



COPIERS & MANAGED PRINT SERVICES
Led by the State of Colorado

Participating Addendum #: 2020COPIERS0001

Master Agreement #: 140596

Contractor: HP INC.

Participating Entity: STATE OF ALASKA

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. Scope: This addendum covers the NASPO ValuePoint Master Agreement for Copiers and 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.
2. 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 Alaska. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Debra Lee
Address:	10400 Energy Drive Spring, Texas 77389
Telephone:	847/537-0344
Email:	Debra.lee@hp.com



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Participating Entity

Name:	State of Alaska
Address:	333 Willoughby Avenue, SOB, 8 th Floor Juneau, AK 99801
Telephone:	907-465-5674
Email:	Eric.verrelli@alaska.gov

4. 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.

Additions to the Master Agreement:

Order of Precedence:

- a) A Participating Entity's Participating Addendum;
- b) NASPO ValuePoint Master Agreement Terms & Conditions, including all Exhibits;
- 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: A-I.

Administrative Fees: The Master Agreement allows Participating States and Entities to incorporate an administrative fee into the published Master Agreement pricing.

Contractor shall submit a check, payable to the State of Alaska, remitted to the Department of Administration, Division of General Services for the calculated amount equal to 1.5% of the net sales for the quarterly period including but not limited to: leases, purchases, maintenance agreements, or any other spending under this contract for State of Alaska agencies and Political Subdivisions.

Contractor must include the PA Number on the check. Those checks submitted to the State without the PA Number will be returned to Contractor for additional identifying information.



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Administrative fee checks shall be submitted to:

ATTN: Purchasing Section
State of Alaska
Department of Administration
Division of General Services
PO Box 110210
Juneau, AK 99811-0210

The administrative fee shall not be included as an adjustment to Contractor's Master Agreement pricing and shall not be invoiced or charged to the ordering agency.

Payment of the administrative fee is due irrespective of payment status on any orders from a Purchasing Entity.

Administrative fee checks are due for each quarter as follows:

<u>Reporting Period</u>	<u>Due Date</u>
State Fiscal Quarter 1 (Jul 1 - Sept 30):	Oct 31
State Fiscal Quarter 2 (Oct 1 - Dec 31):	Jan 31
State Fiscal Quarter 3 (Jan 1 - Mar 31):	Apr 30
State Fiscal Quarter 4 (Apr 1 - Jun 30):	Jul 31

Any quarter with zero sales must be reported as zero sales. This may be done electronically via email to the State of Alaska contact listed in this PA.

Purchasing Options for Executive Branch Agencies: All groups offered (A, B, D, E, F, MPS, Supplies, and Software) will be available to all State of Alaska agencies.

Purchasing Options for Non-Executive Branch Agencies and Political Subdivisions: Non-executive branch agencies will be allowed to negotiate any of the purchase and finance options available in this contract.

Supplemental Documents: The Contractor's Supplemental Documents are attached to the Master Agreement as **Attachment A through Attachment D, in the State of Alaska Participating Addendum.**

No additional documents will be signed, by purchasing entity both government agency or political subdivision, no additional terms and conditions will be placed on orders through the dealer/reseller. If a purchasing entity mistakenly agrees to additional terms not included in this Participating Addendum or Master Agreement, those terms and conditions voided.

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Reporting: Detailed Sales Data Required Reports: Contractor must submit quarterly reports to the Contracting Officer assigned by the State to manage this Participating Addendum. Report must show detailed sales data by customer type, e.g. state entity, local government, higher education and K12. These reports are due thirty days after the end of the quarter.

The state of Alaska will require all reporting from past contracts (NV1715, 3091, and B27174) on one usage report, the administrative fee will apply to all sales under all existing agreements.

<u>Reporting Period</u>	<u>Due Date</u>
State Fiscal Quarter 1 (Jul 1 - Sept 30):	Oct 31
State Fiscal Quarter 2 (Oct 1 - Dec 31):	Jan 31
State Fiscal Quarter 3 (Jan 1 - Mar 31):	Apr 30
State Fiscal Quarter 4 (Apr 1 - Jun 30):	Jul 31

(NOTE: submitting a copy of the detailed report that is submitted to NASPO for the state of Alaska will suffice)

Shipping and Delivery Requirements

Shipping: Section 4.8 of the master agreement is incorporated into this participating addendum. Please see shipping requirements in section 4.8 of the master agreement document.

Website Requirement: The Contractor NASPO ValuePoint website for Alaska must include at a minimum the following:

- a. Detailed information regarding all the products and options available through this contract;
- b. Local sales contact information;
- c. Single point of contact for order and invoice issues;
- d. An escalation path for unresolved issues; and
- e. Instructions pertaining to remote device placements.

Inspection and Testing: Per **Section 4.10.3** of the Master Agreement, confirmation of Product Acceptance occurs upon signature of **Exhibit B (Sample D&A Certificate)**, or within five (5) Business Days after Product install, unless otherwise stated in a Participating Addendum.

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:

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- (a) Declare Contractor to be in breach;
- (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.

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”).

Purchasing entity reserves the right to request an audit in writing if they believe over charges have been made, or at least once every twelve (12) months per year during the Contract term for an annual audit at their discretion, 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. 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.

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.

Termination.

- (i) 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.
- (ii) HP may suspend or cancel performance of open Orders or services if Customer fails to make payments when due after 30 days and have been adequately notified, in writing, of payment needing to be made.
- (iii) 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.
- (iv) All Orders, Statements of Work, Leases, and other agreements entered into under the terms of the Master Agreement and this PA, shall survive

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termination of the Master Agreement and this PA, unless otherwise terminated as provided herein.

Remedies. The Master Agreement and this PA states all remedies for warranty claims. To the extent permitted by law, Contractor disclaims all other warranties.

Limitation of Liability. Contractor's liability to Participating Entity under this PA is limited to the greater of \$1,000,000 or the amount payable by Participating Entity to Contractor for the relevant Order. Neither Participating Entity nor Contractor will be liable for lost revenues or profits, , loss or damage to data or indirect, special or consequential costs or damages. This provision does not limit either party's liability for: unauthorized use of intellectual property, death or bodily injury caused by their negligence; acts of fraud; willful repudiation of the Participating Addendum; nor any liability which may not be excluded or limited by applicable law.

Entire Agreement. The Master Agreement, solicitation document, submitted proposal, and this PA represents the parties' entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist

5. Lease Agreements:

- (a) 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, \$1 Buyout, or Straight Lease) on the PO and shall execute either the Master Agreement Attachment A (Hewlett-Packard Financial Services, Master Lease Purchase Agreement) or Master Agreement Attachment B (Hewlett-Packard Financial Services, Master FMV Lease Agreement).
- (b) Third Party Leasing Company: Contractor shall use a Third-Party leasing company for all Lease transactions, specifically Hewlett-Packard Financial Services ("HPFS"). However, all contractual obligations shall remain with the Contractor.
- (c) HPFS holds all rights 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.
- (d) 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 Term. Such notification may include, but not be limited to, the following:
 - i. Any acquisition or return options, based on the type of Lease agreement;
 - ii. Any renewal options, if applicable; and/or

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- iii. Hard drive removal and surrender cost, if applicable.
- (e) 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 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 Term shall be terminated on the date as stated in the Order and removal of the Product will be mutually arranged.
6. Resellers: All contractors and resellers authorized in the State of Alaska, 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.
7. 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 is subject to NASPO ValuePoint Master Agreement, Contract # 140596, and the Participating Addendum, Contract # 2020Copiers0001" (2) Purchasing Entity Name, Address, Contact, & Phone-Number (3) Order amount (4) Type of Order (Purchase, FMV Lease, \$1 Buyout Lease or Straight Lease) and purchase amount, or monthly payment amount (5) Itemized list of accessories (6) Type of Service program and rates (7) Any Supplemental Documents, including the MPS SOW Template (if applicable).

8. 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.



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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. Failure on the Contractor(s) part to maintain accurate invoicing shall result in a \$25.00 per instance credit on the following month's invoice.

9. 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 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.
10. Maintenance Service Level Agreements: Purchasing Entities are subject to the Contractor "Maintenance Service Level Agreement" provided in Participating Addendum **Exhibit A**.
11. 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.
12. 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.



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

Participating Entity: State of Alaska	Contractor: HP Inc.
Signature: 	Signature: 
Name: Eric Verrelli	Name: Colleen F Lively
Title: Statewide Contracting Officer III	Title: Contracts Administrator
Date: 12/16/2019	Date: 12/16/2019

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 posting in
appropriate data bases.