



STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

REQUIREMENTS CONTRACT: WSCA HP COMPUTER EQUIPMENT, PERIPHERALS AND RELATED SERVICES

CONTRACT No.: 0A1067

EFFECTIVE DATES: 09/14/09 to 08/31/12
Renewal though 06/30/13

The Department of Administrative Services (DAS) has agreed to participate in a multi-user contract for Computer Equipment, Software, Peripherals and Related Services with Hewlett-Packard Company (HP) under the Western States Contracting Alliance (WSCA), and the National Association of State Procurement Officials (NASPO). The State of Ohio Department of Administrative Service is a member WSCA/NASPO and has accepted prices as a result of the WSCA/NASPO RFP WS 1999 which opened on September 29, 2008. The respective bidder response, including Terms and Conditions from HP Master Price Agreement B27164 and supplemental Contract Terms and Condition from the Ohio HP Participating Addendum has been determined to be the lowest responsive and responsible bidder and has been awarded a contract for the items listed.

The HP Master Price Agreement is effective September 1, 2009 through August 31, 2014 unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

The HP Master Price Agreement is available to all State Agencies, State institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services, as applicable.

SPECIAL NOTE: State agencies may make purchases und this Price Agreement up to \$2,500.00 using the state of Ohio payment card. Any purchase that exceeds \$2,500.00 will be made using the Ohio Office of Information Technologies' (OIT) Release and Permit system. Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

Question regarding this and/or the Master Price Agreement may be directed to:

Dan Myers
dan.myers@das.state.oh.us

This Master Price Agreement and any Amendments or Addendums thereto are available from the DAS Web site at the following address:

<http://Procure.ohio.gov>

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

Ohio Department of Administrative Services

[hereinafter "Participating State"]

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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.

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:

Contractor's Revenue Share. The Contractor agrees to provide a quarterly administrative fee in the form of a Check or EFT payment. The fee will be payable to the Participating Entity in an amount equal to one percent (1%) of the net invoiced sales (net of any returns, credits, or adjustments) under this Addendum for the applicable period. Payment(s) shall be made in accordance with the following schedule:

<u>Period End</u>	<u>Fee/Report Due</u>
June 30	July 31
September 30	October 31
December 31	January 31
March 31	April 30

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The Contractor agrees to provide a quarterly utilization report, reflecting net sales to the Participating Entity during the associated fee period. The report shall be in the format developed by the Lead State and as agreed by the Contractor. The report will be provided in secure electronic format and/or submitted electronically to the state contact listed in the Addendum.

Transaction Document(s). Transaction Document(s) do not supersede the Master Pricing Agreement Contract

Transfer of Software. Subject to the use restrictions in Exhibit D, 5. a of the MPA, the Participating Entity reserves the right to transfer software in the event that the entity is abolished or absorbed into another entity.

Elections Law. Contractor, by signature affixed on this document, hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of O.R.C. Section 3517.13.

The Contractor is solely responsible to know the requirements and limitations set forth in the above-referenced Divisions of O.R.C. Section 3517.13, and to comply with those requirements and restrictions. The Contractor shall not accept a Contract and/or any purchase order issued under the Contract if the Contractor is unable to certify compliance with all provisions set forth in O.R.C. Section 3517.13. If the Contractor is unable to certify such compliance and accepts a Contract and/or purchase order issued under the Contract, DAS shall deem the Contractor in breach. As such, DAS may deem the Contract invalid and immediately cancel the Contract. If DAS cancels the Contract and applicable purchase order(s), the Contractor will be subject to all legal remedies available to the Department of Administrative Services up to and including debarment from doing business with the State of Ohio. Also, any Contractor unable to certify compliance with the above-referenced provisions in O.R.C. Section 3517.13, that accepts the Contract and any purchase orders issued under the Contract, will be held financially liable for any additional costs incurred by the DAS or other governmental

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entities placing orders under the Contract. These additional costs include those costs associated with re-awarding the Contract and/or seeking replacement items related to the cancellation of the Contract and/or related purchase orders.

Additional information regarding Contribution Restrictions is available on the Office of Budget & Management's website at: www.obm.ohio.gov.

Executive Order 2007-1S Compliance

A. The Vendor certifies that it has reviewed and is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.

B. In accordance with Executive Order 2007-01S, the Vendor, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. The Vendor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the State of Ohio.

Appropriation Of Funds. The State of Ohio's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments or any other obligations due by the State under this Contract, the State may terminate its obligations under this Agreement, by providing written notice of termination, and the State will be released from its obligations on the date funding expires, for undelivered Products and Services. The State, or Purchasing entity shall provide prior written notice, sixty (60) days if possible, of its intent to terminate for the reason cited above.

The current General Assembly cannot commit a future General Assembly to an expenditure. Therefore, this Contract will automatically expire at the end June, 2011. The State may renew this Contract in the next biennium by issuing written notice to the Contractor or by actions of the State of the decision to do so.

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Drug Free Workplace. The Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace and shall make a good faith effort to ensure that all its employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

Equal Employment Opportunity. The Contractor will comply with all state and federal laws regarding equal employment opportunity, including Ohio Revised Code Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the DAS Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Equal Opportunity Departments web site: <http://www.das.ohio.gov/Eod/AAEEO.htm>

Declaration of Material Assistance. In accordance with R.C. 2909.33(C), I certify that I meet one of the following conditions:

(a) ~~I have not received, nor will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year;~~

or

(b)(1) I have received, or will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year.

and,

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(2) I have either precertified with the Office of Budget and Management, or have completed the Declaration of Material Assistance form as directed on page 2 of the Invitation to Bid, (Item D), certifying that I have not provided material assistance to any organization on the Terrorist Exclusion List, as that term is defined in R.C. 2909.21.

Contractor's Warranty Against An Unresolved Finding For Recovery. Contractor warrants to the knowledge and belief of the individual signing this contract, that it is not subject to an unresolved finding for recovery under ORC §9.24. If the warranty was false on the date the parties signed this Contract, the Contract is void *ab initio*.

Travel Expenses. Any travel or living expenses required by the Contractor to do its obligations under this Contract will be at the Contractor's expense. The State will pay for any additional travel that it requests only with prior, written approval. All additional travel and living expenses that the State requests in addition to what this Contract requires the Contractor to provide at the Contractor's expense will be paid in accordance with the Office of Budget and Management's Travel Rules in Section 126-1-02 of the Ohio Administrative Code.

Patent, Copyright, Trademark and Trade Secret Indemnification. The following text replaces Section 12, Subsection A, Part 2.

"Allow the Contractor, upon proper authorization from the Ohio Attorney General, to defend or settle the claim; and"

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

To the extent permitted by the laws and rules of the state in which an individual participating entity is located, valid participating addenda for the WSCA/NASPO PC Contracts 2004-2009 are hereby extended to include participation in the WSCA/NASPO PC Contracts 2009-2014 under the same terms and conditions in the current participating addendum.

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If re-execution of a participating addendum or amendment to an existing participating addendum is required by a participating entity, the authorization to participate in the WSCA/NASPO PC Contracts 2004-2009 is sufficient to permit participation in the WSCA/NASPO PC Contracts 2009-2014, unless specifically denied by the appropriate chief state procurements official.

5. Lease Agreements

No Leasing Is Authorized to State Agencies Under this Addendum at this time.

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 agency.

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: 847/572-1336
E-mail: debra.lee@hp.com

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Participating State

Name: W. Thomas Hart
Address: 4200 Surface Road, Columbus, OH 43228-1395
Telephone: 614-466-7955
Fax: 614-644-9152
E-mail: tom.hart@ohio.gov

7. Servicing Subcontractors:

1. 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/wscaili. HP-authorized subcontractors are included in HP's Partner One Reseller and/or Reseller Agent Program.
2. Orders and invoicing for products in Band 1 (Servers), Band 4 (Storage) and "Other Software" may be processed by either HP or an HP-authorized subcontractor.
3. Orders and invoicing for products in Band 2 (PCs), Band 3 (Printers), Band 5 (PDAs), Band 6 (Instructional Bundles) and Band 7 (Monitors) must be handled by HP directly.

All purchase orders issued by purchasing entities with the jurisdiction of this Addendum must include the Participating State contract number: 0A1067

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

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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.

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 Ohio

Hewlett Packard Company

By: *Angela Quinn / mdk*

By: *Debra Lee*

Name: _____

Name: *Debra Lee*

Title: _____

Title: *Contract Program Mgr*

Date: *09/14/09*

Date: *9-3-09*

How To Order

Information pertaining to the WSCA/NASPO PC Contracts 2009-2014 Computer Equipment, Peripherals, and Related Services Contract can be found at:

<http://www.aboutwsca.org/contract.cfm/contract/w2-1999>

Information regarding purchasing HP computers off of the HP WSCA contract can be found at:

http://gem.compaq.com/gemstore/home.asp?jumpid=ex_r3962_oh/b2bvanity