

COPIERS & MANAGED PRINT SERVICES
Led by the State of Colorado

Master Agreement #: **140596**

Contractor: **HP INC.**

Participating Entity: **STATE OF ALABAMA**

Alabama State Contract #: **140596-AL02**

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

- Group E – Large/Wide Format Equipment
- Supplies specific to leased or purchased equipment from this agreement
- Software not covered on existing statewide contracts

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the *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 must be used by all state agencies currently under the purview of the State of Alabama, Division of Purchasing. State agencies that have their own procurement authority have the option to use this agreement. Institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of *Alabama* also have the option to use this agreement. 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 (office) or (847) 922-2977 (cell)
Fax:	(847) 572-1336
Email:	Debra.Lee@hp.com



COPIERS & MANAGED PRINT SERVICES
Led by the State of Colorado

Participating Entity

Name:	Jennifer Loretz, Senior Buyer
Address:	100 N. Union Street, Ste 192, Montgomery, AL
Telephone:	334-242-7250
Fax:	334-242-4419
Email:	Jennifer.loretz@purchasing.alabama.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.

Choice of Law, Venue:

This Participating Addendum and all agreements relating to purchases or leases resulting therefrom will be governed by the laws of the State of Alabama and the sole venue for litigation will be the Circuit Court of Montgomery County, Alabama. No other court shall have jurisdiction.

Immigration:

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Open Trade/No Boycott:

For the term of this contract, Contractor represents that it is not currently engaged in, and agrees not to engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this State can enjoy open trade.

Dispute Resolution:

In the event of any dispute between the parties arising from this Participating Addendum and any agreement relating to purchases or leases resulting therefrom,

COPIERS & MANAGED PRINT SERVICES

Led by the State of Colorado

senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, contractor's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar Association.

Conflict of Law:

If any provision of this Participating Addendum shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then that conflicting provision in the Participating Addendum shall be deemed null and void.

No Indemnification:

Contractor acknowledges and agrees that, under the terms of this Participating Addendum and agreements relating to purchases or leases resulting therefrom, the State is prohibited from indemnifying the Contractor. The State does not agree to and will not indemnify the Contractor for any reason.

Order of Precedence:

Section 1.3 of the Master Agreement, which includes paragraphs 1.3.1 and 1.3.2, is hereby incorporated into this Participating Addendum by reference.

Assignment:

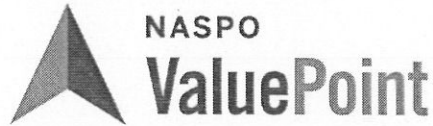
Contractor acknowledges and agrees that Alabama Code Section 41-16-29 prohibits assignment of contracts without the written consent of the State and the requisitioning agency.

Not to Constitute a Debt to the State:

The terms and commitments contained in this master agreement shall not constitute a debt to the State of Alabama, in the incurring of which is prohibited by Section 213 of the Office Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

Vendor Subscription:

Contract vendors must maintain a Vendor Self Service (VSS) profile and be actively subscribed and remain active with State Purchasing for the life of the contract.



COPIERS & MANAGED PRINT SERVICES

Led by the State of Colorado

Subscriptions may be completed by following the "Pay Subscription Fee" link at <https://procurement.staars.alabama.gov> or follow the Vendor Self Service link at www.purchasing.alabama.gov.

Disclosure Statement:

Section 41-16-82, Code of Alabama 1975 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

Administrative fee:

Awarded bidder(s) are to pay the State an administrative fee for all sales paid under this contract. This fee will be 1.0% (0.01) of the total dollar amount for all sales paid. The fee is to be remitted the first month of each quarter before the 20th and will represent a single, one-time payment for all sales paid during the prior quarter and as adjusted for errors associated with earlier quarters. This fee is not to be listed as a separate cost on invoices. The awarded bidder(s) will be required to provide a summary report each quarter before the 20th listing sales paid during the prior calendar quarter. This report is to include the quarter being reported, the master agreement number, purchasing entity, sales amount, and fee amount. A report is due even when there is no activity. This report is to be sent electronically to telecom.admin@oit.alabama.gov. A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting quarter and master agreement number. Failure to comply with provisions of this paragraph will be grounds for termination of the contract(s).

Reports and Payments will be due according to the following schedule:

October, November, December – Due by January 20th

January, February, March – Due by April 20th

April, May, June – Due by July 20th

July, August, September – Due by October 20th

Remittance is to be payable to the "State of Alabama Department of Finance" and be sent to:

Alabama Department of Finance
Division of Accounting and Administration
PO Box 300658
Montgomery, Alabama 36130-0658

COPIERS & MANAGED PRINT SERVICES

Led by the State of Colorado

Electronic Payments:

Vendors must accept multiple forms of electronic payment at no additional cost to the State. Payment forms include but are not limited to state issued credit cards, P-cards, EFT or other forms of electronic payment.

Late Payments:

Penalty for agencies paying invoices late may not exceed the rate charged by State of Alabama Comptroller's Office per the Code of Alabama, Section 41-16-3 and as established by the Secretary of the Treasury under the authority of 26 U.S.C. §6621.

Non-appropriation of funds:

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration:

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Order Options:

Group E (large/wide format): Contract users have the option to lease equipment and any necessary accessories for a 36-, 48- or 60-month fixed term. Contract users may opt for the buy-out in Group E. Vendors awarded this group may not provide a brand that is already listed on this contract.

Contract users may purchase equipment and any necessary accessories outright.

Software – EULAs will be the responsibility of the contract user.

All equipment procured from this agreement must be new or newly manufactured.

COPIERS & MANAGED PRINT SERVICES

Led by the State of Colorado

Maintenance:

Paper is **EXCLUDED** as part of maintenance coverage for all groups.

State Purchasing Vendor Expo:

Contract holders are required to attend the Vendor Expo in the initial year of this agreement (2020). Participation is optional for the remainder of the contract term. Contractor agrees to attend the 2020 Vendor Expo; provided the State gives 30-days advance notification/details of the event to Contractor's contact, who is identified in section 3 (Primary Contacts).

5. Lease Agreements

- (a) Lease Terms: The State of Alabama and Hewlett-Packard Financial Services ("HPFS") will enter into Master Lease Agreements on behalf of the State's Contract users to include the Master Agreement Attachment A (HPFS, Master Lease Purchase Agreement) or Master Agreement Attachment B (HPFS, Master FMV Lease Agreement). Equipment leases are subject to the Terms and Conditions as set forth in the Master Agreement, unless otherwise agreed to. To initiate a lease, State Contract users will only need to complete the equipment lease Schedule (Lease, Exhibit A) to identify the equipment to be leased. Other non-State Purchasing Entities shall execute either the Master Agreement Attachment A (HPFS, Master Lease Purchase Agreement) or Master Agreement Attachment B (HPFS, Master FMV Lease Agreement) to initiate either an FMV, Straight, or Capital Lease.
- (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
 - iii. Hard drive removal and surrender cost, if applicable.

COPIERS & MANAGED PRINT SERVICES

Led by the State of Colorado

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- (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 resellers authorized in the State of Alabama, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support 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. **The State of Alabama reserves the right to allow resellers to receive orders and invoice at a later date.**

Local authorized dealers should be located within the State of Alabama. The State may allow out of state dealers IF there are no instate dealers located within a 60-mile radius of the contract user.

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 subject to NASPO ValuePoint Contract # 140596 & State Contract # 140596-AL02"; (2) Purchaser's, Address, Contact, & Phone-Number; (3) Purchase order amount; (4) Type of Lease (FMV, \$1 Buy Out, or Straight lease) and monthly payment; (5) Itemized list of accessories; (6) Service program and rates; and (7) Attached 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.

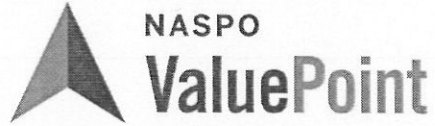
Invoices that are generated without receiving the proper meter read information from the Purchasing Entity will not be considered inaccurate.

COPIERS & MANAGED PRINT SERVICES

Led by the State of Colorado



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. 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. HP Additional Provisions:
 - (a) 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, downtime costs, 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.
 - (b) 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.
 - (c) Remedies. The Master Agreement and this PA state all remedies for warranty claims. To the extent permitted by law, Contractor disclaims all other warranties.



COPIERS & 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 Entity: Alabama	Contractor: HP Inc.
Signature: 	Signature: 
Name: Michael A. Jones	Name: Judith M. Alexander
Title: State Purchasing Director	Title: Senior Counsel, State/Local Government and Education
Date: 3/25/2020	Date: March 24, 2020

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.

COPIERS & MANAGED PRINT SERVICES
 Led by the State of Colorado

Exhibit A
Maintenance Service Level Agreement

OPERATIONAL: SERVICE LEVEL AGREEMENTS					
SLA No.	Assigned Weight	SLA	SLA Measurement Criteria	Measurement	Target
OP1	20%	Fleet Uptime	Percentage of availability of in-scope devices with 100% functionality during normal working hours	Fleet Uptime% = Minutes Fleet Available / Minutes Fleet Required Measured	97%
OP2	20%	Remote Management Center Availability	Availability to Receive Service Requests via Integrated Service Ticket System, Phone (Toll-Free #) or Online Portal	24 x 7 x 365	100%
OP3	20%	Break/Fix Remote Response	Telephone or email response	Within 4 Business Hours 8AM – 5PM Local Time Excluding National Holidays in Country. Minimum of 20 events required.	98%
OP4	20%	Break/Fix On-site Response	For issues not resolved remotely, on- site response at Customer facility	Next Business Day 8AM – 5PM Local Time Excluding National Holidays in Country. Minimum of 20 events required.	97%
OP5	20%	Supplies Management	No device downtime due to lack of consumable supplies or preventative maintenance parts being delivered to a Customer site	24 x 7 x 365	97%

Hardware Technical Support Service

HP Hardware Technical Support Service includes:

- Priority Phone Support
- Afterhours Phone Support (optional)

COPIERS & MANAGED PRINT SERVICES

Led by the State of Colorado

- Hardware Support

HP Priority Phone Support

HP Priority Phone Support is available business days from 8:00 a.m. to 5:00 p.m. local time, Monday through Friday. Local coverage hours may vary by time zone.

HP Priority Phone Support includes:

- Call response time within 4 business hours of logging ticket, 8:00 a.m. to 5:00 p.m. local time
- Single dedicated number for end-user or administrator access
- Technical assistance and troubleshooting
- Repair diagnosis and customer engineer dispatch
- Supplies Management Services support
- Event management and follow-up at the same phone number
- Contract questions and referrals

Afterhours Phone Support (Optional)

HP Priority Phone Support covers support during regular office hours. Afterhours Phone Support provides access to support personnel 24 hours per day.

Hardware Support

Hardware Support service options include:

Next Business Day On-Site Response 9x5

Next Business Day On-Site Response 9x5 will be provided if a service call is placed any business day before 4:00 p.m. local time. A HP representative will arrive on-site to begin hardware repair the next business day after the service request has been logged. Calls placed after 4:00 p.m. will be logged the next business day. This service is not available for all devices. Coverage window is 8:30 a.m. to 5:30 p.m., Monday to Friday excluding local public holidays. HP will dispatch an HP-authorized service technician on-site only if the problem has not been resolved remotely.

4-hour On-Site Response 9x5

Same day 4-hour response will be provided if a service call is placed any business day before 1:00 p.m. local time. A HP representative will arrive on-site to begin hardware repair within four (4) hours after the service request has been logged. Calls placed after 1:00 p.m. will be logged the next business day. This service is not available for all devices. Coverage window is 8:30 a.m. to 5:30 p.m., Monday through Friday excluding local public holidays. HP will dispatch an HP-authorized service technician on-site only if the problem has not been resolved remotely.

Fleet Uptime

HP will use reasonable commercial efforts to provide a Fleet Uptime SLA equal to 97% average as calculated monthly, pursuant to the terms herein. A minimum Uptime SLA Fleet of

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Led by the State of Colorado

fifty (50) Devices is required to be installed and deployed as a prerequisite to begin and continue tracking and calculating Fleet Uptime SLA. In addition, there shall be one (1) full calendar year quarter following installation and deployment of the Uptime SLA Fleet, known as a stabilization quarter, before the calculation of Fleet Uptime percentage begins.

HP Fleet Manager

HP Fleet Manager allows Purchasing Entities to view the overall 'health' of the fleet as well as drill down to each device to see exact usage patterns, supplies levels and status of any outstanding consumables orders. Fleet Manager identifies under- or over-utilized devices, making performance and usage patterns easily visible. Non-reporting devices are also identified so that appropriate action can be taken.