

**PARTICIPATING ADDENDUM
BETWEEN THE STATE OF SOUTH DAKOTA AND MICROSOFT INC**

**MINNESOTA, SOUTH DAKOTA
COOPERATIVE PROCUREMENT**

MICROSOFT SURFACE ACCESSORIES AND HARDWARE

CONTRACT # 57647

1. Scope: Eligible participants in this agreement include all agencies, institutions, officers, boards, commissions and public universities of the State of South Dakota, and all political subdivisions of the State, including counties, municipalities and public school corporations within the State of South Dakota.

South Dakota state agencies, institutions, and universities may make direct purchases from this price agreement.

All political subdivisions of the State, including counties, municipalities and public school corporations may purchase from this price agreement according to their own procurement guidelines.

2. Changes:

- 2.1. Assignment of Anti-trust Claims: The contractor hereby agrees to convey, assign and transfer to the State of South Dakota all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States, 15 U.S.C.A. §1, et seq. (1973), and under the antitrust laws of the State of South Dakota, SDCL 37-1, and amendments thereto, relating to the particular goods, services and materials purchased by the State of South Dakota in connection with this contract.

- 2.2. Governing Law: The laws of the State of South Dakota will govern all purchases made by South Dakota state agencies and institutions from the contract.

- 2.3. Jurisdiction and Venue: Venue for any claim, dispute or action resulting from the State of South Dakota's participation in this contract shall be Circuit Court, Sixth Judicial Circuit, Hughes County, Pierre, South Dakota.

- 2.4. Usage Report: Contract Vendors are required to furnish usage data to the State of South Dakota related to South Dakota's purchases from the contract. Unless otherwise specified in the Special Terms and Conditions, a report on Contract usage must consist of the total dollars expended by the State and other entities.

3. Lease Agreements: NA

4. Primary Contact: The primary government contact individual for this participating addendum is as follows:

Chuck Clark, Purchasing Specialist
South Dakota Office of Procurement Management
523 East Capitol Avenue
Pierre, SD 57501-3182
(605) 773-4276
(605) 773-4840
Chuck.clark@state.sd.us

5. Main Contract / Send Purchase Orders:

MICROSOFT STORE @ MALL OF AMERICA
162 South Avenue
Bloomington, MN 55425

CONTACT: Michael Meirovitz
PHONE: 952-487-7372
TOLL FREE: 877-696-7786
EMAIL: michmei@microsoft.com

ADDRESS POs / REMIT
TO: Microsoft Corporation
PO Box 847255
Dallas TX 75284-7255
Vendor Number 12123884 10

6. Price Agreement Number: All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include contract number: **57647**
7. A complete signed copy of this document is available at the South Dakota Office of Procurement Management.

AMENDMENT NO. 2 TO CONTRACT NO. 57647, RELEASE NO. C-1084(5)

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

WHEREAS, the State has a Contract with the Contract Vendor identified as Contract 57647, February 21, 2013, to December 31, 2014 ("Contract"), to provide Computers: Microsoft Surface, Accessories, Hardware; 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. The Contract is amended to **ADD** pricing for Surface Pro 3 devices, related warranties & accessories as detailed in Amendment No. 2- Exhibit A.
2. The Contract is amended to **DELETE** Surface 1st Generation and Surface Pro 2 devices, related warranties & accessories and **REPLACE** with Surface 2 (w/ Windows RT 8.1) products, descriptions, and pricing as detailed in Amendment No. 2- Exhibit A.

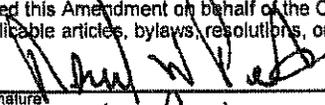
This Amendment is effective beginning June 23, 2014, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect until December 31, 2014, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the original 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.

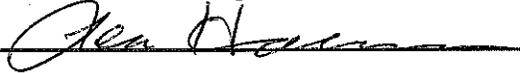
1. MICROSOFT, INC.

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.

By: 
Signature
Printed Name: David Porter
Title: CVP Retail Stores
Date: 6-25-14
By: _____
Signature
Printed Name: _____
Title: _____
Date: _____

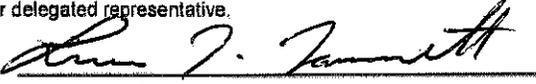
2. MATERIALS MANAGEMENT DIVISION

In accordance with Minn. Stat. § 16C.03, subd. 3.

By: 
Title: Acquisition Management Specialist
Date: 6/26/14

3. COMMISSIONER OF ADMINISTRATION

Or delegated representative.

By: 
Date: 6/26/2014



AMENDMENT NO. 1 TO CONTRACT NO. 57647, RELEASE NO. C-1084(5)

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

WHEREAS, the State has a Contract with the Contract Vendor identified as Contract 57647, February 21, 2013, to December 31, 2014 ("Contract"), to provide Computers: Microsoft Surface, Accessories, Hardware; 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. The Contract is amended to ADD pricing for 2nd General Surface and related warranties and accessories as detailed in Amendment No. 2- Exhibit A.
2. The Contract is amended to lower 1st Generation Surface pricing as detailed in Amendment No. 2- Exhibit A.
3. The Contract is amended to DELETE Accessories and related pricing associated with 1st Generation Surface product as items are no longer available.
4. The Contract is amended to DELETE the existing quantity discount program detailed in the Contract Award document and REPLACE it with the quantity discount program detailed herein per Amendment N 2-Exhibit A. *DM 2/14/14 JG 2/18/14*
5. The Contract is amended to ADD the following regarding rebates applicable to past purchases of eligible entities.

If an eligible entity purchased a Surface 2 device from October 22, 2013, to date of Amendment No. 1 execution- Microsoft will make reasonable effort to rebate back the amount based on difference in the Contract price and sale price. This process requires written approval of the ordering entity and sale will be deemed a Contract purchase and be subject to the terms of this Contract.

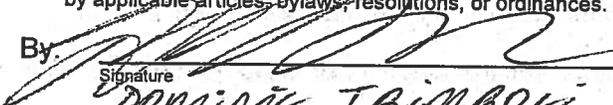
This Amendment is effective beginning January 1, 2014, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect until December 31, 2014, or until the Contract is canceled whichever occurs first.

Except as herein amended, the provisions of the original 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

1. MICROSOFT, INC.

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.

By: 
Signature
Printed Name: DOMINIC TRIMBOVI

Title: DIR. BUSINESS SAVES OPS.

Date: 2/3/14

By: 
Signature
Printed Name: Jill Goffe

Title: BUSINESS DESK Support

Date: 2/3/14

2. MATERIALS MANAGEMENT DIVISION

In accordance with Minn. Stat. § 16C.03, subd. 3.

By: _____

Title: Acquisition Management Specialist

Date: _____

3. COMMISSIONER OF ADMINISTRATION

Or delegated representative.

By: _____

Date: _____

State Of Minnesota – Affirmative Action Certification

If your response to this solicitation is or could be in excess of \$100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification

BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.

Your response will be rejected unless your business:

- has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)
- or–
- has submitted an affirmative action plan to the MDHR, which the Department received prior to the date the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- We have a current Certificate of Compliance issued by the MDHR. Proceed to **BOX C**. Include a copy of your certificate with your response.
- We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____ (date). Proceed to **BOX C**.
- We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. We acknowledge that our response will be rejected. Proceed to **BOX C**. Contact the Minnesota Department of Human Rights for assistance. (See below for contact information.)

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – For those companies not described in BOX A

Check below.

- We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. Proceed to **BOX C**.

BOX C – For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: MICROSOFT CORPORATION Date: 2/3/14

Authorized Signature: _____

Telephone number: 425-722-3896

Printed Name: DOMINIC TRIMBONI

Title: DIR - BUS SALES OPS

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance & Community Relations

Mail: The Freeman Building 625 Robert Street North,
Saint Paul, MN 55155

TC Metro: (651) 296-5663

Toll Free: 800-657-3704

Web: www.humanrights.state.mn.us

Fax: (651) 296-9042

TTY: (651) 296-1283

Email: compliance.mdhr@state.mn.us

MS TABLET COMPUTER SYSTEMS			8 APRIL 2016		
SKU	Supplier Name	Short Description	Long Description	UOM	Cost
Q4Q-00001	MICROSOFT CORP	AC Adapter, 65W, Replacement Unit, Q4Q-00001, Contract 57647	AC Adapter, 65W, Replacement Unit, Q4Q-00001, for Surface Pro 3 Tablet	EA	63.99
W9S-00001	MICROSOFT CORP	AC Adapter, 48W, Replacement Unit, W9S-00001, Contract 57647	AC Adapter, 48W, Replacement Unit, W9S-00001, For Surface Pro and Pro 2 Tablets	EA	63.99
3U4-00001	MICROSOFT CORP	CAT5 Adapter, 3U4-00001, Contract 57647	CAT5 Adapter, 3U4-00001, For Surface Pro, Pro 2, and Pro 3 Tablets	EA	31.99
F6U-00001	MICROSOFT CORP	HDMI Adapter, F6U-00001, Contract 57647	HDMI Adapter, F6U-00001, For Surface Pro, Pro 2, and Pro 3 Tablets	EA	31.99
3UY-00001	MICROSOFT CORP	Pen Device, Replacement Unit, 3UY-00001, Contract 57647	Pen Device, Replacement Unit, 3UY-00001, For Surface Pro 3 Tablet	EA	39.99
5D7-00001	MICROSOFT CORP	Pen Loop, Replacement Unit, 5D7-00001, Contract 57647	Pen Loop, Replacement Unit, 5D7-00001, For Surface Pro 3, Tablet	EA	3.99
AS5-00001	MICROSOFT CORP	Screen Protector, Microsoft, AS5-00001, Contract 57647	Screen Protector, Microsoft, AS5-00001, For Surface Pro 3 Tablet	EA	39.99
F7U-00015	MICROSOFT CORP	VGA Adapter, Microsoft, F7U-00015, Contract 57647	VGA Adapter, Microsoft, F7U-00015, For Surface Pro, Pro 2, and Pro 3 Tablets	EA	31.99