

**COPIERS AND MANAGED PRINT SERVICES**

Led by the State of Colorado

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Master Agreement #: **140596**

Contractor: **HP Inc.**

Participating State or Entity: **State of Iowa**

Iowa Participating Addendum/State Contract Number: **20232**

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

- i. Group A – MFD, A3
  - ii. Group B – MFD, A4
  - iii. Group D – Single-function Printers
  - iv. Group E – Large/Wide Format Equipment
  - v. Group F – Scanners
  - vi. Managed Print Services (MPS)
  - vii. Supplies
  - viii. Software
1. **Scope:** This Participating Addendum (“Addendum” or “PA”) covers HP Inc.’s (“HP” or Contractor”) 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/Entity and authorized by that state’s statutes to utilize state contracts with the prior approval of the state’s Chief Procurement Officer.
  2. **Participation:** Use of specific NASPO ValuePoint cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state’s statutes to use state contracts are subject to the approval of the respective state Chief Procurement Officer. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Officer.
  3. **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.



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Led by the State of Colorado

---

**4. Participating State or Entity Modifications or Additions to the Master Agreement:** The following are items that each Participating State or Entity should consider when drafting a Participating Addendum:

**(a) State specific terms and conditions:**

**(1) Payment Terms:** Payment shall be governed by Iowa Code § 8A.514. Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered (unless the parties agree to partial shipment or deliveries) or the date a correct invoice is received, whichever is later. After 60 days the Contractor may assess overdue account charges up to a minimum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card," at the time of order placement only, with no additional charge.

**(2) Reports:** The Contractor shall submit quarterly reports to the Participating State Contract Administrator showing all sales made quarterly against this Participating Addendum within the State of Iowa. Such reports will show the quantities and dollar volume of purchases by each Purchaser.

**(3) Discounts:** Contractor's US List prices stated on the Contractor's approved NASPO ValuePoint Master Agreement web site shall be discounted using the discounts and price lists approved and agreed to with NASPO ValuePoint Master Agreement, which can be found at: [www.hp.com/buy/naspovpcopiermps](http://www.hp.com/buy/naspovpcopiermps). The stated discounts are considered to be the minimum discount offered. The Contractor and/or its Fulfillment Partners may offer, within written quotes, a higher discount than the approved minimum discount for volume purchases or for competitive reasons.

**(4) Affirmative Action:** The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law, executive orders, and rules of the Iowa Department of Administrative Services. The Contractor, its employees, agents, and subcontractors shall comply with all federal and state laws applicable to this Participating Addendum, orders when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment (e.g., Iowa Code chapter 216 and section 19B.7) and the use of targeted small businesses as subcontractors and suppliers. Upon the State's written request, the Contractor shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121.

**(b) Administrative Fees:** Without affecting the approved Product or Service prices or discounts specified in the Master Agreement and this Participating Addendum, the State of Iowa shall be entitled to receive a one percent (1.00%) administrative fee on all sales made within the State of Iowa against this agreement. The administration fee due to the State of Iowa shall be paid quarterly by Contractor directly to the Participating State, made payable to the "Iowa Department of Administrative Services".



**COPIERS AND MANAGED PRINT SERVICES**

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**Send to:**

State of Iowa - DAS/Central Procurement  
Attention: DAS-CP COO  
1305 E. Walnut St.  
Des Moines, IA50319

**Schedule:**

Quarter Ending

March 31  
June 30  
September 30  
December 31

Report Due

April 30  
July 31  
October 31  
January 31

- (c) **Authorized Dealers:** All Contractor approved Dealers are listed in Master Agreement **Exhibit C (Authorized Dealers by State)**. The Participating State or Entity may limit the number of Dealers they use, and/or request that the Contractor approve additional Dealers. The Contractor Dealer's participation will be in accordance with the terms and conditions set forth in the Master Agreement, and as included in PA section 9.(b).
- (d) **Product Offerings:** The Contractor is authorized to provide Products as referenced on the first page of this template, and as detailed in **Section 4.3, Product Offerings**, of the Master Agreement. Each Participating State or Entity shall determine what Product Offerings they will limit, if any, in their Participating Addendum. Additional consideration should be given to the following:
- (1) **Third-Party Software**
  - (2) **Consumable Supplies**
  - (3) **Emerging Technologies**
- (e) **Service Offerings:** The Contractor is authorized to provide Services as referenced on the first page of this template, and as detailed in **Section 4.4, Service Offerings**, of the Master Agreement. Each Participating State or Entity shall determine what Service Offerings they will limit, if any, in their Participating Addendum. Additional consideration should be given to the following:
- (1) **Managed Print Services – Attachment D (HP MPS Statement of Work)**, of the Master Agreement, provides a framework for any ensuing MPS engagement. Prior to any commencement, all MPS engagements must be agreed to and signed by both Purchasing Entity and Contractor
  - (2) **Maintenance Agreements:**
    - i. Automatic renewals are not permitted under the Master Agreement.
    - ii. Contractor shall have the ability to blend the Service and Supply costs over a large Equipment fleet.
    - iii. **Manual Meter Reads** - As part of its Services, Contractor may, at its discretion and dependent upon device capabilities, provide electronic remote meter reading and

**COPIERS AND MANAGED PRINT  
SERVICES**

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---

equipment monitoring. This may allow for automated meter reading and submission, automatic placement of low toner alerts, automatic placement of service calls in the event of a critical Product failure and may enable firmware upgrades.

- iv. **Customer-Owned Equipment**
- v. **Leased Equipment**
- vi. **Legacy Equipment**

**(3) Service Requirements** – Participating States and Entities may negotiate their own Service Level Agreement (SLA) with the Contractor; however, the minimum requirements are outlined in **Section 4.4.3(b)** of the Master Agreement, and in **Exhibit F (HP Standard SLA)**. Additional consideration should be given to the following:

- i. **Service Level Calculations**
- ii. **Reporting**

**(f) Purchase and Lease Programs:** Per **Section 4.5** of the Master Agreement the Contractor is authorized and/or required to provide and adhere to the following:

**(1) Acquisition Methods** – Participating States and Entities should determine which options they will allow:

- i. Purchase
- ii. Straight Lease

**(2) Leasing Terms and Conditions** – Equipment leases are subject to the Terms and Conditions as set forth in the Master Agreement, and as negotiated by the Participating State or Entity.

**(g) Modifications:** Participating State or Entity must check one of the boxes below. These modifications or additions apply only to actions and relationships within the Participating State or Entity. A Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to their contractual relationship with the Contractor under the Terms and Conditions of the State of Colorado NASPO ValuePoint Master Agreement.

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:

**5. Master Price Agreement Number:** All purchase orders issued by Purchasing Entities within the jurisdiction of this Participating Addendum shall include the NASPO ValuePoint Master Agreement number: **140596**

**6. Orders:** Any Order placed by a Purchasing Entity for a Product and/or Service available under the Master Agreement shall be deemed to be a sale under (and governed by the prices and other



**COPIERS AND MANAGED PRINT SERVICES**

Led by the State of Colorado

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.

Orders can be made out to (a) Contractor or (b) Authorized Dealers as approved by Contractor and the Participating State or Entity. To the extent the Purchasing Entity and the Contractor agree on additional terms, the terms will be documented on the Purchasing Entity Order, and signed by both parties.

All orders should contain the following (1) "PO is subject to NASPO ValuePoint Master Agreement, Contract # 140596, and the Participating Addendum, Contract # 20232 (2) Purchasing Entity Name, Address, Contact, & Phone-Number (3) Order amount (4) Type of Order (Purchase 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).

7. **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:	10400 Energy Drive, Spring, Texas 77389
Telephone:	847/537-0344 – Office; 847/922-2977 – Cell
Fax:	847/572-1336
Email:	<a href="mailto:Debra.lee@hp.com">Debra.lee@hp.com</a>

Participating Entity

Name	Kelli Sizenbach
Address	1305 E Walnut Ave, 3 <sup>rd</sup> Flr, Des Moines, IA 50319
Telephone	515.725.2275
E-mail	<a href="mailto:Kelli.sizenbach@iowa.gov">Kelli.sizenbach@iowa.gov</a>

8. **Terms:** The Participating State or Entity is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with applicable law.

9. **HP Additional Provisions**

(a) **Definitions:**

(1) "Effective Date" means the date of full execution of this Participating Addendum.

(b) **Partner Utilization (Dealers):** Each Participating State/Entity represented by NASPO ValuePoint participating in this Master Agreement independently have the option of utilizing HP partners. Only partners approved by this Participating State/Entity may be deployed. The

**COPIERS AND MANAGED PRINT  
SERVICES**

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---

Participating State/Entity may define the process to add and remove partners and may define the partner's role in this PA. Contractor's partners' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement and this PA. Approved partners are shown on the Contractor's dedicated website for the Participating Entity and its respective eligible Purchasing Entities.

Contractor has the following two (2) distinct Partner (Dealer) Programs: (1) Reseller Agent Program; and (2) Fulfillment Subcontractor Program, and Participating State will participate in both Programs. For Contractor Program (2), Participating State requires the following:

- Only six (6) Fulfillment Subcontractors shall participate;
- Of the 6, three (3) are mandated to be located in Iowa and three (3) are not required to be located in Iowa; and
- All Fulfillment Subcontractors must be registered with the State, in good standing, current on tax payments, and participate in E-Verify.

**(1) Reseller Agent Program:**

- i. Under the Reseller Agent Program the purchase order ("Order") is made out to HP Inc. ("HP"). HP fulfills and ships the Order to the Purchasing Entity and invoices the Purchasing Entity directly. The Reseller Agents provides 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. Any HP authorized Reseller Agent(s) as selected by the procuring entity is authorized under this PA.
- ii. Payment is 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 State/Entity Contract Number. HP Order information, including the HP remittance address, is available in the Information Center located at the HP website: [www.hp.com/buy/nasповpcopiermps](http://www.hp.com/buy/nasповpcopiermps).

**(2) Fulfillment Subcontractor Program:**

- i. Under this 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) under this PA are as mutually agreed by the parties.
- ii. Orders and payment are issued by the Purchasing Entity direct to the named Fulfillment Subcontractor under the Fulfillment Subcontractor Program. Orders must include the Participating State/Entity Contract Number.
- iii. When a Servicing Subcontractor is available to support Maintenance Services and Managed Print Services, Contractor will request approval participating via email.

**COPIERS AND MANAGED PRINT  
SERVICES**

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- (c) **Not Specifically Priced Open Market Items**: Not Specifically Priced (“NSP”) items are not included in Contractor’s Master Agreement or this PA.
- (d) **Cumulative Rights**. The various rights, powers, options, elections and remedies of any party provided in this PA, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled.
- (e) **Limitation of Liability**. Notwithstanding anything in this PA to the contrary, and solely to the extent permitted by applicable laws, rules and regulations: (a) the maximum liability of either party under this PA for direct damages shall be one times the Contract Value (“Contract Value” is defined as the aggregate total compensation to be paid under the entire term of the PA, including all renewals and extensions); and (b) Contractor shall not be liable for consequential, incidental, indirect, special, or punitive damages under this PA; provided, however, under no circumstances shall the foregoing limitations (a) and (b) or any other provision in this PA that either limits Contractor’s liability or provides for sole or exclusive remedies apply to any losses, damages, expenses, costs, settlement amounts, legal fees, judgments, actions, claims, or any other liability arising out of or relating to:
- i. Intentional torts, criminal acts, fraudulent conduct, intentional or willful misconduct, or gross negligence;
  - ii. Death, bodily injury, or damage to real or personal property;
  - iii. Any contractual obligations of Contractor pertaining to indemnification; intellectual property; liquidated damages; compliance with applicable laws; confidential information; and/or Security Breach;
  - iv. Claims arising under this PA calling for indemnification of the Participating Entity or for third-party claims against the Participating Entity for bodily injury to persons or for damage to real or tangible personal property caused by Contractor’s negligence or willful conduct.
- (f) **Survival**. Any terms in the PA, which by their nature extend beyond termination or expiration of the PA will remain in effect until fulfilled and will apply to both parties’ respective successors and permitted assigns.
- (g) **Entire Agreement**. The Master Agreement and this PA represents the parties’ entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist.



**COPIERS AND MANAGED PRINT SERVICES**

Led by the State of Colorado

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

Participating State: State of Iowa	Contractor: HP Inc.
By: <i>Kelli Sizenbach</i>	By: <i>Colleen F. Lively</i>
Name: Kelli Sizenbach	Name: Colleen F Lively
Title: Purchasing Agent	Title: Contracts Administrator
Date: 2/3/2020	Date: 1/31/2020

For questions on executing a Participating Addendum, please contact:

**NASPO ValuePoint**

Cooperative Development Coordinator:	Ted Fosket
Telephone:	(907) 723-3360
Email:	<a href="mailto:tfosket@naspovaluepoint.org">tfosket@naspovaluepoint.org</a>

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