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

<table>
<thead>
<tr>
<th>Contractor</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name</strong></td>
<td>Maria Stinson</td>
</tr>
<tr>
<td><strong>Address</strong></td>
<td>One Microsoft Way, Redmond, WA 98052</td>
</tr>
<tr>
<td><strong>Telephone</strong></td>
<td>425-538-2867</td>
</tr>
<tr>
<td><strong>Fax</strong></td>
<td>425-938-7329</td>
</tr>
<tr>
<td><strong>E-mail</strong></td>
<td><a href="mailto:marstinn@microsoft.com">marstinn@microsoft.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Participating Entity</th>
<th></th>
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</thead>
<tbody>
<tr>
<td><strong>Name</strong></td>
<td>David A. Cadoret</td>
</tr>
</tbody>
</table>
| **Address**          | Division of Purchases  
1 Capitol Hill  
Providence, RI 02908 |
| **Telephone**        | 401-574-8131 |
| **Fax**              |  |
| **E-mail**           | David.cadoret@purchasing.ri.gov |

6. **Partner Utilization:** Each Participating State/Entity represented by NASPO ValuePoint participating in this Master Agreement independently have the option of utilizing partners. Only partners approved by this Participating State/Entity may be deployed. The Participating State/Entity may define the process to add and remove partners and may define the partner’s role in this Participating Addendum. The Contractors partners' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement and this Participating Addendum. Approved partners are shown on the Contractor's dedicated website for the Participating Entity and its respective eligible Purchase Entities.

7. **Terms:** The Participating State/Entity is agreeing to the terms and conditions of the Master Agreement ("MA") 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 Product and/or Service available from this Master 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 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 MA. 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 Agreement/Minnesota WSCA-NASPO, Number __________, as of the first business day of the month following the full execution of this Participating Addendum below or June 1, 2015, whichever is later.

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

<table>
<thead>
<tr>
<th>Participating State:</th>
<th>Contractor: Microsoft Corporation</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td>Name:</td>
<td>Name: Margaret Arakawa</td>
</tr>
<tr>
<td>Title:</td>
<td>Title: General Manager US M&amp;O</td>
</tr>
<tr>
<td>Date: 11/30/15</td>
<td>Date: 11/30/15</td>
</tr>
</tbody>
</table>

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator
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]