NASPO ValuePoint

PARTICIPATING ADDENDUM

MULTI-FUNCTION DEVICES AND RELATED SOFTWARE, SERVICES AND CLOUD SOLUTIONS

Led by the State of Colorado

Master Agreement #: **187822**

Participating Addendum #: **N-2024-MFD-003**

Contractor: **HP, INC.**

Participating Entity: **STATE OF ALASKA**

The following Products and Services are included in this contract portfolio:

- Group A – MFD, A3
- Group B – MFD, A4
- Group D – Single-function Printers
- Group E – Large/Wide Format Equipment
- Group F – Scanners
- Group G – Software
- Group H – Consumable Supplies
- Group I - Managed Print Services (MPS)
- Sub-Group D1 – Specialty Printers
- Sub-Group G1 – Software Related Services
- Accessories for Discontinued Base Units
- Maintenance Services for new and legacy devices

Master Agreement Terms and Conditions:

1. Term: This Participating Addendum is effective as of the later of August 1, 2024 or the date of the last signature below and will terminate, renew, and extend upon termination, renewal, or extension of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

2. Scope: This addendum covers the *Multi-Function Devices and Related Software, Software and Cloud Solutions portfolio* led by the State of Colorado, for use by state agencies and other government entities located in the State of Alaska**,** authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

3. Participation: This Participating Addendum may be used by all state agencies, political subdivisions, federally recognized tribes, and other entities authorized to use statewide contracts in the State of Alaska. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. 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.

4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Elizabeth Leach
Address:	10300 Energy Drive, Spring, TX 77389
Telephone:	501.849.4740
Email:	Elizabeth.Leach@hp.com

Participating Entity

Name:	Ian Martin
Address:	PO Box 110214, Juneau, AK 99811-0214
Telephone:	(907) 465-5682
Email:	ian.martin@alaska.gov
Secondary Email:	DOA.OPPM.COE@alaska.gov

5. 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.

[X] The following changes are modifying or supplementing the Master Agreement terms and conditions.

CANCELLATION. By signing this Addendum, the Contractor certifies that they will not support or participate in a boycott of the State of Israel. Failure to comply with this requirement may cause the state to cancel this participating addendum (Alaska Administrative Order No. 352).

PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.

a. **Required Reports:** Contractor must submit quarterly reports to doa.oppm.vendorreport@alaska.gov and "Cc" the Contracting Officer assigned by the State to manage this contract. The contractor shall provide the State of Alaska with an electronic usage report (Excel format) which will list the following information at the minimum: Purchasing Entity, description of items purchased, date of purchase, contract price, retail price, and the extended price for each transaction.

These reports are due 30 days after the end of the quarter (the State of Alaska operates on a fiscal calendar of July 1- June 30).

First Quarter: July 1 through September 30
Second Quarter: October 1 through December 31
Third Quarter: January 1 through March 31
Fourth Quarter: April 1 through June 30

b. **Administrative Fee:** Effective upon final signature, the Contractor shall submit payment via check (or ACH), payable to the State of Alaska, remitted to the Department of Administration, Office of Procurement and Property Management, for the calculated amount equal to **1.5%** of the net sales for the quarterly period.

i. Contractor must include the PA Number on the check. The check must also reference the applicable fiscal quarter/year (or date span) to ensure proper receipt and accounting. Those checks submitted to the State without this information may be returned to Contractor for additional identifying information.

ii. Administrative fee checks shall be submitted to:

State of Alaska
Department of Administration
Office of Procurement and Property Management
PO Box 110214
Juneau, AK 99811-0214

iii. The administrative fee shall not be included as an adjustment to Contractor's Master Agreement pricing and shall not be invoiced or charged to the Participating Entity.

iv. Payment of the administrative fee is due irrespective of payment status on any orders from a Purchasing Entity.

v. Administrative fee checks are due for each quarter as follows:

Reporting Period	**Due Date**
State Fiscal Quarter 1 (Jul 1 - Sept 30):	**Nov 15**
State Fiscal Quarter 2 (Oct 1 - Dec 31):	**Feb 15**
State Fiscal Quarter 3 (Jan 1 - Mar 31):	**May 15**
State Fiscal Quarter 4 (Apr 1 - Jun 30):	**Aug 15**

vi. If the contractor decides to make payment via ACH, this information can be obtained via email upon request from the Participating Entity contact.

c. Any quarter with zero sales must be reported as zero sales. This may be done electronically via email to doa.oppm.vendorreport@alaska.gov and "Cc" the Contracting Officer assigned by the State to manage this contract.

Shipping and Delivery Requirements

Shipping: Section 8.1 of the master agreement is incorporated into this participating addendum. Please see shipping requirements in section 8.1 of the master agreement document. All deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer except as to latent defects, fraud, and Contractor's warranty obligations. Any portion of a full order originally shipped without transportation charges (that failed to ship with the original order, thereby becoming back-ordered) will also be shipped without transportation charges.

Purchasing Options for Executive Branch Agencies: All groups offered (A, B, D, E, F, G, H, I, Sub-Group D1, Sub-Group G1, Accessories for Discontinued Base Units, Maintenance Services for new and legacy devices, MPS, and Supplies will be available to all State of Alaska agencies.

Purchasing Options for Non-Executive Branch Agencies and Political Subdivisions: Non-executive branch agencies will be allowed to negotiate any of the purchase and finance options available in this contract.

Supplemental Documents: The Contractor's Supplemental Documents are attached to the Master Agreement as **Attachment A through Attachment I, as amended in the State of Alaska Participating Addendum**.

No additional documents other than specified herein will be signed by purchasing entity both government agency or political subdivision. No additional terms and conditions will be placed on orders through the dealer/reseller. If a purchasing entity mistakenly agrees to additional terms not included in this Participating Addendum or Master Agreement, those terms and conditions shall not be enforceable.

a. Service Zones: The following table provides an alteration to the service zones included in the contract which will be utilized for awards in the State of Alaska:

SERVICE ZONE	DEFINITION
URBAN	All the surrounding communities, accessible by roadway, within a 60-mile radius of the closest Service Base Locations within Anchorage, Juneau, and Fairbanks.
REMOTE	All locations within Alaska that are outside the Urban Zone.

b. Freight for Remote Installations: In the initial placement of a remote copier, the manufacturer will be allowed to bill the ordering agency for actual freight charges from the nearest Alaska service center or the Alaska dealer that placed the order. New orders for remote equipment must be installed within 45 calendar days of order placement.

c. Remote Travel: The manufacturer will be allowed to charge remote agencies for travel and per diem expenses. Those expenses are limited to established State of Alaska or ordering agency travel and per diem rates and policies in effect at the time of travel. It is the responsibility of the manufacturer to comply with the travel policies of the ordering agency when traveling to remote locations. Service technicians are required to use the least expensive means of transportation reasonably available under the circumstances when traveling in the local area where the service is to be done. For example, if renting a car cost $100 per day and required trips in a taxi would cost $50, the technician must use a taxi. Agencies and the manufacturer or their dealer should make every effort to work together to keep travel and per diem expenses to a minimum.

6. Lease and Rental Agreements:

(a) Lease Terms: Equipment leases are subject to the Terms and Conditions as set forth in the Master Agreement and HP Inc.'s applicable Supplemental Documents, which are attached to the Master Agreement, unless otherwise agreed to by a Participating State or Entity. To initiate a lease, Purchasing Entity may issue a Purchase Order ("PO") and reference the type of lease (FMV, $1 Buyout, or Straight Lease) on the PO and shall execute either the Master Agreement **Attachment 1** (HPFS Master FMV Lease Agreement), or **Attachment 2** (HPFS Master Lease Purchase Agreement).

(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.

(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.

7. Authorized Dealers: All Contractors and resellers authorized in the State of **Alaska**, are listed in Contractor's Authorized Dealer List, which is available on the NASPO ValuePoint website, and 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.

8. Orders: Any order placed by a 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.

   All orders should contain the following (1) "PO subject to NASPO ValuePoint Contract #187822 & State Contract (Participating Addendum) # **N-2024-MFD-003**" (2) Purchaser's Address, Contact, & Phone-Number (3) Purchase order amount (4) Type of Lease and monthly payment (5) Itemized list of accessories (6) Service program and rates (7) Attached SOW Template if applicable.

9. Product Installation & Invoicing: Unless otherwise agreed to by both parties, signing the delivery and acceptance ("D&A") certificate constitutes Acceptance of the Device(s) and allows Contractor to invoice for the Device(s). Failure to sign the D&A or reject the Device(s) within the foregoing five (5) day period shall be deemed as Acceptance by the Purchasing Entity.

   Contractor will provide timely billing and Purchasing Entity 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.

   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 Contractors part to maintain accurate invoicing shall result in a $25.00 per instance credit on the following month's invoice.

10. Not Specifically Priced ("NSP") Open Market Items: Not Specifically Priced (NSP) items compliment or enhance the Products and/or Services offered under the resulting Master Agreement, and may be purchased as a stand-alone option. NSP items will not include:
    i) Interactive White boards;
    ii) Computers, monitors, or other related items;
    iii) Fax machines;
    iv) Overhead Projectors; and
    v) Cameras.

    NSP items may only be acquired through the Contractor or their Authorized Dealers and must be reported quarterly with all other sales under the resulting Master Agreement. NSP items must be priced at a minimum discount of 15% from MSRP or List Price. The maximum allowable amount of all NSP items in a single Order shall be determined by the Participating State or Entity.

11. 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, unless otherwise agreed to in an Order. Purchasing Entities shall have the option to finance software subscriptions by utilizing Contractor lease rates. 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, unless otherwise agreed to by a Participating State or Entity. 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.

12. Maintenance Service Agreements: Purchasing Entities are subject Contractor's "Maintenance Service Agreements," provided in **Attachment 3** and **Attachment 6**, or as otherwise negotiated by the Participating State or Entity.

13. Managed Print Services ("MPS") Level Agreement: Purchasing Entities are subject to the Contractor's "Sample MPS Statement of Work" provided in Master Agreement **Attachment 4** (HP MPS SOW Template) or a similar format approved by both parties. Contractor may not provide MPS maintenance or repair Services on any Devices that are being leased or rented to a Purchasing Entity by another Manufacturer, unless they have a written agreement with the Manufacturer to do so. All MPS engagements shall require the Contractor and Purchasing Entity to complete a detailed statement of work, which must be approved by both parties prior to the initiation of any engagement.

14. Limitation of Liability: Contractor's liability to Participating Entity under this Participating Addendum is limited to the greater of $1,000,000 or the amount payable by Participating Entity to Contractor for the twelve (12) months preceding the breach. 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; or any liability which may not be excluded or limited by applicable law.

15. Entire Agreement: The Master Agreement and this Participating Addendum represents the parties' entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist.

16. Intellectual Property Rights: No transfer of ownership of any intellectual property will occur under this Agreement.

17. Dispute Resolution: As required by Section 7.15 of the Master Agreement, any disputed matter under this Agreement will be referred to the parties' Primary Contacts, except for Contractor's right to terminate for failure to pay and except with respect to each party's right to pursue equitable remedies. If the Primary Contacts are unable to resolve the disputed matter within 2 weeks, the matter will be escalated to the parties' sponsoring executives. If these representatives fail to reach a mutual resolution within the following 2 weeks, or such other period as may be agreed to by the parties, the matter will be referred to the managers of such sponsoring executives. Contractor may suspend performance of services under this Participating Addendum to the extent a disputed matter (including without limitation, a force majeure event or unfulfilled dependency) is not resolved within 60 days of the commencement of this dispute resolution process.

18. Notices: All notices required under this Agreement will be in writing and sent to (i) the address of the Primary Contact above with copy to HP Inc. Global Legal Affairs, Attn: General Counsel 1501 Page Mill Road, Palo Alto, CA 94304 as applicable, and will be considered effective upon receipt.

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

Participating Entity: State of Alaska	Contractor: HP Inc.
Signature: Ian Martin	Signature: Bernardo Fierro
Name: Ian Martin	Name: Bernardo Fierro
Title: Contracting Officer	Title: Contracts Specialist
Date: 7/26/24	Date: 07/26/24

[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Portfolio Manager:	Joel Atkinson
Telephone:	(850) 848-1250
Email:	jatkinson@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.]