

**PARTICIPATING ADDENDUM  
WESTERN STATES CONTRACTING ALLIANCE  
Hewlett-Packard  
MASTER PRICE AGREEMENT  
A63309**

1. **Scope:** All eligible purchasers within the State of Arkansas including local public procurement units are authorized to purchase products and services under the terms and conditions of this price agreement.
2. **Changes:** Changes to the terms and conditions of the signed Direct Price Agreement are as follows:

In addition to any reporting and fees required in the Master Price Agreement, HP agrees to provide a quarterly report to the Arkansas Primary Contact within 30 days following the quarter being reported. The quarterly report will include the Procuring Agency name, product purchased, quantity, unit price and extended price.

An administrative fee of ½ of 1% per reporting period shall be collected on behalf of the State of Arkansas and submitted by the last day of the month following the end of the reporting period with an annual review each fiscal year.

**Software, published by Trend Micro, Symantec, Network Associates, Corel, Microsoft, Oracle, and IBM (State LAR Software Contract) other than operating software may NOT be procured.**

A Procuring Agency shall determine whether all Products delivered to it meet the Contractor's published specifications. No payment shall be made for any Products until the Products have been accepted by the Procuring Agency. Unless otherwise agreed upon between the Procuring Agency and the Contractor, within thirty (30) days from the date of the invoice, the Procuring Agency shall accept or reject the Products or Services.

Payments shall be submitted to the contractor at the address shown on the invoice. Payment shall be tendered to the contractor within thirty (30) days of the date of invoice. After the sixtieth (60) day from the date of the invoice unless mutually agreed to, interest shall be paid on the unpaid balance due to the contractor at the rate of one half of one percent per month in accordance with Arkansas Code Annotated § 19-11-224. The procuring

agency shall make a good-faith effort to pay within thirty (30) days after date of invoice.

Records relevant to Purchasing Entity transactions shall be subject to examinations by appropriate government authorities for a period of five years from the date of acceptance of the purchase order.

This agreement shall be governed by the laws of the State of Arkansas.

**3. Lease Agreements:**

Lease agreement terms and conditions have not been approved under this Price Agreement Participating Addendum

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

Robin Rogers  
Office of State Procurement  
1509 West 7<sup>th</sup> Street  
Little Rock, Arkansas 72201  
Telephone: (501) 371-6067  
Fax: (501) 324-9311  
e-mail: [robin.rogers@dfa.state.ar.us](mailto:robin.rogers@dfa.state.ar.us)

The primary Contractor contact for this participating addendum is as follows

John deNoyelles, Public Sector Contract Manager  
Hewlett Packard Company  
4512 Coneflower Ct. Acworth, GA, 30102  
Telephone: 404-648-5593  
Fax: 978-742-4216  
E-mail: [jdenoyelles@hp.com](mailto:jdenoyelles@hp.com)

**5. Price Agreement Number:** All purchase orders issued by procuring agencies within the jurisdiction of this participating addendum shall include price agreement number: **A63309**

**5. Servicing Subcontractors**

All HP Authorized resellers and service providers are eligible to support the

Price Agreement under HP's Influencer Program (Reseller Agent) or Service Provider Program, as approved by the Participating Entity.

All orders and payments are to be handled by HP directly.

This Addendum and the 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 Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the 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 Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

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

STATE OF ARKANSAS

HEWLETT-PACKARD  
Contractor

Signed: Joseph Giddis

Signed: John deNoyelles

Printed Name: Joe Giddis

Printed Name: John deNoyelles

Title: Director, OSP

Title: Contracts

Date: 1/31/05

Date: 1/27/05