

PARTICIPATING ADDENDUM AMENDMENT

California Participating Addendum No. 7-15-70-34-002 Amendment No. 1

The parties hereto mutually agree to amend Participating Addendum Number 7-15-70-34-002 as follows:

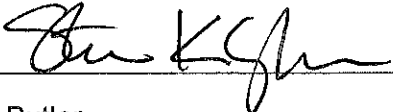
1. Per Participating Addendum Section 12 (Separation), Participating Addendum 7-15-70-34-002 is assigned from Master Agreement No. MNWNC-115 with Hewlett Packard Company to Master Agreement No. MNNVP-134 with Hewlett Packard Enterprise effective November 1, 2015. All references to Hewlett Packard Company ("Contractor") and MNWNC-115 within the Participating Addendum are hereby revised to reflect Hewlett Packard Enterprise ("Contractor") and MNNVP-134.
2. The Contractor primary contact specified in Participating Addendum Section 10 (Contract Management) is revised to the following:

Hewlett Packard Enterprise (Contractor)	
Name:	Stacey Kearns
Phone:	(501) 319-3018
Fax:	(501) 339-2377
E-Mail:	Stacey.lyn.kearns@hpe.com
Address:	355 LedgeLawn Drive Conway, AR 72204

All other terms and conditions remain the same.

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

Participating State:
STATE OF CALIFORNIA

By: 

Name: Jim Butler

Title: Deputy Director

Date: November 4, 2015

Contractor:
HEWLETT PACKARD ENTERPRISE

By: 

Name: Elizabeth Leace

Title: Contract Administrator

Date: 10-29-15

PARTICIPATING ADDENDUM
NASPO Valuepoint Cooperative Purchasing Program

COMPUTER EQUIPMENT MASTER AGREEMENT
Minnesota Master Agreement No.: MNWNC-115 and MNNVP-134

California Participating Addendum No. 7-15-70-34-002
HEWLETT PACKARD COMPANY (Contractor)

This Participating Addendum Number **7-15-70-34-002** is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and Hewlett Packard Company (hereafter referred to as "Contractor") under the NASPO Valuepoint Cooperative Purchasing Program Master Agreement Number MNWNC-115 ("Master Agreement") executed by the State of Minnesota.

1. Scope

- A. This Participating Addendum covers the purchase of Computer Equipment under the Master Agreement for the following product bands:

Band 4 – Server
Band 5 – Storage

- B. This Participating Addendum is available for use by California political subdivisions/local governments (hereafter referred to as "Purchasing Entities"). A political subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds.
- C. Political subdivision/local government use of this Participating Addendum is optional. Each political subdivision/local government is to make its own determination whether this Participating Addendum and the Minnesota Master Agreement are consistent with its procurement policies and regulations.

2. Term

- A. The term of this Participating Addendum shall begin upon signature approval by the State and will end March 31, 2017, or upon termination by the State, whichever occurs first.
- B. Lead State amendments to extend the Master Agreement term date are automatically incorporated into this Participating Addendum unless terminated early in accordance with the terms and conditions of the Master Agreement or this Participating Addendum.

3. Order of Precedence

In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

- A. California Participating Addendum 7-15-70-34-002
- B. Minnesota WSCA-NASPO Master Agreement MNWNC-115
- C. Minnesota Solicitation including all Addendums; and
- D. Contract Vendor's response to the Solicitation

4. Terms and Conditions

The California General Provisions - Information Technology (GSPD401IT), revised and effective 09/5/14, is hereby incorporated by reference and made a part of this Participating Addendum. The 12 page document is available at:
http://www.documents.dgs.ca.gov/pd/poliproc/GSPD401IT14_0905.pdf.

5. Price List

Contractor shall maintain a website dedicated to this Participating Addendum which contains the Product and Service Schedule (PSS) and designated base line price list for participating entities to verify product/service pricing and applicable discounts offered under the Master Agreement.

6. Partner Utilization

- A. Contractor may use Partners under this Participating Addendum for sales and service functions as defined herein. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Partners. Contractor will be the sole point of contact with regard to Participating Addendum contractual matters, reporting, and administrative fee requirements.
- B. Contractor has two (2) distinct Partner Programs: (1) the Reseller Agent Program; and (2) the Fulfillment Subcontractor Program. Both are available to authorized Purchasing Entities to select from under this Participating Addendum.

1) Reseller Agent Program:

Under the Reseller Agent Program the purchase order ("Order") is made out to Hewlett-Packard Company ("HP"). HP fulfills and ships the Order to the Purchasing Entity and invoices the Purchasing Entity directly. The Reseller Agents provide pre- and post-sales support. Pre- and post-sales support includes, but is not limited to, providing advice on specifications, quotes, assist in escalation of order(s), and returns. The authorized Reseller Agent(s) under this Participating Addendum will be listed on the Contractor's dedicated website. Orders and payment are issued by the Purchasing Entity direct to HP under the Reseller Agent Program. The Reseller Agent HP Authorization Number must be listed in all quotes and related Order activities for sales and tracking purposes. Orders must include the Participating Addendum Number.

2) Fulfillment Subcontractor Program:

Under Fulfillment Subcontractor Program the purchase order ("Order") is made out to the named Fulfillment Subcontractor. The Fulfillment Subcontractor receives the Order(s) and invoices the Purchasing Entity directly, in addition to handling all Order tracking and escalations and offering pre- and post-sales support. The authorized Fulfillment Subcontractor(s) for receipt of Orders from Participating Entities under this Participating Addendum will be listed on the Contractor's dedicated website. Orders and payment are issued by the Purchasing Entity direct to the named Fulfillment Subcontractor under the Fulfillment Subcontractor Program. Fulfillment Subcontractors are responsible for sending a copy of all purchase orders and invoices to the Contractor for compliance with quarterly usage reporting and administrative fee requirements. Orders must include the Participating Addendum Number.

7. Invoicing

The Participating Addendum Number and Ordering Agency Purchase Order Number shall appear on each purchase order and invoice for all purchases placed under this Participating Addendum.

8. Usage Reporting

- A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the WSCA-NASPO Detailed Sales report template.
- B. The report is due even when there is no activity.
- C. The report shall be an Excel spreadsheet transmitted electronically to the DGS mailbox at PDWSCA@dgs.ca.gov.
- D. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five business days of the date of written notification from the State.
- E. Tax must not be included in the report, even if it is on the purchase order.
- F. Reports are due for each quarter as follows:

Reporting Period	Due Date
JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

- G. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this contract.

9. Administrative Fee

- A. Contractor shall submit a check, payable to the State of California, remitted to the Department of General Services, Procurement Division for the calculated amount equal to one percent (0.01) of the sales for the quarterly period.
- B. Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.
- C. Administrative fee checks shall be submitted to:

State of California
Department of General Services, Procurement Division
Attention: Multiple Awards Program
707 3rd Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605

- D. The administrative fee shall not be included as an adjustment to Contractor's Master Agreement pricing.
- E. The administrative fee shall not be invoiced or charged to the ordering agency.
- F. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a Purchasing Entity.
- G. Administrative fee checks are due for each quarter as follows:

Reporting Period	Due Date
JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

- H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

10. Contract Management

A. The primary contact individuals this Participating Addendum shall be as follows:

Hewlett Packard Company (Contractor)	
Name:	Debra Lee
Phone:	(847) 537-0344
Fax:	(847) 572-1336
E-Mail:	Debra.Lee@hp.com
Address:	442 Swan Blvd. Deerfield, IL 60015

State of California	
Name:	Julie Matthews
Phone:	(916) 375-4612
Fax:	(916) 375-4663
E-Mail:	Julie.Matthews@dgs.ca.gov
Address:	Department of General Services Procurement Division 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605

B. Should the contact information for either party change, the party will provide written notice with updated information no later than ten business days after the change.

11. Termination of Agreement

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

12. Separation

This Participating Addendum is based on Master Agreement Number MNWNC-115 until November 1, 2015. In accordance with the Assignment Agreement for MNWNC-115 executed by the State of Minnesota on July 7, 2015, this Participating Addendum will be assigned to Master Agreement No. MNNVP-134 effective November 1, 2015.

13. Agreement

- A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, 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 Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or amendments, 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 Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.
- B. By signing below Contractor agrees to offer the same products/and or services as on the Master Agreement, at prices equal to or lower than the prices on that contract.
- C. IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

Participating State:

STATE OF CALIFORNIA

By: CCWJ For JB
Name: Jim Butler
Title: Deputy Director
Date: 9/29/15

Contractor:

HEWLETT PACKARD COMPANY

By: Matthew C. Keck
Name: Matthew C. Keck
Title: Senior Counsel
Date: 9/29/15