

PARTICIPATING ADDENDUM (PA) AMENDMENT 1

[hereinafter "Amendment"]

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

the State of South Dakota

[hereinafter "Participating State"]

(Participating State Contract Number 15704)

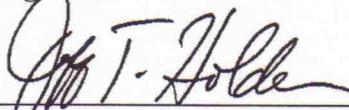
To clarify the PA, the above referenced contract is hereby amended as follows:
Section 7, Servicing Subcontractors, paragraph 2 is replaced in its entirety with the following:

Orders and invoicing for Products in Band 1 (Servers), Band 3 (Printers), Band 4 (Storage) and "Other Software" must be processed by HP. Only HP-authorized resellers listed in this PA by subsequent amendment hereto, added on the basis that they have expressly agreed to the terms and conditions of the State of South Dakota PA, are authorized to accept orders and invoice for Products in these Bands.

All other terms and conditions remain unchanged.

This Amendment Approved and Agreed to by the signatures of the parties to the contact as shown:

**South Dakota Office of Procurement
Management**



Signature

Jeff T. Holden

Print or Type Name

Director

Title

10/28/09

Date

Hewlett-Packard Company



Signature

Chris Backes

Print or Type Name

CONTRACT NEGOTIATOR

Title

10/28/09

Date

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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.

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.

All purchases made from this price agreement by agencies, institutions, public universities, officers, boards or commissions of the State of South Dakota must be routed through the Office of Procurement Management or as directed by the Bureau of Administration. A purchase order issued by the Office of Procurement Management will authorize the purchase.

Political subdivisions of the State of South Dakota may purchase directly from the Contractor according to their own procurement procedures.

The Contractor may, at the Contractor's discretion, extend pricing from this agreement to Indian tribal governments and non-profit organizations in South Dakota. Any sales made to Indian tribes and non-profit organizations from this agreement shall be included in any required reports and shall be subject to the WSCA administrative fee.

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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 Chief Procurement Official.

3. Changes:

A. General

1. MPA Section 44. Reporting and Fees, paragraph B.2. Participating Entity Reports and Fees:

Replace paragraph 2 in its entirety with the following:

The State agrees to receive the utilization report from WSCA/NASPO reflecting net sales to the Participating Entity during the associated fee period. The State may request additional reports as mutually agreed by the Contractor.

B. Band 2 – Workstation and Band 7 - Monitors

This Section 3.B applies only to Band 2 and Band 7 product purchases under this Addendum.

1. The Participating State agrees in return for the additional considerations provided by HP herein, it will through this Addendum make HP's entire Band 2 and Band 7 product portfolio available to Judicial, K-12, Board of Regents and political subdivisions within the State of South Dakota; and, the Participating State will establish a subset of Band 2 and Band 7 products for use in Constitutional Offices, Executive Branch Agencies, and Legislative Offices in the State of South Dakota.

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2. Contractor will provide quarterly reports of Band 2 summary and summary data, in secure electronic format and/or submitted electronically to the State contact listed in this Addendum. Summary information includes quantity, description, and total amount for Band 2 for Higher Education, K-12, Local Government, and State Department, and applicable summary data.

3. South Dakota Specific Terms and Conditions applicable to Band 2 and Band 7 Products only.

TERMINATION: Anything in the Master Price Agreement or the Addendum to the contrary notwithstanding, if HP fails to deliver Product(s) within 20 business days or other time period agreed to by the Parties and memorialized in a Purchase Order accepted by HP in writing, the Purchasing Entity may cancel the Purchase Order and/or the State may terminate the Participating Addendum upon five business days' written notice to HP, which notice shall be sent via email and overnight courier and which shall be deemed received when sent. In the event of any such termination and/or cancellation, the Purchasing Entity shall have no liability for work in progress or Product in transit but not delivered as of the date the cancellation or termination becomes effective. This termination provision shall only apply to Purchase Orders that, at a minimum, are for Band 2 and Band 7 Product quantities of at least 10 units and where the Purchasing Entity has given written notification of the critical Purchase Order(s) to the HP Contract Program Manager named below upon its' issuance of the Purchase Order(s).

WARRANTY SUPPORT: If, within the term of its warranty, a Product does not operate to the manufacturer's product specifications, HP shall correct the problem in accordance with the manufacturer's warranty provided with the product. In the event the problem cannot be corrected within ten (10) business days, the using agency may demand a replacement item be delivered within three (3) business days of the demand, and HP shall replace the item with a new item of equal or superior quality to the using agency. An agency demanding correction of a problem must notify the State of South Dakota Purchasing Administrator and Bureau of Information

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Telecommunications ("BIT") of the same. HP is responsible for all shipping charges on items returned by the State.

TERMINATION FOR CAUSE: The State may terminate this Addendum after providing HP a thirty (30) day written notice to cure if one of the following events occurs:

- if at any given time during the warranty period, more than five percent (5%) of the Products purchased pursuant to this Addendum are in need of warranty repair for the same manufacturing defect at that point in time; or
- if more than ten percent 10% of the total Products purchased pursuant to this Addendum require warranty repairs for the same manufacturing defect within any given twelve (12) month period; or
- if new Products purchased have not been delivered within the timeframe allowed in the Master Price Agreement without previous written notice.

SERVICE REQUIREMENTS:

1. The following service areas address general service terms that may apply to either self-maintainer type accounts or standard HP warranty accounts:

- Replacement part delivery is next business day as a standard HP support offering. This and all support offerings may be upgraded through the purchase and activation of various HP Care Pack Services.
- Replacement parts/products shall be new or serviceably used, and are warranted for the remainder of the original warranty or (30) days from the date of shipment, whichever is longer.

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- For non self-maintainer accounts, HP will give the option to repair or replace out-of-box failures. Depending on the failure symptom, HP may request troubleshooting assistance to confirm perceived hardware failures that are not, in actuality, configuration/driver errors
- HP will not modify the brand of included software for the life of its products. When new products are introduced different software may be included and customers are always given the option to test the software and determine their best course of action. In all cases HP provides notification of changes via the Subscriber's Choice program.
- HP will pay for the warranty part and the defective part to be shipped. HP will include documentation with each shipment indicating the part is a warranty replacement
- The WSCA Escalation path should be used first as detailed in the WSCA B27164 contract, Exhibit B. If this does not resolve the problem customers should contact the HP Contract Program Manager for the State.

HP Contract Program Manager

Debra Lee

phone: 847-537-0344

email: debra.lee@hp.com

- HP will provide for quarterly reports required for all service requests and product orders. HP will provide training for self-fulfilled reports of both types.

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2. HP offers the follow additional terms for products purchased under HP standard warranty terms:

- On-site service will be scheduled within 24 hours after receipt of replacement parts by contacting the person specified in the service request. HP's Standard operating procedure is to schedule an onsite customer engineer (CE) to respond to the service call by the next business day. The replacement part will be shipped to the onsite CE and the CE brings the part to the site.
- The State will have the option to verify online whether the machine is under warranty. Customers can check their unit's entitlement by going to the following link and entering their product number and serial number:
http://h20000.www2.hp.com/bizsupport/TechSupport/WarrantyLookup.jsp;jsessionid=7tm0L4rQ8k3VPLlr2G23XtMHWK2RcC0vhJCznMT6rLdfv0nGZlRh!1693064407?locale=en_US&prodSeriesId=373244&prodTypeId=12169

This URL can be subject to change and the State will be notified if such a change occurs.

- The State shall have the ability to conduct Laptop repairs including the ability to replace keyboards, screens, memory, hard drives, DVD drives without voiding the warranty. HP can send Customer Self Repair (CSR) parts that the customer can replace without voiding product warranty.
- HP provides an Online knowledge base to help troubleshoot problems with the ability to download drivers; BIOS upgrades. The Support & Troubleshooting section of www.hp.com provides facilities to search knowledge bases, assist with troubleshooting via an online CHAT session, run diagnostics, download drivers & BIOS, and submit service requests via email.

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3. HP offers the follow additional terms for products purchased under accounts that operate under a Self Maintainer operating model:

- The HP Self Maintainer Program includes the website "HP Channel Services Network" (CSN) for conducting self maintenance business. One feature of CSN is to provide detailed product information. By entering the product number and serial number of a unit, the self maintainer receives a list of the components used to build the unit and their replacement part numbers.
- Self maintainer trained technicians have the authorization and ability to replace keyboards, screens, memory, hard drives, DVD drives, motherboards, and other service level components with out voiding the warranty on the product.
- Upon agreement to the terms and conditions of the HP Self Maintainer program, HP shall provide self-maintainer status to BIT and other eligible entities in South Dakota who desire such status and agree to applicable terms.
- The HP Self Maintainer website "HP Channel Services Network" (CSN) provides the ability for self maintainers to submit warranty claims and to check the status of their claims. When placing a claim, confirmation of receipt is immediate with the issuance of an "XSC" order number.
- The HP Self Maintainer website "HP Channel Services Network" (CSN) provides extensive facilities to search knowledge bases, run diagnostics, and download drivers & BIOS.
- The Self Maintainer program provides the ability to purchase individual component parts and encourages self maintainers to setup a spare parts inventory. The Self Maintainer program provides consulting services to help determine the appropriate stocking level of component parts based on the self maintainer's installed base.

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- HP agrees to provide a 0.5% credit toward the purchase of appropriate spare parts to be used as a spare parts pool. The credit will be calculated based on the product value of State agency direct purchase orders to HP and excludes orders made pursuant to the Classroom Connections program below. The credit will be issued quarterly and will allow BIT to purchase needed spare parts in support of standard configurations in the State. Parts will be purchased through the self maintainer program which provides a capacity for stocking of parts.

CLASSROOM CONNECTIONS PROGRAM: For purchases made by schools participating in the Classroom Connections Program, a.k.a. State of South Dakota Governor Rounds' 2010 Education Initiative Laptop Program for High School Students, HP will at no additional cost provide, and BIT will receive and manage the distribution of, spare parts in the amounts specified below. The amounts specified below shall be calculated based on the total purchases of like items of all participating schools.

- Accessories - 3% of purchased quantity
- Tablets - 3% of purchased quantity
- Laptops - 3% of purchased quantity

The percentage of spares to volume order quantity may be modified, up to but not greater than five percent (5%) based upon the actual failure rate experienced by the Purchasing Entity or HP within any prior three month period for the particular product model. Periodic reviews will be conducted between the State BIT representative and HP's Contract Program Manager.

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4. Continuation of Participation from WSCA/NASPO PC Contracts 2004-2009:

NA

5. Lease Agreements

Leasing is authorized under this addendum. Any lease agreement for state agencies or institutions must be authorized and approved by the Office of Procurement Management.

6. Primary Contacts

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

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

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

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Participating State

Name: Jeff T. Holden, Director

Participating Entity Name: State of South Dakota, Office of Procurement Management.

Address: 523 E. Capitol Avenue, Pierre, SD 57501-3181

Telephone: (605) 773-3405

Fax: (605) 773-4840

E-mail: Jeff.Holden@state.sd.us

7. Servicing Subcontractors:

HP-authorized subcontractors are eligible to fulfill orders under the WSCA/NASPO PC Contract 2009-2014 entered into by Hewlett-Packard Company and the lead State of Minnesota. HP-authorized subcontractors include distributors and the resellers and service providers listed on the HP/State website at www.hp.com/buy/wscaiii. HP-authorized subcontractors are included in HP's Partner One Reseller and/or Reseller Agent Program.

Orders and invoicing for products in Band 1 (Servers), Band 3 (Printers), Band 4 (Storage) and "Other Software" may be processed by either HP or an HP-authorized subcontractor.

Orders and invoicing for products in Band 2 (PCs), Band 5 (PDAs), Band 6 (Instructional Bundles) and Band 7 (Monitors) must be handled by HP directly.

All purchase orders issued by purchasing entities within the jurisdiction of this Addendum must include the Participating State contract number: 15704; and the Master Price Agreement Number: B27164

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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.

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.

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

South Dakota Office of Procurement
Management

By:



Name: Jeff T. Holden

Title: Director

Date: August 3, 2009

Hewlett-Packard Company

By:



Name: Chris Backes

Title: Contract Negotiator

Date: August 2, 2009