

**PARTICIPATING ADDENDUM  
WESTERN STATES CONTRACTING ALLIANCE  
IBM CORPORATION  
MASTER PRICE AGREEMENT  
A63311**

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.

**Applicable Approved Purchasing Agreement:** Purchases made under this Agreement shall be under the terms and conditions of the existing IBM Customer Agreement HQ12291.

2. **Changes:** Changes to the terms and conditions of the signed Master Price Agreement are as follows:

**A. Section 44.A (Reporting and Fees)** is hereby modified by the addition of the following:

- 1) In addition to any reporting and fees required in the Master Price Agreement, IBM 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.
- 2) An administrative fee of  $\frac{1}{2}$  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.

**B. Section 14 (Products and Service Schedule)** is hereby modified by the addition of the following:

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.

**C. Section 6.A. (Acceptance)** is hereby restated as follows:

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 in 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.

**D. Section 6.B (Payment of Invoices), Subparagraphs 1 and 2** are hereby restated as follows:

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.

**E. Section 20 (Records & Audits)** is hereby restated as follows:

Records relevant to Purchasing Entity transactions shall be subject to examinations by appropriate government authorities for a period of five (5) years from the date of acceptance of the purchase order.

**F. Section 22 (Use of Servicing Subcontractors)** is hereby modified by the addition of the following:

IBM's use of Servicing Subcontractors, if any, will be identified in the landing page website for Arkansas.

Only those IBM Business Partners authorized by IBM are eligible to support the IBM WSCA/NASPO Master Price Agreement. IBM Business Partners are only authorized to quote to the Participating Entity the products and pricing specified by IBM for the WSCA/NASPO Master Price Agreement. Eligible products include: ThinkCentre commercial desktop systems, ThinkPad notebooks, ThinkVision Products, IBM options, and Express Models, eServer xSeries and IntelliStation Products. Eligible products and authorized IBM Business Partners will be provided in a listing to the Primary Participating Entity Contact under separate cover and will be updated by IBM as required

All Participating Entity orders and payments are to be directly with IBM and each Purchase Order at time of order placement must include the quoting Business Partner's Location ID (LOCID) and identify the WSCA/NASPO Master Price Agreement number. Inclusion of the LOCID on the Purchase Order will result in a fee payment to the Business Partner. Such fee payment will not affect the pricing specified in the WSCA/NASPO Master Price Agreement.

**G. Section 15 (Product Substitutions)** is hereby modified by the addition of the following:

IBM may add or delete eligible Products upon 30 days written notice to the Participating Entity, and written approval by the Participating Entity. IBM may also add or delete eligible Business Partner authorizations at its discretion with 30 days written notice to the Participating Entity. Business Partner changes will be posted to the WSCA/NASPO website 30 days after the date of notification.

**H. Section 32 (Governing Law)** is hereby modified by the addition of the following:

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

**3. 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:

James Schroeder  
IBM Corporation  
4263 Commercial St. SE, Suite 100, Salem, OR 97302

Telephone: 503-399-3825 (TL284)  
Fax: 503-399-3793 (TL284)  
e-mail: [jschroed@us.ibm.com](mailto:jschroed@us.ibm.com)

- 4. **Price Agreement Number:** All purchase orders issued by procuring agencies within the jurisdiction of this participating addendum shall include price agreement number: **A63311.**

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

By: Joseph H. Giddis

Printed Name: Joe Giddis

Title: Director OSP

Date: 2/18/05

IBM Corporation

By: Chris Holmes

Printed Name: CHRIS HOLMES

Title: REGIONAL EXECUTIVE

Date: 2/17/2005

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