



Idaho Division of Purchasing

Participating Addendum

Purchase Order Name: Copiers and Printers
Contract Number: PADD20200274
Contract Value: \$ 500,000.00 USD
Purchase Order Date: 2/9/2021
Submitted By: Arianne Quignon
Contract Term: 2/9/2021 – 12/31/2021

Supplier

HP INC.
11403 Compaq Center Drive W
Attn: SLED Contracts
Houston
TX, 95762
Phone: +1 281-927-8426
Fax: +1 000-000-0000
Email: naspovppc-aco@hp.com

Shipping Details

Ship FOB: Destination, Prepaid
Shipping Instructions: Ship to Ordering Agency

Bill To Address

DOP - Various State Agencies
State of Idaho
Various Locations See
Below for Details on
Specific Locations
Various, Idaho 83702
Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Ship To Address

Ship to Ordering Agency
Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Payment Details

Payment Terms: Net 30

Participating Addendum

NOTICE OF STATEWIDE CONTRACT (PADD) AWARD

This Contract is for Copiers and Printers, awarded pursuant to State of Colorado Master Agreement [[Parent Contract]], issued as a cooperative contract in conjunction with NASPO ValuePoint. This Contract is issued on behalf of State of Idaho Agencies, institutions, departments, and eligible public agencies as defined by Idaho Code Section 67-2327 and shall be for the period noted above. It may be amended, renewed, or extended upon mutual, written agreement of the parties, as detailed in the RFP.

Contract Type: Open

Public Agency Clause: Yes

Contractor Contact: Catherine Bingham

Phone: +1 281-927-8426

E-mail: nas povppc-aco@hp.com

This Contract is to be drawn upon as requested by the Ordering Agency for the period noted above. THIS NOTICE OF AWARD IS NOT AN ORDER TO SHIP. Purchase orders against this PADD will be furnished by the Ordering Agency on whose behalf this Contract is made. Contractor must ship and bill directly to the Ordering Agency. DO NOT INVOICE DOP unless DOP is the Ordering Agency. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

QUANTITIES: DOP can only give approximations of quantities; no maximum or minimum quantities can be guaranteed.

This PADD, including any attached files, constitutes the State of Idaho's acceptance of your signed Proposal (including any electronic submission), which is incorporated herein by reference. In the event of any inconsistency, precedence shall be given in the following order:

1. This PADD
2. State of Colorado's original sourcing event, NP-18-001
3. The Contractor's signed Proposal

Special Instructions:

Internal Comments:

Total USD \$ 500,000.00

Signed By: Arianne Quignon

Signature: 

COPIERS & MANAGED PRINT SERVICES
Led by the State of Colorado

Master Agreement #: **140596**
Contractor: **HP INC.**
Participating Entity: **STATE OF IDAHO**
Participating Addendum Number: **PADD20200274**

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

- Group B – A4 MFD’s
- Group D – Single Function Printers
- Supplies for equipment purchased under this Participating Addendum (PADD)
- Software for use solely on equipment leased or purchased under this PADD
- Accessories for Discontinued Base Units

Purchases for new products only are permitted under this PADD. No Managed Print Services are allowed under this PADD.

Master Agreement Terms and Conditions:

1. Scope: This PADD covers purchases of equipment within the Groups listed above (including related maintenance, supplies or software) under the solicitation 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 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 for Copiers and Managed Print Services, Number 140596 (“NASPO ValuePoint Master Agreement” or “Master Agreement”) may be used by all state agencies, state institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of Idaho. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Term: This PADD will be effective on the date of last signature, below, and continue through **December 31, 2021**, unless extended, renewed or terminated earlier. **Note:** The State of Idaho Placement Form (or order) and HP Maintenance Services, which is Option 1 to Attachment D-1 of the Master Agreement, issued prior to the termination of this PADD shall survive the termination of this PADD; and the provisions of this PADD (including all incorporated documents) will continue to be in full force and effect with regard to any orders issued against this PADD prior to its termination.



COPIERS & MANAGED PRINT SERVICES
Led by the State of Colorado

Volume Placement: For purposes of this PADD, a volume placement consists of more than (1) machine in one (1) order. The Ordering Entity and the Contractor may negotiate an additional discount for volume placement when placing an Order for equipment for purchase at one time. Nothing in this PADD prohibits Ordering Entities and Contractor from negotiating additional discounts, based on other factors.

4. Purchased Equipment: Equipment purchases may be exercised by Ordering Entities, in accordance with the policies of their individual agencies.

To initiate a purchase under this PADD, Ordering Entities coordinate with Contractor or Contractor's authorized resellers to complete a Placement Form (**Exhibit A**– Sample Placement Form). A signed Placement Form is the only authorized document to bind the Contractor and Ordering Entity under this PADD.

Taxes: Ordering Entities are public agencies and exempt from the payment of sales or property tax. Any taxes associated with the sale of Products under this Contract are tax exempt. An ST-101 will be provided to Contractor upon request by the Ordering Entity.

5. Purchases with Maintenance Agreement: Ordering Entities with existing equipment or purchasing new equipment, under this PADD, have the option to enter into Option 1 of Attachment D-1 (HP Maintenance Services) of the Master Agreement with the Contractor for various terms. For all Agreements placed under this PADD, a Placement Form must be filled out detailing the Terms for each piece of Equipment. Agreements shall incorporate installation and full connectivity as well as toner and products, if applicable.
6. Primary Contacts: The primary contact individuals for this PADD are as follows (or their named successors):

Contractor

Name:	Debra Lee
Address:	c/o NACCO 10400 Energy Drive Spring, Texas 77389
Telephone:	(847) 537-0344
Email:	Debra.Lee@HP.com



COPIERS & MANAGED PRINT SERVICES
Led by the State of Colorado

Participating Entity

Name:	Arianne Quignon, Purchasing Officer
Address:	304 N 8 th Street, Room 403, Boise, ID 83702
Telephone:	208-332-1604
Fax:	208-327-7320
Email:	Arianne.quignon@adm.idaho.gov

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.

7.1 Assignment: In accordance with Idaho Code 67-9230(1), no contract or order or any interest therein (i.e. this PADD or individual orders placed against this PADD) shall be transferred by the Contractor to whom such contract or order is given to any other party, without the approval in writing of the Administrator of the Division of Purchasing. Transfer of a contract without approval shall cause the annulment of the contract so transferred, at the option of the Participating State. All rights of action, however, for any breach of this PADD by the contracting parties are reserved to the Participating State.

7.2 Amendments: Amendments to the Master Agreement (including, but not limited to extensions, renewals, and modifications to the terms, conditions and pricing) will automatically be incorporated in this PADD unless the Participating State elects not to incorporate an amendment by providing written notification to Contractor, which notice must be provided within ten (10) business days of the date of the amendment to the Master Agreement, in order to be effective. Failure to provide notice will result in the Master Agreement amendment automatically being incorporated in this PADD.

7.3 Governing Law: Notwithstanding any provision to the contrary, the state of Idaho's PADD and all orders issued under the PADD by Ordering Entities within the state of Idaho, shall be construed in accordance with and governed by the laws of the state of Idaho. Any action to force the provisions of this PADD shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PADD is held to be invalid or unenforceable by a court, the remaining terms of this PADD will remain in full force and effect.

7.4 Administrative Fee and Quarterly Usage Report: The prices to be paid by the Ordering Entities shall be inclusive of a one and one quarter percent (1.25%) Administrative Fee (the Participating State understands and agrees that Contractor will raise the negotiated Price Agreement prices by this amount). This additional percentage represents the Ordering Entity's contract usage administrative



COPIERS & MANAGED PRINT SERVICES
Led by the State of Colorado

fee. On a quarterly basis, Contractor will remit to **State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075** an amount equal to one and one quarter percent (1.25%) of Contractor's net (sales minus credits) quarterly Contract sales.

***For Example:** If the total of your net sales to Ordering Entities for one quarter = \$10,000, you would remit $\$10,000 \times 0.0125 = \mathbf{\$125}$ to the Division of Purchasing for that quarter, along with the required quarterly usage report.*

Contractor will furnish detailed usage reports as designated by the Participating State. In ADDITION to any required detailed usage reports, Contractor must also submit a summary quarterly report of purchases made from the Contract utilizing the **PADD SUMMARY USAGE REPORT FORM** available for download at http://purchasing.idaho.gov/vendor_forms.html. A Summary Usage Report Form must be submitted for each quarter (enter "0" if no purchases were made during a quarter), and must include a breakdown of purchases by Entity Type (i.e. State Agency, Higher Education, K-12, City, County and 'other'), as provided on the Form.

Reporting Timeline (Fiscal Year Quarters):		Fee and Report Due:
1 st Quarter	July 1 - Sept 30	October 31st
2 nd Quarter	Oct 1 - Dec 31	January 31st
3 rd Quarter	Jan 1 - Mar 31	April 30 th
4 th Quarter	Apr 1 - Jun 30	July 31 st

E-mail your completed Quarterly Summary Usage Reports to purchasing@adm.idaho.gov. Mail your check, in the amount of the Quarterly Administrative Fee, to: **State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075**.

7.5 Resellers: All contractors and resellers authorized in the State of Idaho, as shown on the state of Idaho's 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.

7.6 Orders: Any order placed by an Ordering Entity for a product and/or service available from the 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 #PADD20200274" (2) Purchaser's, Address, Contact, & Phone-Number (3) Purchase order amount (4) Itemized list of accessories (5) Service program and rates (6) Attached SOW Template if applicable.

7.7 Software: Ordering Entities that acquire software shall be subject to the license agreements distributed with such software. Purchasing Entities that acquire software shall be subject to the

COPIERS & MANAGED PRINT SERVICES

Led by the State of Colorado

license agreements distributed with such software, as provided by Contractor upon Order placement. However, the Master Agreement will supersede and control if there is conflicting language between it, and any software license agreement.

7.8 Maintenance Service Level Agreements: Purchasing Entities are subject to the Contractor "Maintenance Service Level Agreement" provided in NASPO ValuePoint Copier MPS Master Agreement, EXHIBIT F, HP STANDARD SLA.

8. **Additional Contractor Provisions:**

8.1 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 "Audit 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 Audit Records 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. Pursuant to Idaho Code section 74-102(13) the use of a third-party auditor shall not alter the application of the Idaho Public Records Act to the records of the audit and the confidentiality agreement shall not prevent the examination or copying of a public record. The files and records accessed during the audit shall not include any personnel-related information, any parts, production 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.

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

8.3 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 or arising from the acts or omissions of such party; acts of fraud; willful repudiation of the Participating Addendum; or damage to real or personal property caused by or arising from the acts or omissions of such party; nor any liability which may not be excluded or limited by applicable law.



COPIERS & MANAGED PRINT SERVICES

Led by the State of Colorado

8.4 **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 & 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: State of Idaho, Division of Purchasing	Contractor: HP Inc.
Signature: <i>Arianne Quignon</i>	Signature: <i>Catherine Bingham</i>
Name: Arianne Quignon	Name: Catherine Bingham
Title: Purchasing Officer	Title: Contract Administrator
Date: 2/9/2021	Date: February 9, 2021

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.

EXHIBIT A
STATEWIDE COPIER AND PRINTER CONTRACT
EQUIPMENT PLACEMENT FORM

**STATEWIDE COPIER AND PRINTER CONTRACT
EQUIPMENT PLACEMENT FORM**

PO Date: _____ (1) Agency PO # _____ (5)
 Agency: _____ (2)
 Agency Contact: _____ (3) Contractor: _____ (6)
 Street / PO Box: _____ (4)
 City, Zip: _____ Delivery (7) Business Days ARO

(8)	(10)	(11)
Category	Brand	Model

(12) Day Warranty (Purchases Only)

Lease				
Lease Period	# of Years		Yes	No
(3, 4 or 5 years)	(13)	Equip Maintenance	X	(14)
		Supplies Included		

For Purchased Equipment		
	Yes	No
Equipment Maintenance		
Supplies Included		

- Note:** *Monthly Lease Price* INCLUDES equipment maintenance below - Supplies are ONLY included in per impression charge.
- Note:** *Monthly Price* for PURCHASED machines with maintenance includes lubrication, cleaning, routine & preventive maintenance, travel, labor and materials including all replacement parts. Does not include supplies.
- Note:** *Impression Charge* for PURCHASED machines with maintenance includes all additional service over and above that covered in the Monthly Charge agreement, and all supplies except paper; does not include after hours service.

Copier / Printer Location: _____ (15)

 City, State, Zip _____
 Agency Contact: _____ Phone: _____

Anticipated Delivery Date: (26)

EQUIPMENT AND ACCESSORIES	Product Code	LEASE		PURCHASE		
		Equipment Service Only	Equip Service w/ Supplies	Equipment Service Only	Equip Service w/ Supplies	
Equipment / Option Description		Monthly Lease Price	(per Impression Charge)	Purchase Price	Monthly Price	(per Impression Charge)
(21)	(21)	(16)	(17)	(18)	(19)	(20)
		\$	/ea	\$	\$	/ea
		\$	/ea	\$	\$	/ea
		\$	/ea	\$	\$	/ea
		\$	/ea	\$	\$	/ea
		\$	/ea	\$	\$	/ea
		\$	/ea	\$	\$	/ea
		\$	/ea	\$	\$	/ea
		\$	/ea	\$	\$	/ea
		\$	/ea	\$	\$	/ea
Total for Equipment & Accessories/Options		(22)	(22)	(22)	(22)	(22)

Special Instructions: _____ (23)

 Include Pricing for end of life Harddrive _____
 destruction or erasure. _____

This order is placed pursuant to the Master Agreement executed by and between the Contractor and the State of Colorado, and PADD's as executed by the Division of Purchasing and the Contractor. By signing below the agency agrees to the terms and conditions contained therein.

 (24) (Agency Authorized Signature) _____ (25) _____
 _____ (Date)

The Dealer/Manufacturer shall send One (1) complete copy of this Equipment Placement Form to the Division of Purchasing. Email to purchasing@adm.idaho.gov when issued.

STATEWIDE COPIER AND PRINTER CONTRACT ORDERING INSTRUCTIONS

The Statewide Copier and Printer Contract is a mandatory contract. If the equipment on contract does not meet the needs of your agency, submit a written justification on a Request for Exemption from a Mandatory Use Contract stating why the equipment on contract does not meet your requirements to DOP.

State Agencies are to submit their completed EQUIPMENT PLACEMENT FORM directly to the applicable Contractor, or have the Contractor fill out for the Agency. After determining the appropriate Item and Category Number needed, complete the EQUIPMENT PLACEMENT FORM for the particular equipment needed, including all add-on equipment parts.

The EQUIPMENT PLACEMENT FORM is the only documentation REQUIRED to Purchase or Lease on this contract.

**For any Questions on this form, please contact:
Arianne Quignon 208.322.1604 or arianne.quignon@adm.idaho.gov**

INSTRUCTIONS: Complete the blanks on the EQUIPMENT PLACEMENT FORM as follows:
BLUE FIELDS ARE MANDATORY

PURCHASE OR LEASE
(1) Purchase Order Date, (2) Agency Name, (3) Agency Contact Name (4) Agency Bill-to City & Zip Code, (5) Agency Purchase Order Number, (6) Contractor name, (7) Delivery ARO, (after receipt of order), (8) Category of equipment, (10) Brand, (11) Model, (12) Warranty Period; for purchased machines; (13) Lease period (YEARS, if leasing) or, (14) Check Block depending on what type of maintenance is desired; (15) Placement location of equipment & contact person name, address & phone; (16) Monthly equipment lease charge, (17) Impression Charge for leased machines, (18) Purchase Price for purchased equipment or accessories, (19) Monthly Price for Equipment Maintenance Only, (20) Impression Charge for Supplies on Purchased Equipment; (21) Description & Product Code for any options to be included; (22) Total Costs, including any accessories; (23) Any special instructions needed, (24) Agency Authorized Signature, (25) Date of signature, and (26) anticipated Delivery Date of equipment.

Contractors may fill out form on behalf of Agency.

**STATEWIDE COPIER AND PRINTER CONTRACT
EQUIPMENT PLACEMENT FORM**

PO Date: _____ Agency PO # _____
 Agency: _____
 Agency Contact: _____ Dealer: _____
 Street / PO Box: _____
 City, Zip: _____ Delivery Business Days ARO

--	--	--

Day Warranty (Purchases Only)

Category **Brand** **Model**

Lease				
Lease Period	# of Years		Yes	No
(3, 4, 5 or 6 years)		Equip Maintenance	X	
		Supplies Included		

For Purchased Equipment		
	Yes	No
Equipment Maintenance		
Supplies Included		

- Note:** *Monthly Lease Price* INCLUDES equipment maintenance below - Supplies are ONLY included in per impression charge.
Note: *Monthly Price* for PURCHASED machines with maintenance includes lubrication, cleaning, routine & preventive maintenance, travel, labor and materials including all replacement parts. Does not include supplies.
Note: *Impression Charge* for PURCHASED machines with maintenance includes all additional service over and above that covered in the Monthly Charge agreement, and all supplies except paper; does not include after hours service.

Copier / Printer Location: _____

 City, State, Zip _____
 Agency Contact: _____ Phone: _____

Anticipated Delivery Date: _____

EQUIPMENT AND ACCESSORIES		LEASE		PURCHASE		
		Equipment Service Only	Equip Service w/ Supplies		Equipment Service Only	Equip Service w/ Supplies
Equipment / Option Description	Product Code	Monthly Lease Price	(per Impression Charge)	Purchase Price	Monthly Price	(per Impression Charge)
		\$	/ea	\$	\$	/ea
		\$	/ea	\$	\$	/ea
		\$	/ea	\$	\$	/ea
		\$	/ea	\$	\$	/ea
		\$	/ea	\$	\$	/ea
		\$	/ea	\$	\$	/ea
		\$	/ea	\$	\$	/ea
		\$	/ea	\$	\$	/ea
		\$	/ea	\$	\$	/ea
		\$	/ea	\$	\$	/ea
Total for Equipment & Accessories/Options		\$	/ea	\$	\$	/ea

Special Instructions: _____
 Include Pricing for end of life Harddrive _____
 destruction or erasure. _____

This order is placed pursuant to the Master Agreement executed by and between the Contractor and the State of Colorado, and PADD's as executed by the Division of Purchasing and the Contractor. By signing below the agency agrees to the terms and conditions contained therein.

 (Agency Authorized Signature)

 Date

The Dealer/Manufacturer shall send One (1) complete copy of this Equipment Placement Form to the Division of Purchasing. Email to purchasing@adm.idaho.gov when issued.