



COPIERS AND MANAGED PRINT SERVICES

Led by the State of Colorado

Master Agreement #: _____

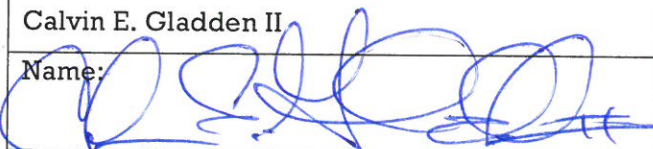
Contractor: HP Inc.

Participating State or Entity: Maryland

SUBJECT: Addendum No. 1 to Participating Addendum

1. The State of Maryland and all authorized agencies must issue purchase orders to the primary vendor (manufacturer) only, however, a manufacturer's authorized dealer can provide services, maintenance, or equipment and supply fulfillment on behalf of a manufacturer.
2. Invoicing is permissible from manufacturers only, and are not allowed from a manufacturer's authorized dealer.

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

Participating State: Maryland	Contractor: HP Inc.
By: Calvin E. Gladden II	By: Sheila Wright
Name: 	Name: <i>Sheila Wright</i>
Title: Program Manager	Title: Contracts Negotiator
Date: <i>12/20/2021</i>	Date: 11/12/2019

[Additional signatures may be required by Participating State]

For questions on executing a Participating Addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Ted Fosket
Telephone:	(907) 723-3360
Email:	tfosket@naspovaluepoint.org

[Please email fully executed PDF copy of this document to PA@naspovaluepoint.org, to support documentation of participation, and to post in appropriate data bases]

PARTICIPATING ADDENDUM



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Master Agreement #: **140596**

Contractor: **HP INC.**

Participating Entity: **STATE OF MARYLAND**

The following products and services are included in this contract portfolio:

- Group A – MFD, A3
- Group B – MFD, A4
- Group D – Single-function Printers
- Group E – Large/Wide Format Equipment
- Group F – Scanners
- Managed Print Services (MPS)
- Supplies
- Software

Master Agreement Terms and Conditions:

1. Definitions:
 - a. "Deliverable" as used in the Master Agreement and this PA means tangible work product resulting from Contractor's performance of the Services described in a Statement of Work (excluding hardware and software Products, custom Products, or modifications or enhancements to such Products). Examples include reports, assessments, presentations, project organization collateral, communication and escalation plan/management process, training plans/materials, schedules, etc.
2. Scope: This addendum covers the *Copiers & Managed Print Services* led by the State of Colorado for use by state agencies and other entities located in the Participating State [or State Entity] authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
3. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of *Maryland*. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
4. **Order of Precedence**:
 - a) A Participating Entity's Participating Addendum;
 - b) NASPO ValuePoint Master Agreement Terms & Conditions, including all Exhibits;

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- c) An Order issued against the Master Agreement;
 - d) The Solicitation, RFP-NP-18-001, Copiers and Managed Print Services;
 - e) The Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State; and
 - f) The Contractor's Supplemental Documents, including all Attachments.
- 5.

Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Debra Lee, NASPO ValuePoint Contract Sales Management Director
Address:	HP Inc., c/o Americas Contract Operations, 10400 Energy Drive, Spring, Texas 77389
Telephone:	847/537-0344 – Office; 847/922-2977 – Cell
Fax:	847/572-1336
Email:	Debra.lee@hp.com

Participating Entity

Name:	Calvin E. Gladden II
Address:	301 West Preston Street, Baltimore, MD 21201
Telephone:	410-767-4281
Fax:	
Email:	calvin.gladden@maryland.gov

6. Term of the Master Agreement:

- a) **Initial Term:** The Parties' respective performances under the Master Agreement commenced on August 8, 2019, and shall terminate on December 31, 2021, unless terminated sooner, as specified in **Section 6.10, Defaults and Remedies**, of the Master Agreement.
- b) **Extension:** The Master Agreement may be extended beyond the original contract period for up to three (3) consecutive one (1) year additional terms, upon the mutual agreement of the Lead State and Contractor, via written Amendment. The total duration of the Master Agreement, including any extensions, shall not exceed five (5) years.

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7. Participating Entity Modifications or Additions to The Master Agreement: Modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

8. Lease Agreements: **Reserved**

Lease Terms: Equipment leases are subject to the Terms and Conditions as set forth in the Master Agreement, unless otherwise agreed to. To initiate a lease, Purchasing Entity may issue a Purchase Order ("PO") and reference the type of lease (FMV, Straight, or Capital Lease) on the PO or may simply sign other transactional documents deemed acceptable to the parties.

Assignment: Contractor may assign, solely for financing purposes, upon written notification to the State of Maryland Office of State Procurement, their right title and interest in and to: (i) the Products subject to the Lease Agreement; (ii) all payments and other amounts due and to become due thereunder with respect to the Products; and (iii) all rights and remedies under this Participating Addendum with respect to the Products, such payments and other amounts due. Any such assignment however, does not excuse Contractor from bearing any obligation, terms and conditions as outlined under either the NASPO ValuePoint Master Agreement 18-001 or this Participating Addendum. Contractor intends to assign, solely for financing purposes, rights as set forth immediately above and this paragraph constitutes the required written notification to the State of Maryland Office of State Procurement.

All lease and rental programs must remain with the Contractor or Authorized Dealers through an in-house leasing program, or through the financial branch or subsidiary of the Contractor.

End of Term Notification: Contractor must notify a Purchasing Entity, in writing, of their End of Term options at least sixty (60) to ninety (90) days prior to the end of any Initial Lease or Rental Term. Such notification may include, but not be limited to, the following:

- i. Any acquisition or return options, based on the type of lease or rental agreement;
- ii. Any renewal options, if applicable; and/or
- iii. Hard drive removal and surrender cost, if applicable.

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End of Term Options: If a Purchasing Entity desires to exercise a purchase, renewal, or return of the Equipment, it shall give Contractor at least thirty (30) days written notice prior to the expiration of such lease or rental term. Notwithstanding anything to the contrary, if Purchasing Entity fails to notify Contractor of its intent with respect to the exercise of a purchase, renewal, or return of the Equipment, the Initial Lease or Rental Term shall be terminated on the date as stated in the Order and removal of the Product will be mutually arranged.

Resellers: All contractors and resellers authorized in the State of *Maryland*, as shown on the dedicated Contractor (cooperative contract) website, are approved to accept orders and provide sales, service support, and invoicing to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the Master Agreement.

9. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

All orders should contain the following (1) "PO subject to NASPO ValuePoint Contract # _____ & State Contract # _____" (2) Purchaser's, Address, Contact, & Phone-Number (3) Purchase order amount (4) Type of Lease (FMV, Straight, or Capital lease) and monthly payment (5) Itemized list of accessories (6) Service program and rates (7) Attached SOW Template if applicable.

10. Product Installation & Invoicing: Unless otherwise agreed to by both parties, signing the delivery and acceptance ("D&A") certificate constitutes Acceptance of the Product(s) and allows Contractor to invoice for the Product(s). Failure to sign the D&A or reject the Product(s) within the foregoing five (5) day period shall be deemed as Acceptance by the Purchasing Entity.

Contractor will provide timely billing and Customer will notify Contractor, in writing, of any billing concern. In order for Contractor to generate accurate service invoices, Purchasing Entities shall provide meter reads within the Contractor(s) requested timeframe.

Invoices that are generated without receiving the proper meter read information from the Purchasing Entity will not be considered inaccurate.

The Purchasing Entity shall provide written notice of any alleged invoicing issue(s) and the Contractor will be allowed a thirty (30) day cure period to address any such issue.. If after

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the cure period, the Product still has not met the standard of performance, the Purchasing Entity may, at its option:

- (1) terminate the Order;
- (2) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or,
- (3) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.

Contractor shall pay all costs related to the preparation and shipping of product returned pursuant to the section.

11. Not Specifically Priced ("NSP") Open Market Items: Not Specifically Priced (NSP) items compliment or enhance the Products and/or Services offered under the resulting Master Agreement(s). NSP items will not include:
 - i) Interactive White boards;
 - ii) Computers, monitors, or other related items;
 - iii) Fax machines;
 - iv) Overhead Projectors; and
 - v) Cameras.

NSP items may only be acquired through the Contractor(s) or their Authorized Dealer(s) and must be reported quarterly with all other sales under the resulting Master Agreement(s). NSP items must be priced at a minimum discount of 15% from MSRP or List Price. NSP items shall not be offered to a Purchasing Entity as a stand-alone option, and the maximum allowable amount of all NSP items in a single Order shall be determined by the Participating State or Entity.

12. Software: Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software. Software subscriptions shall not be subject to automatic renewals. Purchasing Entities shall have the option to finance software subscriptions by utilizing Contractor lease and rental rates. Notwithstanding the foregoing, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control. In addition, any language in a EULA which violates a participating state's constitution or a statute of that state; or violates the laws of a local entity making a purchase, will be deemed void, and of no force or effect, as applied to the participating or purchasing entity.
13. Force Majeure. Neither party to this PA shall be held responsible for performance delays or non-performance due to causes beyond its reasonable control including, without limitation, fire, riot, acts of God and/or war, delays in delivery due to industry-wide component shortages, or region-wide transportation delays, which are beyond that party's reasonable control, except for payment obligations.
14. Inspection and Testing.

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If the Product does not meet Contractor specifications during the initial period of testing, Purchasing Entity may, at its discretion, continue testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the standard of performance issue(s). If after the cure period, the Product still has not met the standard of performance, the Purchasing Entity may, at its option:

- (a) terminate the Order;
- (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or,
- (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of product returned pursuant to the section.

15. Records Administration and Audit. The following is in addition to Master Agreement section 6.2:

As used in this section, Records shall mean Contractor invoices and Purchasing Entity payment records associated with such Orders (collectively "Records").

Once every twelve (12) months per year during the Contract term, and provided the Participating Entity's Auditor provides ten (10) business day written notice, in a manner to minimize disruption to Contractor's business, and Auditor shall promptly provide Contractor with a copy of the audit results may request and Contractor will provide access to Records for the previous 12 months for the purposes of determining if the Contract charges are accurate. If Participating Entity or Purchasing Entity wishes to select a third-party auditor to perform such audit, such auditor shall sign a confidentiality agreement, reasonably agreeable to Contractor, prior to commencement of the audit, and the result of the audit shall be subject to such confidentiality agreement. These files and records shall not include any personnel-related information, product or labor cost data, proprietary data relating to Contractor's products or services, or information related to Contractor's customers. Audits shall be performed by Participating Entity or Purchasing Entity's cost during normal business hours in a manner to minimize disruption to Contractor's business, and Auditor shall promptly provide Contractor with a copy of the audit results. Records shall mean Contractor invoices and Purchasing Entity payment records associated with such Orders (collectively "Records").

16. Termination.

- (a) Either party may terminate this PA on written notice if the other fails to meet any material obligation and fails to remedy the breach within a reasonable period after being notified in writing of the details. However, termination of the HP MPS Statement(s) of Work, is governed by section 8 – Option 1 (Term, Termination & Renewal) and section 6 – Option 2 (Expiration, Termination and Renewal) of the HP MPS Statements(s) of Work.
- (b) HP may suspend or cancel performance of open Orders or services if Customer fails to make payments when due.
- (c) If either party becomes insolvent, unable to pay debts when due, files for or is subject to bankruptcy or receivership or asset assignment, the other party may terminate this PA and cancel any unfulfilled obligations.
- (d) All Orders, Statements of Work, Leases, and other agreements entered into under the terms of the Master Agreement and this PA, shall survive termination of the Master Agreement and this PA, unless otherwise terminated as provided herein.



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17. Maintenance Service Level Agreements: Purchasing Entities are subject to the Contractor "Maintenance Service Level Agreement" provided in Participating Addendum **Exhibit A**.
18. Managed Print Services ("MPS") Level Agreement: Purchasing Entities are subject to the Contractor "Managed Print Service Level Agreement" provided in Participating Addendum **Exhibit B**. Contractor(s) may not provide MPS maintenance or repair Services on any Devices that are being leased or rented to a Purchasing Entity by another Manufacturer, unless they have a written agreement with the Manufacturer to do so.
19. MPS Statement of Work Template: All MPS engagements shall require the Contractor and Purchasing Entity to complete a detailed statement of work, similar to the format provided in Participating Addendum **Exhibit C (MPS Statement of Work)**, and it must be approved by both parties prior to the initiation of any engagement.

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

Participating Entity: State of Maryland Office of State Procurement	Contractor: HP Inc.
Signature: 	Signature: <i>Sheila Wright</i>
Name: Calvin E. Gladden II	Name: Sheila Wright
Title: Program Manager	Title: Contracts Negotiator
Date: <i>12/20/2019</i>	Date: 10/22/2019

[Additional signatures may be added if required by the Participating Entity]



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