

Notice of Contract Purchase Agreement



**State Of Rhode Island
Department of Administration
Division of Purchases
One Capitol Hill
Providence, RI 02908-5860**

V E N D O R	HP INC DBA HP INC ATTN NACCO DEPT MS BLDG 2-4-F SPRING, TX 77389-1864 United States
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S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
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MPA 345 FY24 - NASPO VALUEPOINT - COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES	
Award Number	3870714
Revision Number	0
Effective Period	29-JAN-2024 - 30-JUN-2025
Approved PO Date	30-JAN-2024
Vendor Number	13679

Type of Requisition	*OTHER
Requisition Number	
Change Order Requisition Number	
Solicitation Number	29720
Freight	Paid
Payment Terms	NET 30
Buyer	- Nadeau, Jonathan
Requester Name	
Work Telephone	

This Purchase Order is issued pursuant to and in accordance with the terms and conditions of the solicitation and applicable federal, state, and local law, including the State of Rhode Island's General Conditions of Purchase which are incorporated herein by reference contain specific contract terms applicable to this Purchase Order. See: <https://rules.sos.ri.gov/regulations/part/220-30-00-13>

PO 3870714

DATES:

01/29/2024 - 06/30/2025

THERE ARE THREE (3) OPTIONS TO RENEW

STATE OF RHODE ISLAND MPA-345 FY24 - NASPO MASTER AGREEMENT 23011

INVOICE TO
IMMEDIATE VENDOR ACTION REQUIRED: Paperless Invoicing is now required. Vendors who do not currently invoice electronically must comply. Get Instructions at : http://controller.admin.ri.gov/documents/Communications/Vendor%20Information/Paperless%20Invoicing%20Initiative_09-01-2020.pdf
REGISTRATION REQUIREMENTS
IMMEDIATE VENDOR ACTION REQUIRED: ALL vendors with an existing Purchase Order must be registered in OCEAN STATE PROCURES(OSP). Get Instructions at : https://www.ridop.ri.gov/osp/osp-vendor-registration.php

STATE PURCHASING AGENT
 Nancy R. McIntyre

THIS CONTRACT IS A NASPO VALUEPOINT COOPERATIVE AGREEMENT THAT THE STATE OF RHODE ISLAND IS PARTICIPATING IN.

AGENCY CONTACT:

JONATHAN NADEAU

jonathan.nadeau@purchasing.ri.gov

SUPPLIER CONTACT:

DEBRA LEE

debra.lee@hp.com

847-537-0344

Reference Documents: MPA 345 - HP Inc - For approval
- Rhode Island NASPO PC PA
HPLF - AMR.pdf

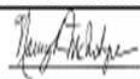
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STATE PURCHASING AGENT

Nancy R. McIntyre

Contract Terms and Conditions

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Terms and Conditions**PURCHASE ORDER STANDARD TERMS AND CONDITIONS****TERMS AND CONDITIONS FOR THIS PURCHASE ORDER****CAMPAIGN FINANCE COMPLIANCE**

CAMPAIGN FINANCE: In accordance with RI General Law 17-27-2, Every person or business entity providing goods or services of \$5,000 or more, and has in the preceding 24 months, contributed an aggregate amount in excess of \$250 within a calendar year to any general officer, or candidate for general office, any member, or candidate for general assembly, or political party, is required to electronically file an affidavit regarding political contributions at: <https://secure.ricampaignfinance.com/RhodeIslandCF/Public/VendorAffidavit.aspx>

ARRA SUPPLEMENTAL TERMS AND CONDITIONS

For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009, Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009, Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.

DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:

No vendor engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.

For all Purchase Orders issued on behalf of the University of Rhode Island, Community College of Rhode Island, and Rhode Island College, vendors will receive a confirming order from the respective entity prior to proceeding.

MASTER PRICE AGREEMENT CONTRACT ADMINISTRATIVE FEE

In 2017 the General Assembly amended the "State Purchases Act", R. I. Gen. Laws § 37-2-12 (b) to authorize the Chief Purchasing Officer to establish, charge and collect from vendors listed on master price agreements ("MPA") a contract administrative fee not to exceed one percent (1%) of the total value of the annual spend against their MPA contracts. All contract administrative fees collected from MPA vendors shall be deposited into a restricted receipt account which shall be used for the purposes of implementing and maintaining an online eProcurement system and other costs related to State procurement. In accordance with this legislative initiative the Division of Purchases is upgrading the State procurement system through the purchase and installation of an eProcurement system.

The contract administrative fee shall be applicable to all purchase orders issued relative to State MPA contracts. Therefore, effective January 1, 2020 all MPA contracts shall be assessed the 1% contract administrative fee.

INSURANCE REQUIREMENTS (ADDITIONAL)

ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION & INDEMNITY, ETC., MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "SHIP TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT. FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.

MULTI YEAR AWARD

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

BLANKET PAYMENT

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

EQUAL OPPORTUNITY COMPLIANCE

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

PURCHASE AGREEMENT AWARD

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal

amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

AUTHORIZATION AND RELEASE

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.

Participating Addendum Number 3870714
for
COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES
between
State of Rhode Island
and
HP Inc

This Participating Addendum is entered into by State of Rhode Island ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in HP Inc's NASPO ValuePoint Master Agreement Number 23011, executed by Contractor and the State of Minnesota ("Lead State") for Computer Equipment, Peripherals & Related Services effective July 1, 2023 ("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

Participating Entity's contact for this Participating Addendum is:

Jonathan Nadeau
Senior Procurement Specialist
jonathan.nadeau@purchasing.ri.gov
401-574-8133

- II. TERM.** This Participating Addendum is effective as of the date of issuance of the corresponding Purchase Agreement incorporating and approving all of the terms in this Participating Addendum without modification or addition by the State of Rhode Island, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- III. PARTICIPATION AND USAGE.** This Participating Addendum may be used by all State agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the State. Participating Entity has sole authority to determine which entities 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.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, federal laws and Participating Entity's laws.
- 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.
 - b. Leasing:** Leasing and Managed Device agreement is allowed if the eligible agencies have the authority to finance a purchase
 - c. Configuration Dollar Limits:** The configuration limit threshold for Peripherals is specifically increased to \$30,000.

**Participating Addendum Number 3870714 for
COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES**

Between **State of Rhode Island** and
HP Inc

- 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 if issued a separate Purchase Agreement by the State of Rhode Island, the terms of which shall incorporate and approve all of the terms in this Participating Addendum without modification or addition. 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.

Only Partners approved by Participating Entity may be utilized. Participating Entity may define the process to add and remove Partners and may further define the Partner's role in this Participating Addendum. Participation by Contractor's Partners will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement and this Participating Addendum. Approved Partners are identified on Contractor's dedicated website for the Participating Entity and its respective eligible Purchasing Entities.

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum upon execution of an updated Participating Addendum and memorialized via revision to the corresponding Purchase Agreement issued by the State of Rhode Island.

Cooperative (NASPO) Participating Addendum:

- Any Purchase Agreement and/or Purchase Order arising from a Participating Addendum shall be subject to the Rhode Island "State Purchases Act", R. I. Gen. Laws § 37-2-1, *et seq.* and the Rhode Island General Conditions of Purchase (<https://rules.sos.ri.gov/regulations/part/220-30-00-13>) included as Attachment A to this Participating Addendum. Notwithstanding the foregoing, the State agrees that, as allowed by the Rhode Island General Conditions of Purchase Section 13.33, the terms of any Purchase Agreement and/or Purchase Order arising from this Participating Addendum are agreed to and approved as alternate terms and shall replace any conflicting or additional terms contained in the Rhode Island General Conditions of Purchase. Insurance requirements as set forth in the original solicitation must be met for the duration of the corresponding Purchase Agreement term.
- Jurisdiction and venue for any lawsuits arising here from shall be in the Providence Superior Court and claims arising in the United States shall be governed by the laws of the State of Rhode Island without reference to its principles of conflicts of laws.
- Vendors must be fully registered in Ocean State Procures ("OSP") before a Purchase Agreement is issued to memorialize the duly executed Participating Addendum.

VI. ORDER OF PRECEDENCE.

As allowed by the Rhode Island General Conditions of Purchase Section 13.4.B, the Participating Entity agrees and approves that the following order of precedence shall apply to this Participating Addendum over any other statutory or regulatory order of precedence:

- 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;
- The Master Agreement;
- The Solicitation including all Addenda; and
- Contractor's response to the Solicitation.

**Participating Addendum Number 3870714 for
COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES**

Between **State of Rhode Island** and
HP Inc

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, and as stated in Purchase Orders issued by the State of Rhode Island Division of Purchases in relation to this PA, 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.

- VII. 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.
- VIII. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.**
- In 2017, the General Assembly amended the "State Purchases Act", R. I. Gen. Laws, § 37-2-12(b), to authorize the Chief Purchasing Officer to establish, charge and collect from vendors listed on master price agreements ("MPA") a contract administrative fee not to exceed one percent (1%) of the total value of the annual spend against their MPA contracts. All contract administrative fees collected from MPA vendors shall be deposited into a restricted receipt account which shall be used for the purposes of implementing and maintaining an online eProcurement system and other costs related to State procurement. In accordance with this legislative initiative the Division of Purchases is upgrading the State procurement system through the purchase and installation of an eProcurement system. The contract administrative fee shall be applicable to all Purchase Agreements/Orders issued relative to Statewide MPA contracts.
- IX. 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.
- X. INFORMATION TECHNOLOGY SECURITY STANDARDS.**
- To the extent that the policies and standards (a) align with industry standard security frameworks (e.g. NIST 800-53, ISO 27001), (b) do not materially increase the cost of providing services or products under this Agreement, (c) do not endanger Supplier security, and (d) do not require the violation of confidentiality obligations."
- XI. ATTACHMENTS.** This Participating Addendum includes the following attachments:
- a.** Attachment A: Rhode Island General Conditions of Purchase
- XII. NOTICE.** Any notice required herein shall be sent to the following:

For Contractor:

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

With a copy of legal notices to:

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

**Participating Addendum Number 3870714 for
COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES**

Between **State of Rhode Island** and
HP Inc

For Participating Entity:

Jonathan Nadeau
Senior Procurement Specialist
Jonathan.nadeau@purchasing.ri.gov
401-574-8133

- XIII. 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.
- XIV. REMEDIES.** The Master Agreement and this PA states all remedies for warranty claims. To the extent permitted by law, Contractor disclaims all other warranties.
- XV. ENTIRE AGREEMENT.** The Master Agreement, this PA, and any resulting Purchase Orders issued by the State of Rhode Island Division of Purchases represents the parties' entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist.
- XVI. 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.
- XVII. 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.

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

Fernanda Cazares

Printed Name

Contracts Specialist

Title

1/24/2024

Date

PARTICIPATING ENTITY:

Amanda M. Rivers

Digitally signed by Amanda M. Rivers
Date: 2024.01.25 13:10:17 -05'00'

Signature

Amanda Rivers

Printed Name

Deputy Purchasing Agent

Title

1/25/2024

Date