

**PARTICIPATING ADDENDUM**

[hereinafter "Addendum"]

**For**

**WSCA/NASPO PC Contracts 2009-2014**

**COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES**

**MASTER PRICE AGREEMENT NUMBER B27164**

Between

Hewlett Packard Company

[hereinafter "Contractor"]

and

State of Oklahoma

[hereinafter "Participating State"]

(Participating State/Entity Contract Number)

Page 1 of 10

**1. Scope**

This Addendum covers the WSCA/NASPO PC Contracts 2009-2014 (Computer Equipment, Peripherals and Related Services) lead by the State of Minnesota for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts. For Oklahoma this includes all governmental entities within the State of Oklahoma, – State Agencies, Boards, Commissions, Authorities, Oklahoma Counties, Cities, Schools, Hospitals, Regents of Higher Education, Colleges, Universities, Municipalities, and political subdivisions.

During the term of this contract, any state department, board, commission, agency or institution may utilize this contract. The Oklahoma statutes state that counties, school districts and municipalities of Oklahoma may avail themselves of the contract subject to the approval of the contractor. For purposes of the operation of this contract, counties, school districts and municipalities shall have the same benefits and responsibilities as a state agency. Under this contract, the State of Oklahoma bears no liability for the actions of counties, school districts and municipalities and the privities of contract exists solely between the contractor and the county, school board or municipality. .

Notwithstanding this blanket approval for eligible users, state agencies governed by the State of Oklahoma Central Purchasing Act must purchase desktop, laptop, and tablets personal computers via the Statewide Contract identified as SW207 unless an exemption has been approved by the Oklahoma Office of State Finance.

**2. Participation**

Use of specific WSCA/NASPO cooperative contract by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Purchasing Director

**PARTICIPATING ADDENDUM**

[hereinafter "Addendum"]

**For**

**WSCA/NASPO PC Contracts 2009-2014**

**COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES**

**MASTER PRICE AGREEMENT NUMBER B27164**

Between

Hewlett Packard Company

[hereinafter "Contractor"]

and

State of Oklahoma

[hereinafter "Participating State"]

(Participating State/Entity Contract Number)

Page 2 of 10

A. The State of Oklahoma will participate in only the following product bands:

- Band 1 – Servers
- Band 2 – Workstations
- Band 3 - Printers
- Band 4 – Storage Solutions
- Band 7 Monitors
- Operating Systems

The above specifically eliminates Band 5 – PDA's, Band 6 – Instructional Packages, and Local Area Networks.

B. The State of Oklahoma imposes the following configurations limits:

- Individual units (standalone) \$100,000 each and configurations for servers and storage (SANS, etc.) should not exceed \$300,000 each.
- Desktop per unit/configuration costs should not exceed \$10,000.
- Printer per unit/configuration costs should not exceed \$10,000.

**3. Changes:**

The State of Oklahoma and Contractor have mutually agreed to the following additions, deletion and modifications to the Master Price Agreement annotated as Number B27164.

- a. Addition to Term #6. B, Payment of Invoice: Create paragraph 4, to read, "The Procuring Agency shall make a good faith effort to tender payment to the Contractor within thirty (30) days of the date of receipt of proper invoice. After the forty-fifth (45) day from the proper invoice receipt, the Contract is eligible to receive interest on the unpaid balance due per State of Oklahoma Statutes. The interest rate due is set by Oklahoma State Treasurer's office each year. The contractor is responsible for claiming the interest penalty."

**PARTICIPATING ADDENDUM**

[hereinafter "Addendum"]

**For**

**WSCA/NASPO PC Contracts 2009-2014**

**COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES**

**MASTER PRICE AGREEMENT NUMBER B27164**

Between

Hewlett Packard Company

[hereinafter "Contractor"]

and

State of Oklahoma

[hereinafter "Participating State"]

(Participating State/Entity Contract Number)

Page 3 of 10

- b. Modification to Term #6, D, Invoices: Modify the second sentence to read, "Contractor shall provide a commercial invoice with the appropriate purchase order number referenced on the invoice."
- c. C. Modification to Term #11, B. Warranties: Add the following as the second sentence, "Approved modified warranties will pertain only to those products and/or services purchased after the notification. Warranties of products purchased prior to the modification will not change."
- d. Delete Term # 19 Force Majeure.
- e. Addition to Term #20, Records and Audits: Add the following paragraph to the end of term, "Contractor agrees to maintain detailed records pertaining to the price of services rendered and products delivered to the State of Oklahoma procuring entities for a period of three years from the completion and/or termination of the contract. If audit, litigation, or other action involving such records are started before the end of the three year period, the records will be maintained until all issues arising out of the action, are resolved or until the end of the three year retention period, whichever is later."
- f. Addition to Term #25, Amendments: Add the following paragraph to this section "No Oral Statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Participating Addendum. All modifications to the agreement must be made in writing and signed by both parties, of which the authorized representative for the State of Oklahoma is the Central Purchasing Contracting Officer as identified as Primary Contact in Section 3 of this addendum."
- g. Addition to Term #24, Limitation of Liability: Add the following sentence to the end of the existing paragraph, "To the extent any limitation of liability contained herein is construed by a court of competent jurisdiction (including any and all courts of appellate review) to be limitation of liability in violation of Oklahoma law, such limitation of liability that is deemed to be a violation shall be void."
- h. Addition to Term #44, B. Participating Entity Reports and Fees: Add paragraph 4 to this Section as follows. "The State of Oklahoma will utilize the reporting

**PARTICIPATING ADDENDUM**

[hereinafter "Addendum"]

For

**WSCA/NASPO PC Contracts 2009-2014**

**COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES**

**MASTER PRICE AGREEMENT NUMBER B27164**

Between

Hewlett Packard Company

[hereinafter "Contractor"]

and

State of Oklahoma

[hereinafter "Participating State"]

(Participating State/Entity Contract Number)

Page 4 of 10

developed by and available from the lead State for their periodic standard reporting needs. However, the Contractor agrees to provide additional reports if requested to State in a format and frequency as mutually agreed by both parties. The Contractor shall submit a check payable to DCS Central purchasing for an amount equal to one-half of a percent (0.005) of the net sales for the period. Fee remittance will follow the same period and due dates in the MPA Term #44, A., 2.."

- i. Addition to Term #56, Value Added Services: Add the following paragraph to this terms as follows, "If additional value added service pricing is not listed on the PSS, the entities may not participate in the service. Pricing that is listed, as "TBD," "Contact sales representative" or any other nomenclature that is not an actual price is not viable and will not be included within the scope of this addendum. Furthermore, all purchasing entities obtaining value added services must follow the purchasing guidelines as established for their jurisdiction and/or addressed in the State of Oklahoma Contract Award notice for the contract resulting from this addendum."

**5. Lease Agreements**

Leasing provisions have not been approved by the State of Oklahoma by procuring agencies within this jurisdiction. The State of Oklahoma reserves the right to open the possibility of adding the leasing provision at a later date. Political subdivisions or educational entities that have the authority may finance their purchase. If financing is through a lease agreement, that agreement is separate from this agreement and between the Contractor and the purchasing entity.

**6. Primary Contacts**

The primary government contact individuals for this Addendum are as follows (or their named successors):

**PARTICIPATING ADDENDUM**

[hereinafter "Addendum"]

For

**WSCA/NASPO PC Contracts 2009-2014**

**COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES**

**MASTER PRICE AGREEMENT NUMBER B27164**

Between

Hewlett Packard Company

[hereinafter "Contractor"]

and

State of Oklahoma

[hereinafter "Participating State"]

(Participating State/Entity Contract Number)

Page 5 of 10

Lead State

Name: Bernadette Kopischke  
Address: 112 Admin Bldg, St Paul, MN 55155  
Telephone: (651) 201-2450  
Fax: (651) 297-3996  
E-mail: [bernie.kopischke@state.mn.us](mailto:bernie.kopischke@state.mn.us)

Contractor

Name: Debra Lee  
Address: 442 Swan Blvd., Deerfield, IL 60015  
Telephone: 847.537.0344  
Fax: 281.927.5213  
E-mail: [debra.lee@hp.com](mailto:debra.lee@hp.com)

Participating State

Name: Gary Rowland  
Address: 2401 N. Lincoln, Ste 116, Oklahoma City, OK 73105  
Telephone: 405-521-2131  
Fax: 405-522-1078  
E-mail: [gary\\_rowland@dcs.state.ok.us](mailto:gary_rowland@dcs.state.ok.us)

**7. Servicing Subcontractors:**

Only those HP Authorized subcontractors and/or resellers and service providers attached hereto or as listed on the HP/State website at [www.hp.com/buy/wscaiii](http://www.hp.com/buy/wscaiii) are eligible to support the Price Agreement. The listed HP Authorized subcontractors and/or reseller agents and service providers are those providers included in HP's Partner One Reseller and/or Reseller Agent Program, and as approved by the Participating Entity and HP.

Orders and payments are to be handled by HP directly unless otherwise mutually agreed by HP and the Participating Entity as specified in this section of the Participating Addendum.

**PARTICIPATING ADDENDUM**

[hereinafter "Addendum"]

For

**WSCA/NASPO PC Contracts 2009-2014**

**COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES**

**MASTER PRICE AGREEMENT NUMBER B27164**

Between

Hewlett Packard Company

[hereinafter "Contractor"]

and

State of Oklahoma

[hereinafter "Participating State"]

(Participating State/Entity Contract Number)

Page 6 of 10

**All purchase orders issued by state agencies governed by the State of Oklahoma Central Purchasing Act must include the Participating State contract number: [not yet assigned, insert appropriate number]; other purchasing entities with the jurisdiction of this Addendum may reference either the Participating State contract number, and/or the Master Price Agreement Number: B27164**

**8. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"):** If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements that are legally required of providers of goods and related services. Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide any required report to the ordering entity as required by law. The Contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

**9. Electronic and Information Technology Accessibility**

Pursuant to Title 74, Section 85.7d and OAC 580:15-6-22 electronic and information technology procurements, solicitations, agreements, and contracts shall comply with applicable Oklahoma Information Technology Accessibility Standards issued by the Oklahoma Office of State Finance.

EIT Standards may be found at [www.ok.gov/DCS/Central\\_Purchasing/index.html](http://www.ok.gov/DCS/Central_Purchasing/index.html) or [http://www.ok.gov/OSF/documents/isd\\_itas.doc](http://www.ok.gov/OSF/documents/isd_itas.doc).

1) For Information Technology or Communications Products, Systems and Applications not requiring development and/or customization. The Contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system or application by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document upon request

**PARTICIPATING ADDENDUM**

[hereinafter "Addendum"]

For

**WSCA/NASPO PC Contracts 2009-2014**

**COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES**

**MASTER PRICE AGREEMENT NUMBER B27164**

Between

Hewlett Packard Company

[hereinafter "Contractor"]

and

State of Oklahoma

[hereinafter "Participating State"]

(Participating State/Entity Contract Number)

Page 7 of 10

The Contractor shall indemnify and hold harmless the State of Oklahoma and any Oklahoma Government entity purchasing the products, systems, or applications not requiring development and/or customized by the Contractor from any claim arising out of the Contractor's failure to comply with applicable Oklahoma Information Technology Accessibility Standards subsequent to providing certification of compliance to such Standards.

2) For Information Technology or Communications Products, Systems or Applications requiring development and/or customization. The Contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system, or application developed and/or customized by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request. Additional requirements and documentation may be required and compliance will be necessary on the Contractor's part. Such requirements will be stated in documents such as State Bids, Request for Proposals, Contracts, Agreements, Purchase Orders, and Amendments.

The Contractor shall indemnify and hold harmless the State of Oklahoma and any Oklahoma Government entity purchasing the products, systems, or applications from the Contractor, from any claim arising out of the Contractor's failure to comply with applicable Oklahoma Information Technology Accessibility Standards subsequent to providing certification of compliance to such Standards. However, the Contractor shall no longer have an obligation to indemnify the State for liability resulting from products, systems or applications developed and/or customized that are not in compliance with applicable Oklahoma Information Technology Accessibility Standards ("Standards") after the State has tested and confirmed that the product, system or application meets the accessibility requirements in the Standards.

**10. Voluntary Product Accessibility Product (VPAT) Requirements**

Participating agencies to print a product VPAT by entering the product description or part number, obtained from the State of Oklahoma contractor's website, at <http://vausnzpro.austin.hp.com/508Accessibility/>. HP Product Accessibility information

**PARTICIPATING ADDENDUM**

[hereinafter "Addendum"]

For

**WSCA/NASPO PC Contracts 2009-2014  
COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES  
MASTER PRICE AGREEMENT NUMBER B27164**

Between

Hewlett Packard Company

[hereinafter "Contractor"]

and

State of Oklahoma

[hereinafter "Participating State"]

(Participating State/Entity Contract Number)

Page 8 of 10

is available at [http://www.hp.com/hpinfo/abouthp/accessibility/check\\_product.html](http://www.hp.com/hpinfo/abouthp/accessibility/check_product.html), or upon request, so that the purchasing entity can assure products conform with applicable standards

**11. Shrink-Wrapped Software**

Except as set forth in Exhibit D of the WSCA MPA, in the event that provider specifies additional terms and conditions or clauses that conflict with this contract in an electronic license agreement notice, the additional terms and conditions or conflicting clauses will not be binding on the State of Oklahoma, and the provisions of this contract will prevail.

**12. Ordering**

Any services to be furnished under this contract to state agencies shall be ordered by the issuance of written purchase orders by the state agencies. There is no limit on the number that may be issued. Delivery to multiple destinations may be required. All orders are subject to the terms and conditions of this contract. Any purchase order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.

**13. Orders and Payment**

All orders and payment are to be issued directly to Hewlett Packard Co.

**14. State of Oklahoma WSCA Website**

The contractor will maintain a specific State of Oklahoma website at [www.hp.com/buy/oklahoma](http://www.hp.com/buy/oklahoma). The website must contain a least the following:

- a) Presents only the products and services allowed in this agreement.
- b) Contract name and number
- c) A listing of the contact personnel of the awarded vendor and the pertinent contact numbers

**PARTICIPATING ADDENDUM**

[hereinafter "Addendum"]

For

**WSCA/NASPO PC Contracts 2009-2014**

**COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES**

**MASTER PRICE AGREEMENT NUMBER B27164**

Between

Hewlett Packard Company

[hereinafter "Contractor"]

and

State of Oklahoma

[hereinafter "Participating State"]

(Participating State/Entity Contract Number)

Page 9 of 10

- d) "Who to Contact " for questions on how to use the website
- e) Online process to allow agency personnel to configure, and print hardware/software configurations
- f) Online process for placing agency hardware configuration orders
- g) Defined manual process for placing agency hardware configuration orders
- h) A general category grouping of products available for ease in researching systems.
  - A general category grouping of products is available based on the WSCA approved website functionality and bands in the HP/State website at [www.hp.com/buy/Oklahoma](http://www.hp.com/buy/Oklahoma). The web page should calculate the price based upon HP's approved MPA PSS contract pricing.
- i) Website availability should be at least ninety-nine (99%) percent of the time during the hours of 7:00am through 7:00pm Central Time, Monday through Saturday.

This Addendum and the Master Price Agreement 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, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

**PARTICIPATING ADDENDUM**

[hereinafter "Addendum"]

**For**

**WSCA/NASPO PC Contracts 2009-2014  
COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES  
MASTER PRICE AGREEMENT NUMBER B27164**

Between

Hewlett Packard Company  
[hereinafter "Contractor"]

and

State of Oklahoma  
[hereinafter "Participating State"]

(Participating State/Entity Contract Number)

Page 10 of 10

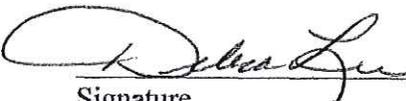
IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by Contractor below.

**Signatures as required by State Statutes, Rules or Policies**

**State of Oklahoma**

**Hewlett-Packard Company**

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

Scott Schlottbauer  
\_\_\_\_\_  
Printed Name

Debra Lee  
\_\_\_\_\_  
Printed Name

State purchasing Director  
\_\_\_\_\_  
Title

Contract Program Mgr.  
\_\_\_\_\_  
Title

9-9-09  
\_\_\_\_\_  
Date

9.3-09  
\_\_\_\_\_  
Date