



**Idaho Division of Purchasing**

**Participating Addendum**

**Purchase Order Name:** Microsoft PADD  
**Contract Number:** PADD16200162  
**Contract Value this Extension:** \$400,000.00 USD  
**Total Contract Value:** **\$2,000,000.00 USD**  
**Purchase Order Date:** 03/23/2020  
**Contract Term:** **04/01/2020 – 07/31/2021**  
**Submitted By:** Kaylee Starman

**Supplier**

MICROSOFT CORPORATION  
 One Microsoft Way  
 Redmond, WA, 48072

**Phone:** +1 503-704-5001  
**Fax:** +1 000-000-0000  
**Email:** jamesn@microsoft.com

**Shipping Details**

**Ship FOB:** Destination, Prepaid  
**Shipping Instructions:** per agency order

**Bill To Address**

DOP - Various State Agencies  
 State of Idaho  
 Various Locations See  
 Below for Details on  
 Specific Locations  
 Various, Idaho 83702

**Phone:** 208-327-7465  
**Fax:** 208-327-7320  
**Email:** purchasing@adm.idaho.gov  
**Mail Stop:** DOP - Various Locations

**Ship To Address**

Ship to Ordering  
 Agency

**Phone:** 208-327-7465  
**Fax:** 208-327-7320  
**Email:** purchasing@adm.idaho.gov  
**Mail Stop:** DOP - Various Locations

**Payment Details**

**Payment Terms:** Net 30

**Participating Addendum**

PADD16200162 Change Order 3

This PADD is for Computer Equipment, Peripherals. and Related Services for the benefit of State of Idaho Agencies. Institutions, Departments and eligible political subdivisions or public agencies as defined by Idaho Code; Section 67-2327, is extended for an additional period of time, as provided above. All terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. NASPO ValuePoint Master Agreement Amendment 2 to extend Minnesota Agreement No. MNWNC-119 is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Original PADD: 08/13/2015-03/31/2017 \$1,000,000.00

Change Order 1: 08/13/2015-03/31/2017 \$0.00

Change Order 2: 4/1/17-3/31/20 \$600,000.00

This Extension: 4/1/2020 – 07/31/2021 \$400,000.00

Total PADD Value: \$2,000,000.00

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**Special Instructions:**

**Internal Comments:**

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**Signature :** Kaylee Starman

**Signed By :**  \_\_\_\_\_

**AMENDMENT NO. 2 TO CONTRACT 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, 2020 ("Contract"), to provide Computer Equipment: Laptops and Tablets, 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 Office of State Procurement and the Contract Vendor in a fully executed amendment to the Contract.

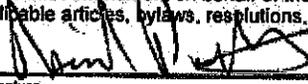
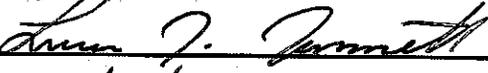
**NOW, THEREFORE**, it is agreed by the parties to amend the Contract as follows:

1. That Contract No. MNWNC-119 is extended through July 31, 2021, at the same terms, conditions, and prices.

This Amendment is effective beginning April 1, 2020, 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.

<p><b>1. MICROSOFT CORPORATION</b> The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.</p> <p>By: <u></u> Signature <u>David Porter</u> Printed Name</p> <p>Title: <u>Corporate Vice President</u></p> <p>Date: <u>11/14/2019</u></p> <p>By: _____ Signature</p> <p>Printed Name _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p><b>2. OFFICE OF STATE PROCUREMENT</b> In accordance with Minn. Stat. § 16C.03, subd. 3.</p> <p>By: <u></u></p> <p>Title: <u>Acquisition Management Specialist</u></p> <p>Date: <u>11/15/2019</u></p> <p><b>3. COMMISSIONER OF ADMINISTRATION</b> Or delegated representative.</p> <p>By: <u></u></p> <p>Date: <u>11/15/2019</u></p>
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State of Idaho

**CHANGE ORDER - 02**

**PLEASE DO NOT DUPLICATE THIS ORDER.**

**Change Order Summary**

**Purchase Order Number:** PADD16200162  
**Account Number:** AC-1  
**Revision Number:** 02  
**Change Order Date:** March 21, 2017  
**Service Start Date:** August 13, 2015  
**Service End Date:** March 31, 2020  
**Payment Method:** Invoice  
**Payment Terms:** NET30  
**Currency:** USD  
**FOB Instruction:** Destination  
**Attachment(s):** [MA extension Microsoft.pdf](#) :  
[ChangeLog.htm](#) :Purchase Order Change

**Supplier**

Mark Wernet  
 MICROSOFT CORPORATION  
 411 West Front St  
 Ste 400  
 Boise, ID 83702  
**Phone:** 503-515-0065

**Fax:** 503-452-8314

**Email:** mwernet@microsoft.com

**Buyer Contact**

Stephanie Wildman  
 Tel:208-332-1611  
 Fax: 208-327-7320  
 Stephanie.Wildman@adm.idaho.gov

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**Contract Number:**

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**Bill To Address**

DOP - Various State Agencies  
 State of Idaho  
 Various Locations  
 See Below for Details  
 on Specific Locations  
 Various, Idaho 83702  
**Phone:** 208-327-7465  
**Fax:** 208-327-7320  
**Email:** purchasing@adm.idaho.gov  
**Mail Stop:** DOP - Various Locations

**Ship To Address**

DOP - Various State Agencies  
 State of Idaho  
 Various Locations  
 See Below for Details  
 on Specific Locations  
 Various, Idaho 83702  
**Phone:** 208-327-7465  
**Fax:** 208-327-7320  
**Email:** purchasing@adm.idaho.gov  
**Mail Stop:** DOP - Various Locations

**Instructions**

PADD16200162 Change Order 2

This PADD is for Computer Equipment, Peripherals, and Related Services for the benefit of State of Idaho Agencies, Institutions, Departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327, is renewed for an additional period of time, as provided above. All terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. NASPO ValuePoint Master Agreement Amendment to extend Minnesota Agreement No. MNWNC-119 is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

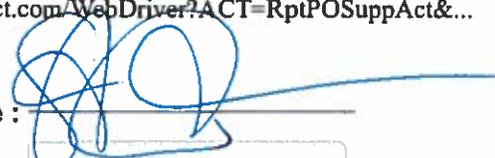
Original PADD: 08/13/2015-03/31/2017 \$1,000,000.00

Change Order 1: 08/13/2015-03/31/2017 \$0.00

This Renewal: 4/1/17-3/31/20 \$600,000.00

Total PADD Value: \$1,600,000.00

		Items				
Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total	
	3.00	0	ANN	200,000.00	\$600,000.00	
<b>Item Description</b>	#1					
		Computer Equipment, Peripherals, and Related Services - Bands 2 and 3				
						
<b>Delivery Date:</b>	March 22, 2017					
<b>Shipping Method:</b>	Delivery					
<b>Shipping Instructions:</b>	Ship per Ordering Entity Instructions					
<b>Ship FOB:</b>	Destination					
<b>Attachment(s)</b>						
<b>Special Instructions:</b>	Bill per Ordering Entity instructions					
<b>Sub-Total (USD)</b>					\$600,000.00	
<b>Estimated Tax (USD)</b>					\$0.00	
<b>TOTAL: (USD)</b>					\$600,000.00	
<b>Note: If there is a  next to an item's unit price, that indicates that the price has been discounted.</b>						



**Signature :** \_\_\_\_\_

**Signed By :** Stephanie Wildman

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.

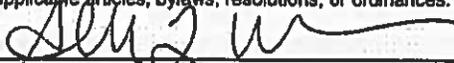
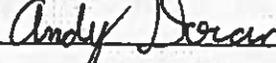
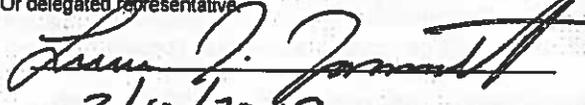
NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

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.

<p><b>1. MICROSOFT CORPORATION</b> The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.</p> <p>By: <u></u> Signature <u>Allison L. Watson</u> Printed Name Title: <u>Corp. Vice President</u> Date: <u>3/8/2017</u> By: _____ Signature Printed Name Title: _____ Date: _____</p>	<p><b>2. OFFICE OF STATE PROCUREMENT</b> In accordance with Minn. Stat. § 16C.03, subd. 3.</p> <p>By: <u></u> Title: <u>Acquisition Management Specialist</u> Date: <u>3/10/17</u></p> <p><b>3. COMMISSIONER OF ADMINISTRATION</b> Or delegated representative</p> <p>By: <u></u> Date: <u>3/10/2017</u></p>
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**EXHIBIT B: Pricing Schedule**



**COMPUTER EQUIPMENT  
2014-2020  
Updated 04/01/2017**



**MINNESOTA WCSA-NASPO MASTER AGREEMENT AWARD**

<b>1</b>	<b>BASELINE PRICE LIST: MICROSOFT MSRP</b>	<b>POSTED ON WEBSITE</b>
<b>2.</b>	<b>BAND DISCOUNTS – (CATEGORY EXCEPTIONS APPLICABLE IN ALL BANDS)</b>	<b>CATEGORY      MINIMUM DISCOUNT</b>
	BAND 2 LAPTOP	2M      8%
	BAND 3 TABLET	3M      8%
	<b>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 inside delivery fee must be charged, the Contract Vendor will notify the customer in advance.</b>	
<b>3.</b>	<b>THIRD PARTY PRODUCTS - (APPLICABLE IN ALL BANDS)</b>	<b>TPM      5%</b>
<b>4.</b>	<b>SERVICES – see the Product &amp; Services Schedule</b>	
	Services are at the option of Participating States/Participating Addendum States/each State may address service agreement terms and related travel. States may negotiate additional services. The majority of hardware includes a one year warranty. Accessories are generally 90 days. Customer may purchase warranty upgrades and services for certain hardware as offered on the PSS. For standard warranty information: Standard Warranty: <a href="http://www.microsoft.com/surface/en-us/support/warranty-service-and-recovery/surface-warranty">http://www.microsoft.com/surface/en-us/support/warranty-service-and-recovery/surface-warranty</a> and Extended Warranty: <a href="http://www.microsoft.com/surface/en-us/support/warranty-service-and-recovery/surface-warranty">http://www.microsoft.com/surface/en-us/support/warranty-service-and-recovery/surface-warranty</a>	
	3 Year Extended HW Service Plan = \$94.05 per device	
	3 Year Extended HW Service Plan With Accidental Damage = \$236.55 per device	
	Microsoft Store Services = 20%    Warranty = 5%.    Image Consulting = 10.7%	
	Installation & General Consulting referred to Microsoft Partners	
<b>5.</b>	<b>LEASING</b>	
	The Participating Addendum executed may identify if and how leasing agreement terms will be conducted.	
<b>6.</b>	<b>ADDITIONAL DISCOUNTS – Call for discounts on bulk/volume purchases.</b>	
	<b>MICROSOFT ACCESSORIES: 15%</b>	
	<b>Per Transaction Multiple Unit up to 5000 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 units of a single sku will be considered by each respective provider on single purchase volumes up to 5,000 single sku units.</b>	
	<b>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.</b>	
	<b>PROMOTIONS: Microsoft plans to offer product and service promotions with special pricing and additional discounts beyond the bulk pricing discounts throughout the year.</b>	

# 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](mailto: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](mailto: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: 425 number: \_\_\_\_\_  
Printed Name: Allison L. Watson Title: Comp. Vice President

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services

Web: <http://mn.gov/mdhr/>

TC Metro: 651-539-1095

Toll Free: 800-657-3704

Email: [compliance.mdhr@state.mn.us](mailto:compliance.mdhr@state.mn.us)

TTY: 651-296-1283



Minnesota Department of  
**HUMAN RIGHTS**

## **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:**

A handwritten signature in black ink, appearing to read "Kevin M. Lindsey".

**Kevin M. Lindsey, Commissioner**

**AN EQUAL OPPORTUNITY EMPLOYER**

**Freeman Building • 625 Robert Street North • Saint Paul, Minnesota 55155  
Tel 651.539.1100 • TTY 651.296.1283 • Toll Free 1.800.657.3704 • Fax 651.296.9042 • [www.humanrights.state.mn.us](http://www.humanrights.state.mn.us)**



**DEPARTMENT OF  
ADMINISTRATION**  
STATE PROCUREMENT

**STATE OF MINNESOTA**

Office of State Procurement  
112 Administration Building  
50 Sherburne Avenue  
St. Paul, MN 55155  
Voice: 651.296.2600  
Fax: 651.297.3996



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  
Eligh 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

OSP REC'D MAR 9 '17 AM 8:49



State of Idaho

**CHANGE ORDER - 01****PLEASE DO NOT DUPLICATE THIS ORDER.****Change Order Summary**

**Purchase Order Number:** PADD16200162

**Account Number:** AC-1

**Revision Number:** 01

**Change Order Date:** August 25, 2015

**Service Start Date:** August 13, 2015

**Service End Date:** March 31, 2017

**Payment Method:** Invoice

**Payment Terms:** No Payment Terms specified

**Currency:** USD

**FOB Instruction:** Destination

**Attachment(s):** [PADD16200162.pdf](#) :Signed  
PADD16200162  
[ChangeLog.htm](#) :Purchase Order Change

**Supplier**

Mark Wernet  
MICROSOFT CORPORATION  
411 West Front St  
Ste 400  
Boise, ID 83702  
**Phone:** 503-515-0065  
**Fax:** 503-452-8314  
**Email:** mwernet@microsoft.com

**Buyer Contact**

Shawna West  
Tel:208-332-1602  
Fax: 208-327-7320  
Shawna.West@adm.idaho.gov

**Contract Number:****Bill To Address**

DOP - Prog Mgr  
Dept of Administration  
Division of Purchasing  
650 West State St Rm B-15  
PO Box 83720  
Boise, Idaho 83720  
**Phone:** 208-332-1600  
**Fax:** 208-327-7320  
**Email:** purchasing@adm.idaho.gov  
**Mail Stop:** DOP Program Manager

**Ship To Address**

DOP - Prog Mgr  
Dept of Administration  
Division of Purchasing  
650 West State St Rm B-15  
PO Box 83720  
Boise, Idaho 83720  
**Phone:** 208-332-1600  
**Fax:** 208-327-7320  
**Email:** purchasing@adm.idaho.gov  
**Mail Stop:** DOP Program Manager

**Instructions**

Change Order 1

This administrative change is to attach PADD documents.

Original PADD: 8/13/15-3/31/17 \$1,000,000.00  
Change Order 1: 8/13/15-3/31/17 \$0.00  
Total PADD: \$1,000,000.00

NOTICE OF STATEWIDE CONTRACT (PADD) AWARD

This PADD is for Computer Equipment, Peripherals, and Related Services pursuant to NASPO ValuePoint (Formerly "WSCA" or "WSCA-NASPO") Master Price Agreement, Minnesota Agreement No. MNNVP-133. This PADD is for the benefit of State of Idaho agencies, institutions, and departments; as well as eligible political subdivisions or other "Public Agencies," as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the Ordering Entity will issue individual releases (delivery or purchase orders) against this Master Agreement on an as needed basis for a period of approximately 20 months, commencing August 13, 2015, or on the first day following final executed PADD signatures, whichever is later, and ending March 31, 2017, unless extended, renewed, or terminated earlier (the Master Agreement contains a provision for an option to extend up to 36 months after the initial term expires March 31, 2017).

**PADD Title:** Computer Equipment, Peripherals, and Related Services

**PADD Usage Type:** Mandatory Use

**Public Agency Clause:** Yes

**PADD Administrator:** Shawna West

**Phone Number:** 208-332-1602

**Fax Number:** 208-327-7320

**Email:** shawna.west@adm.idaho.gov

**Contractor's Primary Contact:** Maria Stinson

**Address:** One Microsoft Way, Redmond, WA 98052-7329

**Phone Number:** 425.538.2867

**Email:** marstin@microsoft.com

**CONTRACTOR:** Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING ENTITY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

**QUANTITIES:** The State of Idaho, Division of Purchasing, can only give an approximation of the monthly unit price and will not be held responsible for figures given in this document.

Supplier Part Number	Quantity	Items Back Order	Unit	Unit Price	Total
	20	0	MON	\$50,000.00	\$1,000,000.00
<b>Item Description</b>	#1	Computer Equipment, Peripherals, and Related Services - Bands 2 and 3			
<b>Delivery Date:</b>	August 26, 2015				
<b>Shipping Method:</b>	Delivery				
<b>Shipping Instructions:</b>					
<b>Ship FOB:</b>	Destination				
<b>Attachment(s)</b>					
<b>Special Instructions:</b>					
<b>Sub-Total (USD)</b>					\$1,000,000.00
<b>Estimated Tax (USD)</b>					\$0.00
<b>TOTAL: (USD)</b>					\$1,000,000.00

**Note: If there is a  next to an item's unit price, that indicates that the price has been discounted.**

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**Signature :**

**Signed By :**

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

Master Agreement No: MNWNC-119

Microsoft  
(hereinafter "Contractor")

And

The State of Idaho  
(hereinafter "State")

**PADD 16200162**

1. **Scope:** This Participating Addendum (PADD) covers the Computer Equipment, Peripherals, and Related Services contract issued by the State of Minnesota to Microsoft (Master Agreement No. MNWNC-119), for use by State agencies and other entities located in the State.

Contractor has been awarded Bands in the following categories:

Band 2: Laptop

Band 3: Tablet

Ruggedized equipment will be allowed in Bands 2 and 3.

2. **Participation:** Use of NASPO ValuePoint (formerly "WSCA" or "WSCA-NASPO") cooperative contracts by agencies, political subdivisions and other entities authorized by an individual state's statutes to use state 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 (in Idaho, the Administrator of the Division of Purchasing).

This PADD is for the benefit of State of Idaho agencies, institutions and departments; as well as eligible political subdivisions or other "Public Agencies," as defined by Idaho Code, Section 67-2327. The Public Agency placing an order (Ordering Entity) will issue individual releases (Orders) against this PADD on an as needed basis for the period noted in Section 3. "Public Agency" means any city or political subdivision of the state, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties; cities or any political subdivision created under the laws of the State of Idaho.

**INDIVIDUAL CUSTOMER:** Each Ordering Entity that places an Order under this PADD will be treated as if it is an Individual Customer. Except to the extent modified by this Participating Addendum, each Ordering Entity will be responsible to follow the terms and conditions of the Master Agreement; and will have the same rights and responsibilities for its purchases as the Lead State has in the Master Agreement. Each Ordering Entity will be responsible for its own charges, fees, and liabilities; and will have the same rights to any indemnity or to recover any costs allowed in the Master Agreement for its individual purchases.

3. **Term:** This PADD will be effective July 1, 2015, or upon final executed signatures, whichever is later, through **March 31, 2017**, unless extended, renewed or terminated earlier.

4. **Configuration Dollar Limits:** This PADD is not for the purchase of major hardware. The dollar limits identified below are based on a single computer configuration. This is not a restriction on the purchase of multiple configurations. The following configuration limits apply to this PADD:

ITEM	CONFIGURATION*
Laptops	\$10,000.00
Tablets	\$5,000.00
Peripherals	\$5,000.00
Services	No Limitation

\*Configuration is defined as the combination of hardware and software components that make up the total functioning system. Software purchases are considered a part of the configuration limit of the equipment.

Purchases outside these limits must receive approval from the Administrator.

5. **Restrictions:** This PADD is restricted to purchases of computer hardware manufactured by Contractor. Each Ordering Entity may also purchase Contractor services required for installation, maintenance, and upgrade of the procured hardware. Additionally, each Ordering Entity may purchase Contractor offered peripherals compatible with the procured hardware. Purchases exclusively for software and printers will not be allowed via this PADD. Lease or rentals of equipment will also not be allowed via this PADD.

6. **State Modifications or Additions to Master Agreement:** Notwithstanding any provisions in the Master Agreement to the contrary, the following applies to this PADD:

6.1 **Assignment:** In accordance with Idaho Code 67-5726(1), no contract or order or any interest therein (i.e. this PADD or individual orders placed against this PADD) shall be transferred by the Contractor to whom such contract or order is given to any other party, without the approval in writing of the Administrator. Transfer of a contract without approval shall cause the annulment of the contract so transferred, at the option of the Administrator. All rights of action, however, for any breach of this PADD by the contracting parties are reserved by the Administrator. If Contractor determines that it is necessary, for revenue recognition purposes, to assign this PADD to an Affiliate, the Division of Purchasing will coordinate with Contractor in good faith through the assignment process outlined in Idaho Code. Contractor shall remain jointly and severable responsible and liable for all terms of this PADD and guarantees any Affiliate's performance of the PADD in accordance with the terms, if assigned.

6.2 **Amendments:** Amendments to the Master Agreement (including, but not limited to extensions, renewals, and modifications to the terms, conditions and pricing) will automatically be incorporated in this PADD unless the State elects not to incorporate an amendment by providing written notification to Contractor; which notice must be provided within 10 working days of the date of the amendment to the Master Agreement, in order to be effective. Failure to provide notice in accordance with this Section 6.2 will result in the Master Agreement amendment automatically being incorporated in this PADD.

**6.3 Governing Law:** Notwithstanding any provision to the contrary, the State's PADD and all orders issued under the PADD by Ordering Entities within the State shall be construed in accordance with and governed by the laws of the State. Any action to enforce the provisions of this PADD shall be brought in State district court in Ada County, Boise, Idaho. In the event any term of this PADD is held to be invalid or unenforceable by a court, the remaining terms of this PADD will remain in full force and effect. Except to the extent the provisions of the PADD are clearly inconsistent therewith, the PADD shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUCC).

**6.4 Administrative Fee and Quarterly Usage Report:** The prices to be paid by the Ordering Entities shall be inclusive of a one and one quarter percent (1.25%) Administrative Fee (the State understands and agrees that Contractor will raise the negotiated Price Agreement prices by this amount). This additional percentage represents the Ordering Entity's contract usage administrative fee. On a quarterly basis, Contractor will remit to **State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075** an amount equal to one and one quarter percent (1.25%) of Contractor's net (sales minus credits) quarterly Contract sales.

*For Example: If the total of your net sales to Ordering Entities for one quarter = \$10,000, you would remit  $\$10,000 \times 0.0125 = \$125$  to the Division of Purchasing for that quarter and submit the required quarterly usage report.*

Contractor will furnish detailed usage reports as designated by the Participating State. In ADDITION to any required detailed usage reports, Contractor must also submit a summary quarterly report of purchases made from the Contract utilizing the **PADD SUMMARY USAGE REPORT FORM**. A Summary Usage Report Form must be submitted for each quarter (enter "0" if no purchases were made during a quarter), and must include a breakdown of purchases by Entity Type (i.e. State Agency, Higher Education, K-12, City, County and 'other'), as provided on the Form.

Usage Reports shall include, but are not limited to, the following information:

- Date
- MNWNC-119
- Computer Equipment
- Description of Products sold
- Sector (EDU, SLG, Healthcare)
- Purchaser
- Reporting period/quarter
- Total dollar value of sales (excluding sales taxes and showing any adjustments for credits or refunds)
- Total number of units (if practicable)
- Amount of Contractor's check to State

Reporting Time Line (Fiscal Year Quarters)

Report Due

1<sup>st</sup> Quarter July 1 - Sept 30  
2<sup>nd</sup> Quarter Oct 1 - Dec 31  
3<sup>rd</sup> Quarter Jan 1 - Mar 31  
4<sup>th</sup> Quarter Apr 1 - Jun 30

October 31<sup>st</sup>  
January 31<sup>st</sup>  
April 30<sup>th</sup>  
July 31<sup>st</sup>

E-mail your completed Quarterly Summary Usage Reports to [purchasing@adm.idaho.gov](mailto:purchasing@adm.idaho.gov).

Quarterly Administrative Fees are due no later than sixty (60) calendar days after the end of each Fiscal Year Quarter, as outlined above. Mail your check, in the amount of the Quarterly Administrative Fee, to: **State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075.**

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

Contractor

Name	Maria Stinson
Address	One Microsoft Way, Redmond, WA 98052-7329
Telephone	425 538-2867
Fax	
E-mail	marstin@microsoft.com

State of Idaho

Name	Shawna West
Address	650 W. State St., B-15, P.O. Box 83720, Boise, ID 83720-0075
Telephone	208 332-1602
Fax	208 327-7465
E-mail	<a href="mailto:shawna.west@adm.idaho.gov">shawna.west@adm.idaho.gov</a>

8. Partner Utilization: State authorized Value Added Resellers (VARs) are listed on the State of Idaho website, [http://purchasing.idaho.gov/statewide\\_contracts.html](http://purchasing.idaho.gov/statewide_contracts.html).

9. Applicable Terms: The State agrees to the terms of the Master Agreement only to the extent the terms are not in conflict with State law.

10. Orders: Any Order placed by an Ordering Entity for a Product 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. All orders placed by Ordering Entities within the State must include the Participating State contract number: **PADD 16200162** as well as the Lead State Master Agreement No. **MNWNC-119**.

11. Order of Precedence:

11.1 The State's Participating Addendum ("PADD"); the State's PADD 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;

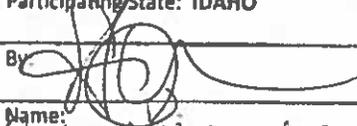
11.2 Minnesota NASPO ValuePoint Master Agreement (includes negotiated Terms & Conditions);

11.3 The Solicitation Including all Addendums; and,

11.4 Contract Vendor's response to the Solicitation.

12. **Entire Agreement:** This PADD and the Master Agreement No. MNWNC-119, together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written. 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 in Section 11, above. Contractor 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 Contractor's response to the Solicitation, or terms listed or referenced on the Contractor's website, in the Contractor's quotation/sales order or in similar documents subsequently provided by the Contractor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

IN WITNESS WHEREOF, the parties execute this Participating Addendum.

Participating State: IDAHO	Contractor: MICROSOFT
By: 	By: 
Name: Stephanie Wildman for Shawna West	Name: Margaret Arakawa
Title: Buyer	Title: GM US M&O Windows & Devices
Date: 8/13/15	Date: 8/7/15