

**Participating Addendum
for
COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES
between
State of Rhode Island Contract #3887023
and
Microsoft Corporation**

This Participating Addendum is entered into by State of Rhode Island ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number 23015, executed by Contractor and the State of Minnesota for Computer Equipment, Peripherals & Related Services ("Master Agreement"):

Microsoft Corporation ("Contractor")
One Microsoft Way
Redmond, WA, 98052-7329

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Daniel Roberts
Partner Development Manager
Daniel.Roberts@microsoft.com
216-544-9988

Participating Entity's contact for this Participating Addendum is:

Jonathan Nadeau
Senior Procurement Specialist
jonathan.nadeau@purchasing.ri.gov
401-574-8133

- II. TERM.** This Participating Addendum is effective as of the date of issuance of the corresponding Purchase Agreement by the State of Rhode Island, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- III. PARTICIPATION AND USAGE.** This Participating Addendum may be used by all State agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the State. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.
- IV. GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.
- V. SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to the Contractor and Participating Entity and Purchasing Entities.
- a. Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
- b. Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum if issued a separate Purchase Agreement by the State of Rhode Island. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.

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- c. Configuration Dollar Limits:** Notwithstanding anything to the contrary in the Master Agreement, the Configuration Dollar Limit for Band One is increased to \$30,000.

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum upon execution of an updated Participating Addendum and memorialized via revision to the corresponding Purchase Agreement issued by the State of Rhode Island.

Cooperative (NASPO) Participating Addendum:

- Insurance requirements as set forth in the original solicitation must be met for the duration of the corresponding Purchase Agreement term.
- Jurisdiction and venue for any lawsuits arising here from shall be in the Providence Superior Court and shall be governed by the laws of the State of Rhode Island without reference to its principles of conflicts of laws.
- Vendors must be fully registered in Ocean State Procures (“OSP”) before a Purchase Agreement is issued to memorialize the duly executed Participating Addendum.

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum.

- VI. ORDERS.** Purchasing Entities may place orders under this Participating Addendum by referencing the Participating Addendum Number on an Order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.

VII. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.

In 2017, the General Assembly amended the “State Purchases Act”, R. I. Gen. Laws, § 37-2-12(b), to authorize the Chief Purchasing Officer to establish, charge and collect from vendors listed on master price agreements (“MPA”) a contract administrative fee not to exceed one percent (1%) of the total value of the annual spend against their MPA contracts. All contract administrative fees collected from MPA vendors shall be deposited into a restricted receipt account which shall be used for the purposes of implementing and maintaining an online eProcurement system and other costs related to State procurement. In accordance with this legislative initiative the Division of Purchases is upgrading the State procurement system through the purchase and installation of an eProcurement system. The contract administrative fee shall be applicable to all Purchase Agreements/Orders issued relative to Statewide MPA contracts.

- VIII. FEDERAL FUNDING REQUIREMENTS.** Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.

IX. INFORMATION TECHNOLOGY SECURITY STANDARDS.

- X. ATTACHMENTS.** This Participating Addendum includes the following attachments:

- a. Attachment A: Participating Entity Modifications and Additions to Master Agreement Terms and Conditions
- b. Attachment B: Participating Entity Product and Service Exclusions
- c. Attachment C: Participating Entity-Specific Pricing

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XI. NOTICE. Any notice required herein shall be sent to the following:

For Contractor:

Daniel Roberts
Partner Development Manager
Daniel.Roberts@microsoft.com
216-544-9988

For Participating Entity:

Jonathan Nadeau
Senior Procurement Specialist
Jonathan.nadeau@purchasing.ri.gov
401-574-8133

XII. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT. Upon execution, Contractor shall email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. While Participating Entity will maintain the official record of this Participating Addendum, the Parties agree that this Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

SIGNATURE

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

CONTRACTOR:


Tracy Galloway (Apr 30, 2024 11:23 PDT)

Signature

Tracy Galloway

Printed Name

CVP COO SE&O

Title

Apr 30, 2024

Date

PARTICIPATING ENTITY:


Amanda Rivers (May 9, 2024 09:54 EDT)

Signature

Amanda Rivers

Printed Name

Deputy Purchasing Agent

Title

May 9, 2024

Date