



STATE OF WASHINGTON
 DEPARTMENT OF ENTERPRISE SERVICES

1500 Jefferson Street SE, Olympia, WA 98501

**Amendment 14-01
 To
 Contract T11-MST-579
 For CompuCom Systems
 Reseller of Microsoft Products and Services**

This Amendment 14-01 to Agreement Number T11-MST-579 ("the Contract") is entered into by and between the State of Washington, Department of Enterprise Services ("DES") and CompuCom Systems, Inc. ("Vendor" or "CompuCom").

WHEREAS, the parties previously entered into the Contract for the purchase of Microsoft Products and Associated Services with an Effective Date of May 1, 2011;

WHEREAS, effective October 1, 2011, The Department of Information Services (DIS) reorganized into the Department of Enterprise Services (DES). All reference(s) to "Department of Information Services" or "DIS" are hereby replaced by "Department of Enterprise Services" or "DES" respectively.

NOW THEREFORE, pursuant to Section 25 of the Contract, the parties agree to amend as follows:

I Transfer Contract activity previously conducted by DES to "Customer(s)":

1. By signing this Amendment, each party hereby consents to this Amendment and recognizes that greater direct Customer contact will occur.

II Pricing, Invoice, and Payment.

1. The pricing discount structure, as detailed in Section 4.1 of the Contract is revised ;

Enterprise and Select	
License	Discount from Level D
Licensing Pool (all product licensing available under Microsoft EA and Select (includes SA)) and all media	18.5%

2. *Vendor agrees to develop, maintain and make available; a complete pricing schedule reflecting the discounts noted above and provide the DES Contract Administrator a link that can be made available through the DES website. This price schedule is to be updated in concert with changes to the manufacturer's price list.*



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3. A new Section 4.4 shall be added
Vendor shall provide the DES Purchasing Contract Administrator an electronic copy of the current price list at no cost within three (3) days of request.

4. *DES Contract Administration Fee.*

New Contracts. *CompuCom will collect .74% on behalf of DES for all purchases through this Contract. This fee will be added to all purchases, quotes and orders for all Customers with Microsoft Agreements effective February 1, 2014.*

Existing Contracts: *For three and five year term Microsoft Agreements that are mid-agreement at the time of this Amendment 04-01, CompuCom shall incorporate 1.74% on all purchases, quotes and orders. 1% will be retained by CompuCom as a price adjustment and .74% will be paid to DES as a Contract Administration Fee.*

III Taxes

1. Adding to Section 6, a new item, 6.4;
To read...*Contract Administration Fees will be subject to sales tax.*

IV Invoice and Payment

1. Section 7.1 of the Contract is revised;
To read ...*Vendor shall submit properly itemized invoices to the Customer as provided in the Customer purchase order ("Purchase Order").*

CompuCom will track license purchases and send a report to agency Customers regarding their monthly and annual Microsoft purchases.

V Administrative Fee and Quarterly Reporting

1. Section 9.7 is replaced with the following: *A Contract Administration Fee is imposed. Beginning with sales February 1, 2014, the Vendor shall collect from the Customer, a .74 percent (0.0074) Contract Administrative Fee throughout the remainder of the Contract as indicated in Section II(4). Please refer to reporting schedule below.*
2. *The Vendor will utilize the ConUsage system for reports. This is an on-line usage reporting system which will be available as a tool to report quarterly contract sales by Customer. When reporting, Vendor will report all contract activity which generated income for this Contract during the quarter. However, Vendor will pay the Contract Administrative Fee only on that portion which is new enrollments, and extended or modified Contracts.*

3. *The reporting schedule will be as noted below:*

Quarter
1st

Quarter Ends
March 31st

Report Due
April 30th



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2nd
3rd
4th

June 30th
September 30th
December 31st

July 31st
October 31st
January 31st

*Prior to the due date for your report, an account will be established, and a log-in provided.
The location of the tool is <https://fortress.wa.gov/ga/apps/CSR/login.aspx>.*

4. Section 9.9 and 9.10 are deleted.

VI Ordering

1. Section 11.1 of the Contract is modified;

To read.... Vendor shall accept **Customer** Purchase Orders. Properly completed Purchase Orders must be processed by the Vendor and submitted using Vendor's reporting method to Microsoft within two (2) business days of receipt of Purchase Order.

2. Section 11.2 of the Contract is modified;

To readFor Purchase Orders that are not properly completed, Vendor must notify **Customer** of those errors within one (1) business day. Once the **Customer** corrects the Purchase Order errors and submits corrected Purchase Order to Vendor, Vendor must use corrected Purchase Orders in conjunction with Vendor's reporting method to submit orders to Microsoft within two (2) business days of receipt of the corrected Purchase Order.

3. Section 11.3 of the Contract is modified to read;

Vendor shall only accept Purchase Orders originating from Customers as detailed in the definition of Customer, in performance of this Contract.

VII Enrollment

1. Section 12.2 of the Contract is modified;

To readVendor shall work with Customers to complete Enrollment Forms and submit them within two (2) business days of completion.

2. Section 12.3 of the Contract is modified;

To readVendor shall print the then-current Microsoft Product Use Rights, work with Customers to complete Enrollment Forms, and submit the Enrollment Forms within two (2) business days of completion.

VIII Shipping

1. Section 13.1 of the Contract is modified;

To readVendor shall pay all standard shipping and handling charges associated with delivery of Products ***anywhere within the State of Washington.***



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2. Section 13.2 of the Contract is deleted.

VIII Product Replacement or Return

1. Since the Customer is working with the Vendor directly, replace all references to DIS in Section 14, Product Delivery and Section 15, Product Replacement>Returns with the term "Customer".

IX Four Hour Response

1. Replace the reference to DIS in Section 16 with the term "*Customer.*"

X Definitions of Terms

1. Replace the term "DIS Purchasing Administrator" with "DES Contract Administrator."

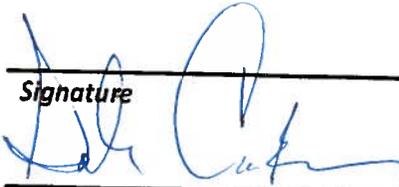
All other provisions of Contract T11-MST-579 shall remain in full force and effect.

This Amendment, 14-01, shall be effective as of February 1, 2014.

Approved

State of Washington,
Department of Enterprise Services

Signature



Title

Date

Technology unit Manager

2-11-14

Approved

CompuCom Systems, Inc.

Signature



Richard A. McDonough

Print or Type Name

VP & Secretary

02/11/14

Title

Date

