

CLOUD SOLUTIONS 2016-2026

Lead by the State of Utah

SEVENTH AMENDMENT to PARTICIPATING ADDENDUM
NASPO VALUEPOINT
CLOUD SOLUTIONS 2016-2026
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT NO: **AR2472**

Carahsoft Technology Corporation
(Hereinafter "Contractor" or "Carahsoft")

And

State of Rhode Island, Department of Administration, by and through its Division of Purchases,
on behalf of the Rhode Island Division of Enterprise Technology Strategy and Services, Office
of Information Technology

(Hereinafter "Participating Entity").

The following Products and/or Services are included in this contract portfolio:

- *All products and accessories listed on the Contractor page of the NASPO ValuePoint website.*

Master Agreement Terms and Conditions:

1. **Scope:** This Seventh Amendment to Participating Addendum ("Seventh Amendment") covers the Cloud Solutions by the State of Utah for use by the Participating Entity as authorized by the State of Rhode Island's statutes with the prior approval of the State Chief Procurement Official.
2. **Participation:** No other entities except the Participating Entity identified above are authorized to participate.
3. **Access to Cloud Solutions Services Requires State CIO Approval:** Unless otherwise stipulated in the Rhode Island Participating Addendum and/or successive amendments, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Solutions by state executive branch agencies are subject to the authority and prior approval of the State Chief Information Officer's Office. The State Chief Information Officer means the individual designated by the state Governor within the Executive Branch with enterprise-wide responsibilities for leadership and management of information technology resources of a state.
4. **Primary Contacts:** The primary contact individuals for this Seventh Amendment are as follows (or their named successors):



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Contractor

Name:	Bethany Blackwell
Address:	11493 Sunset Hills Rd., Suite 100, Reston, VA 20190
Telephone:	703-230-7435
Fax:	703-871-8505
Email:	NASPO@CarahSoft.com; Bethany.Blackwell@Carahsoft.com

Participating Entity

Name:	Nancy McIntyre, State Purchasing Agent
Address:	State of Rhode Island, Division of Purchases, One Capitol Hill, Second Floor, Providence, RI 02908
Telephone:	401-574-8126
Fax:	401-462-4721
Email:	Nancy.McIntyre@Purchasing.ri.gov

5. Insurance. Contractor shall provide to Participating Entity the Required Insurance. Exhibit 1 - Required Insurance, attached hereto and made a part hereof.

6. Participating Entity Modifications Or Additions To The Master Agreement:
These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

7. Term: The Term of this Seventh Amendment shall begin upon issuance of this Seventh Amendment by the Participating Entity and will end September 15, 2026, unless sooner terminated or expired in accordance with this Seventh Amendment or the Master Agreement.
8. Pricing: The Cloud solutions shall be offered at the all-inclusive rates in Contractor's price list as amended available on the NASPO ValuePoint contractor web after applying, at a minimum, the applicable discounts shown. Contractor may be invited to provide lower pricing than available through the Contractor's price list as a result of competitive bidding between NASPO ValuePoint Cloud contractors, volume discounting or direct negotiation, which price will be reflected in the purchase order or release and supersede the Contractor's price list.

Expenses for travel shall not be reimbursed unless specifically permitted under the duties of the Contractor. Any travel must be approved in advance in writing by the Participating Entity.

9. Order of Precedence: The Contractor and the Participating Entity agree that unless stated herein the provisions of the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment and the Seventh Amendment have precedence over conflicting terms in the Master Agreement. In the event that any provisions of this Seventh Amendment are contrary to Rhode Island law, such provision shall be null and void.

The documents below in the following descending order of precedence with item 8(a)

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having the highest order of precedence constitutes the entire agreement between the Contractor and the Participating Entity. Items 8 (a) and (c) -(f) are incorporated herein by reference.

- a) R.I. Gen. Laws § 37-2-1, *et seq.*, State Procurement Regulations and the General Conditions of Purchase 220-RICR-30-00-1, *et seq.*;
- b) The First Amendment, the Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment and Seventh Amendment
- c) Applicable SOW Documents, licensing agreements, service level agreements and other service terms agreed upon in writing and signed by the Contractor and Participating Entity;
- d) Master Agreement No. AR2472;
- e) NASPO ValuePoint Solicitation CH16012 for Cloud Solutions 2016-2026;
- f) Contractor's response to the NASPO ValuePoint Solicitation;

The terms of the First Amendment, the Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment and Seventh Amendment and the Master Agreement shall be read as cumulative and complimentary to the extent possible.

Participating Entity shall not be deemed to have agreed to any document in Attachment E to the Master Agreement until a Participating Entity's order for particular product and/or service, any licensing, software subscription terms, terms of service or similar document incorporated into Attachment E of the Master Agreement that governs the product and/or service is agreed to by the Participating Entity only to the extent not in conflict with the Master Agreement, this Seventh Amendment, or other written agreements between the Contractor and the Participating Entity. Any agreement made in writing between the Participating Entity and the Contractor or between the Participating Entity and the applicable service provider as an alternative or addendum to a document in Attachment E shall prevail over Attachment E. Such alternative agreements shall be incorporated into this Participating Addendum.

10. Subcontractors: All Contractor's dealers, and resellers authorized 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 NASPO ValuePoint Master Agreement. The Contractor's dealer and reseller participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement subject to the terms and conditions in this Seventh Amendment.
11. Contractor's Performance and Warranties: Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if the work, products or services are furnished or performed by Subcontractors. Contractor shall insure that all manufacturer's or software publisher's warranties are transferred to the Participating Entity and shall provide a copy of such warranty. These warranties shall be in addition to all other warranties, express, implied or statutory.
12. Orders: Any order placed by a Participating Entity for a product and/or service available from this Seventh Amendment shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement subject to the terms and conditions in this Seventh Amendment unless the parties to the order agree in writing that

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another contract or agreement applies to such order. Any Order placed by the Participating Entity under this Seventh Amendment may have a term specific to that Order.

13. Reports and Fees:

a) Fees: Both Parties agree:

- **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 revenue 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 Orders issued relative to State MPA contracts. Therefore, effective January 1, 2020, all MPA contracts shall be assessed the 1% contract administrative fee." Accordingly, Contractor agrees to provide a quarterly administrative fee to the State in the form of a Check. The fee will be payable to the "State of Rhode Island Division of Purchases" and will be sent to State of Rhode Island, Division of Purchases, ATTN: MPA Administrative Fee Coordinator, One Capitol Hill, Second Floor, Providence, RI 02908. The administrative fee will be 1% (one percent) and will apply to all purchases (net of any returns, credits, or adjustments) made under this Contract.
- **Enterprise IT Fee:** Contractor agrees to provide a quarterly Enterprise IT Fee (on all future invoices paid) to State in the form of a Check. The fee will be payable to the "State of Rhode Island – ETSS " and will be sent to State of Rhode Island, ETSS – Finance 4th Floor, One Capitol Hill, Fourth Floor, Providence, RI 02908. The Enterprise IT Fee will be 1% (one percent) and will apply to all purchases (net of any returns, or adjustments) made under this Contract.

- b) Quarterly Reports: Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the quantities and dollar volume of purchases by each agency and political subdivision. The quarterly report will be provided in secure electronic format and/or submitted electronically to the Rhode Island reports email address: gail.walsh@purchasing.ri.gov & ramesh.madhavan@doit.ri.gov
- c) Report Schedule: Quarterly utilization reports and check payments shall be made in accordance with the following schedule:

Period End	Report Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31




14. Seventh Amendment. Except as expressly amended by this Seventh Amendment, all other terms and conditions contained in the Participating Addendum between the Participating Entity and Contractor dated March 25, 2019 are hereby ratified and remain in full force and effect.

15. Entire Agreement: The terms of the First Amendment, the Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, and the Sixth Amendment and the Master Agreement (including all amendments and attachments thereto) constitute the entire agreement between the parties concerning the subject matter of this Seventh Amendment and replaces any oral or written communications between the parties, all of which are excluded. Terms and conditions inconsistent, contrary or in addition to the terms of this Seventh Amendment and the Master Agreement, shall not be added to incorporated into this Seventh Amendment or the Master Agreement by any subsequent quotation, purchase order or release or otherwise, and any such attempts to add or incorporate such terms are hereby rejected. The terms and conditions of this Seventh Amendment and the Master Agreement shall prevail and govern in case of any inconsistent terms.

16. Amendment: The Seventh Amendment may be modified only by a written document executed by the parties hereto.

17. Counterparts and Execution: The Seventh Amendment may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Execution may be affected by delivery of .pdf sent via electronic mail of signature pages.

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

Participating Entity: State of Rhode Island	Contractor: Carahsoft Technology Corp.
Signature: Amanda M. Rivers <small>Digitally signed by Amanda M. Rivers Date: 2023.06.27 08:16:51 -04'00'</small>	Signature: 
Name: Amanda Rivers	Name: Colby Bender
Title: Deputy Purchasing Agent	Title: Contracts Team Lead
Date: June 27, 2023	Date: June 26, 2023

NASPO ValuePoint
PARTICIPATING ADDENDUM



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For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Shannon Berry
Telephone:	775-720-3404
Email:	sberry@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.*