

**Participating Addendum Number: OKSW0070**

for

**FURNITURE**

**Administered by the Region 10 ESC**

between

**Sedia Systems**

and

**State of Oklahoma by and through the Office of Management and Enterprise Services**

**(OK SW Contract No. SW0070)**

This Participating Addendum is entered into by the State of Oklahoma by and through the Office of Management and Enterprise Services ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in Equalis Group Master Agreement Number R10-1113A, executed by Contractor and the Lead Agency of Region 10 ESC ("Lead Agency") for Furniture ("Master Agreement"):

**Contractor Name:** Sedia Systems  
**Contractor Address:** 1820 West Hubbard Street suite 225  
Chicago, Illinois 60622

**PARTICIPATING ADDENDUM CONTACTS:**

Contractor's contact for this Participating Addendum is:

**Contact:** Karen Andersen  
**Title:** Contract Administrator  
**Email:** kandersen@sediasystems.com  
**Phone Number:** 312-229-4414

Participating Entity's contact for this Participating Addendum is:

**Contact:** Barry Timberlake  
**Title:** Procurement Specialist  
**Email:** barry.timberlake@omes.ok.gov  
**Phone Number:** 405-521-6721

- I. **TERM.** This Participating Addendum is effective as of the date of the last signature below or, whichever is later, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- II. **PARTICIPATION AND USAGE.** This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify Equalis Group to initiate outreach to the appropriate parties.
- III. **GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.
- IV. **SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.
  - a. **Products.** All products available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
  - b. **Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.



- c. **Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's Equalis Group webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum.

**Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum.** The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

- V. **ORDERS.** Purchasing Entities may place orders under this Participating Addendum by referencing the Participating Addendum Number, a Statewide contract number on an Order.

Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to Equalis Group and Participating Entity.

VI. **PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.**

- a. See Attachment A; Oklahoma Statewide contracting Terms.

- VII. **FEDERAL FUNDING REQUIREMENTS.** Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.

- VIII. **ATTACHMENTS.** This Participating Addendum includes the following attachments:

- a. Attachment A: Oklahoma Statewide contracting Terms

- IX. **NOTICE.** Any notice required herein shall be sent to the following:

For Contractor:

**Contact:** Karen Andersen  
**Title:** Contract Administrator  
**Email:** kandersen@sediasystems.com  
**Phone Number:** 312-229-4414

For Participating Entity:

**Contact:** Barry Timberlake  
**Title:** Procurement Specialist  
**Email:** barry.timberlake@omes.ok.gov  
**Phone Number:** 405-521-6721

- X. **SUBMISSION OF PARTICIPATING ADDENDUM TO EQUALIS GROUP.** Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to Equalis Group at [rmansueto@equalisgroup.org](mailto:rmansueto@equalisgroup.org). The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the Equalis Group website.



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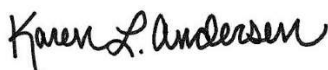
**SIGNATURE**

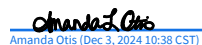
The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

**CONTRACTOR:**

**State of Oklahoma** by and through the **Office of Management and Enterprise Services:**



  
Amanda Otis (Dec 3, 2024 10:38 CST)

**Signature:**

**Signature:**

Karen Andersen

Amanda Otis

**Printed Name:**

**Printed Name:**

Contract Manager

State Purchasing Director

**Title:**

**Title:**

November 26, 2024

Dec 3, 2024

**Date:**

**Date:**