

PARTICIPATING ADDENDUM AMENDMENT

CONTRACT NAME AND NUMBER: COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES – 022-HP Inc.

AMENDMENT NUMBER: 1

This Amendment is made to the Participating Addendum for Computer Equipment, Peripherals & Related Services (Participating Addendum) between the State of North Dakota (Participating Entity), and HP Inc. (Contractor).

Participating Addendum Section V. Scope, item b. Equipment Leasing/Rental is amended to allow equipment leasing and rental for all institutions under the jurisdiction of the State Board of Higher Education, other government entities (including counties, cities, townships, public primary and secondary educational entities, governmental boards and commissions), nonprofit entities established on behalf of public entities, tribal agencies, transportation providers under N.D.C.C § 39-04.2, and the International Peace Garden. State Agencies are excluded from equipment leasing and rentals.

All other terms of the Participating Addendum remain in effect. This Contract Amendment is not effective until fully executed by all parties.

EXECUTION

HP INC.	STATE OF NORTH DAKOTA
BY: 	BY: 
Printed Name: Barbara Aceves	Printed Name: Abigail Dschaak
Title: Contracts Specialist	Title: State Procurement Officer
Date: 01/29/2024	Date: 1/30/2024

Participating Addendum Number 022-HP Inc.
for
COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES
between
State of North Dakota
and
HP Inc.

This Participating Addendum (PA) is entered into by the State of North Dakota ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number 23011, executed by Contractor and the State of Minnesota for Computer Equipment, Peripherals & Related Services ("Master Agreement"):

HP Inc. ("Contractor")
1501 Page Mill Road
Palo Alto, CA 94304-1126

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Debra Lee
Director, Contract Sales Management
10300 Energy Drive
Spring, TX 77389
debra.lee@hp.com
847.537.0344

For Participating Entity:

Abby Dschaak
Procurement Officer
600 East Boulevard Ave, Dept 012
Bismarck, ND 58505
aadschaak@nd.gov
701-328-4912

- II. TERM.** This Participating Addendum is effective as of November 1, 2023 and will be coterminous with the Master Agreement (terminate, renew or extend), unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- III. PARTICIPATION AND USAGE.** This Participating Addendum, established pursuant to N.D.C.C § 54-44.4-13, may be used by all state agencies, institutions under the jurisdiction of the State Board of Higher Education, other government entities (including counties, cities, townships, public primary and secondary educational entities, governmental boards and commissions), nonprofit entities established on behalf of public entities, tribal agencies, transportation providers under N.D.C.C § 39-04.2, and the International Peace Garden. Participating Entity has sole authority to determine which additional entities authorized by state statute are eligible to use this Participating Addendum. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.
- IV. GOVERNING LAW.** This Participating Addendum is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Participating Addendum must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota. Each Party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.
- V. SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to the Contractor and Participating Entity and Purchasing Entities.
- a. Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.

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- b. Equipment Leasing/Rental.** Equipment leasing and rental is not allowed under this Participating Addendum.
- c. Equipment Trade-in, Takeback and/or Recycling Program.** Trade-in, takeback and/or recycling of products by agencies covered by this Addendum are subject to approval of OMB State Surplus Property pursuant to N.D.C.C. § 54-44.4.6.
- d. Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.

VI. AMENDMENTS. Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by the Participating Entity in writing to Contractor via written amendment hereto.

VII. ORDER OF PRECEDENCE.

- a. Participating Entity's Participating Addendum; Participating Entity's PA shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with Contractor under the terms of the Master Agreement;
- b. The Master Agreement;
- c. The Solicitation including all Addenda; and
- d. Contractor's response to the Solicitation.

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Except for the terms included in the Attachment and Exhibits hereto, no other terms and conditions shall apply, including terms listed or referenced on the Contractor's website, in the Contractor's quotations or in similar documents subsequently provided by the Contractor, unless otherwise agreed by the Parties.

VIII. ORDERS. Purchasing Entities may place orders under this Participating Addendum by referencing the Participating Addendum Number on an Order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.

IX. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE. Quarterly reports will be provided by Contractor to Participating Entity showing a summary of each sale to include Purchasing Entity, description and amount.

X. FEDERAL FUNDING REQUIREMENTS. Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.

XI. ATTACHMENTS. This Participating Addendum includes Attachment A: Participating Entity Modifications and Additions to Master Agreement Terms and Conditions.

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XII. NOTICE. Any notice required herein shall be sent to the following:

For Contractor:

Debra Lee
Director, Contract Sales Management
debra.lee@hp.comContact
847.537.0344

For Participating Entity:

Abby Dschaak
Procurement Officer
600 East Boulevard Ave, Dept 012
Bismarck, ND 58505
aadschaak@nv.gov
701-328-4912

With a copy of legal notices to:

HP Inc.
Chief Legal Officer
1501 Page Mill Road
Palo Alto, CA 94304

XIII. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT. Upon execution, Contractor shall email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. While Participating Entity will maintain the official record of this Participating Addendum, the Parties agree that this Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

XIV. ASSIGNMENT. Neither Party may, nor will it have the power to, assign or novate this Participating Addendum without the written consent of the other Party.

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

XVI. 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.

XVII. SURVIVAL. Any terms in this 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.

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SIGNATURE

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

CONTRACTOR:



Signature

Barbara Aceves

Printed Name

Contracts Specialist

Title

09/12/2023

Date

PARTICIPATING ENTITY:



Signature

Abigail Dschaak

Printed Name

State Procurement Officer

Title

9-14-23

Date

**Attachment A – Participating Entity Modifications and Additions to
Master Agreement Terms and Conditions**

I. CONFIGURATION LIMITS (SUPPLEMENTS MASTER AGREEMENT #4)

- a. Convenience Black and White Copiers with Speed in Impressions per Minute (IPM) 90 or greater
- b. Convenience Hybrid Copiers with Speed in Impressions per Minute (IPM) 50 or greater
- c. Any Production Black and White Copiers
- d. Any Wide Format Copiers
- e. Any Color Production Copiers

II. TERMINATION (SUPPLEMENTS MASTER AGREEMENT, EXHIBIT A: NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS, ITEM #42)

Termination for Lack of Funding or Authority

Participating Entity, by written notice to Contractor, may terminate the whole or any part of this Participating Addendum under any of the following conditions:

- a. If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for purchase of the services or goods in the indicated quantities or term.
- b. If federal or state laws or rules are modified or interpreted in a way that the services or good are no longer allowable or appropriate for purchase under this Participating Addendum or are no longer eligible for the funding proposed for payments authorized by this Participating Addendum.
- c. If any license, permit, or certificate required by law or rule, or by the terms of this Participating Addendum, is for any reason denied, revoked, suspended, or not renewed.

Termination of this Participating Addendum under this subsection is without prejudice to any obligations or liabilities of either Party already accrued prior to termination.

III. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

Contractor agrees to comply with all applicable federal and state laws, rules, and policies, including those relating to nondiscrimination, accessibility and civil rights. (See N.D.C.C. Title 34 – Labor and Employment, specifically N.D.C.C. ch. 34-06.1 Equal Pay for Men and Women.)

Contractor agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, unemployment compensation and workers' compensation premiums.

Contractor shall have and keep current all licenses and permits required by law during the Term of this Participating Addendum all licenses and permits required by law.

Contractor is prohibited from boycotting Israel for the duration of this Participating Addendum. (See N.D.C.C § 54-44.4-15.) Contractor represents that it does not and will not engage in a boycotting Israel during the term of this Participating Addendum. If Participating Entity receives evidence that Contractor boycotts Israel,

Participating Entity shall determine whether the company boycotts Israel. The foregoing does not apply to contracts with a total value of less than \$100,000 or if Contractor has fewer than ten full-time employees.

Contractor's failure to comply with this section may be deemed a material breach by Contractor entitling Participating Entity to terminate in accordance with the Termination for Cause section of the Master Agreement, Exhibit A: NASPO ValuePoint Master Agreement Terms and Conditions, item 42.

IV. INJUNCTIVE RELIEF (SUPPLEMENTS MASTER AGREEMENT, EXHIBIT A: NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS, ITEM 40)

Contractor shall immediately report to Participating Entity any and all unauthorized disclosures or uses of Participating Entity's confidential information or proprietary information of which Contractor or its staff is aware or has knowledge. Contractor acknowledges that any unauthorized publication or disclosure of Participating Entity's confidential information or proprietary information to others may cause immediate and irreparable harm to Participating Entity. If Contractor should publish or disclose such confidential information or proprietary information without authorization, Participating Entity shall immediately be entitled to injunctive relief or any other remedies to which it is entitled under law or equity without requiring a cure period. Contractor shall indemnify, defend, and hold harmless Participating Entity from all damages, costs, liabilities, and expenses (including without limitation reasonable attorneys' fees) caused by or arising from Contractor's unauthorized use or disclosure of Participating Entity's confidential information or proprietary information. As a condition to these indemnity obligations, Participating Entity will provide Contractor with prompt notice of any claim of which Participating Entity is aware and for which indemnification shall be sought under this Participating Addendum and shall cooperate in all reasonable respects with Contractor in connection with any such claim and grants Contractor sole defense of such claims. In connection with such claims, Contractor will pay all defense costs, settlement amounts, court awarded damages (including court costs and reasonable attorneys' fees), and third-party costs incurred by Participating Entity at the request of Contractor in connection with the defense of the claim.

V. INDEMNIFICATION (SUPPLEMENTS MASTER AGREEMENT, EXHIBIT A: NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS, ITEM 34)

- a. Any reference to "gross" is deleted.
- b. Any attorney appointed to represent the State must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08. Contractor also agrees to reimburse the State for all costs, expenses and attorneys' fees incurred if the State prevails in an action against Contractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Participating Addendum.

VI. INSURANCE (REPLACES MASTER AGREEMENT, EXHIBIT A: NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS, ITEM 28.B.1)

Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$2,000,000 per occurrence.

VII. CONFIDENTIALITY (REPLACES MASTER AGREEMENT, EXHIBIT A: NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS, ITEM 40A)

Contractor shall not use or disclose any information it receives from Participating Entity under this Participating Addendum that Participating Entity has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Participating Addendum or as authorized in advance by Participating Entity. Participating Entity shall not disclose any information it receives from Contractor that Contractor has previously identified as confidential and that Participating Entity determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota public records law, [N.D.C.C. ch. 44-04](#). The duty of Participating Entity and Contractor to

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maintain confidentiality of information under this section continues beyond the Term of this Participating Addendum.

VIII. COMPLIANCE WITH PUBLIC RECORDS LAWS

Under the North Dakota public records law and subject to the Confidentiality clause of this Participating Addendum, certain records may be open to the public upon request.

Public records may include: (a) records Participating Entity receives from Contractor under this Participating Addendum, (b) records obtained by either Party under this Participating Addendum, and (c) records generated by either Party under this Participating Addendum.

Contractor agrees to contact Participating Entity immediately upon receiving a request for information under the public records law and to comply with Participating Entity's instructions on how to respond to such request.

IX. SPOILIATION – NOTICE OF POTENTIAL CLAIMS

Contractor shall promptly notify Participating Entity of all potential claims that arise or result from this Participating Addendum. Contractor shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to Participating Entity the opportunity to review and inspect such evidence, including the scene of an accident.

X. SEVERABILITY

If any term of this Participating Addendum is declared to be illegal or unenforceable by a court having competent jurisdiction, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the Parties are to be construed and enforced as if this Participating Addendum did not contain that term.

**XI. APPLICABLE LAW AND VENUE (REPLACES MASTER AGREEMENT, EXHIBIT A: NASPO
VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS, ITEM 39)**

This Participating Addendum is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Participating Addendum must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota. Each Party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.

XII. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

BY ENTERING THIS PARTICIPATING ADDENDUM, PARTICIPATING ENTITY DOES NOT AGREE TO BINDING ARBITRATION, MEDIATION, OR ANY OTHER FORM OF MANDATORY ALTERNATIVE DISPUTE RESOLUTION. THE PARTIES MAY ENFORCE THE RIGHTS AND REMEDIES IN JUDICIAL PROCEEDINGS. PARTICIPATING ENTITY DOES NOT WAIVE ANY RIGHT TO A JURY TRIAL.

XIII. STATE AUDIT

Pursuant to N.D.C.C. § 54-10-19, all records, regardless of physical form, and the accounting practices and procedures of Contractor relevant to this Participating Addendum are subject to examination by the North Dakota State Auditor, the Auditor's designee, or Federal auditors, if required. Contractor shall maintain these records for at least three (3) years following completion of this Participating Addendum and be able to provide them upon reasonable notice. Participating Entity, State Auditor, or Auditor's designee shall provide reasonable notice to Contractor prior to conducting examination.