



State of Idaho

CHANGE ORDER - 01

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number: PADD16201165
Account Number: AC-1
Revision Number: 01
Change Order Date: June 3, 2016
Service Start Date: June 3, 2016
Service End Date: January 1, 2020
Payment Method: Invoice
Payment Terms: No Payment Terms specified
Currency: USD
FOB Instruction: Destination
Attachment(s): [ChangeLog.htm](#) :Purchase Order Change

Supplier

HP Public Sector Sales
 HP INC.
 14231 Tandem Blvd
 Austin, TX 78728
Phone: 888-202-4628-
Fax: 800-825-2329
Email: psorderprocessing@hp.com

Buyer Contact

Arianne Quignon
 Tel:208-332-1604
 Fax: 208-327-7320
 Arianne.quignon@adm.idaho.gov

Contract Number:

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

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

Items

Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total
	1	0	EA	\$1,000,000.00	\$1,000,000.00
Item Description	#1				
	Group D, Printers				
Delivery Date:	June 4, 2016				
Shipping Method:	Delivery				

Shipping Instructions:

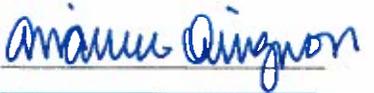
Ship FOB: Destination

Attachment(s)

Special Instructions:

Sub-Total (USD)	\$1,000,000.00
Estimated Tax (USD)	\$0.00
TOTAL: (USD)	\$1,000,000.00

Note: If there is a ↓ next to an item's unit price, that indicates that the price has been discounted.

Signature : 

Signed By :

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
COPIERS, PRINTERS & RELATED DEVICES 14-19
Administered by the State of Nevada (hereinafter "Lead State")

Price Agreement Number: 3091

HP Inc.

(hereinafter "Contractor")

And

The State of Idaho

(hereinafter "Participating State")

1. **Scope:** This Participating Addendum (PADD) covers the Copiers, Printers & Related Devices 14-19 Master Agreement administered by the State of Nevada (Nevada Price Agreement No. 3091) for use by state agencies and other entities located in the State of Idaho (Participating or Ordering Entity) authorized by Idaho's statutes to utilize state contracts with the prior approval of the State's Chief Procurement Official.

This PADD authorizes the purchase of equipment and associated software in all segments of the following categories as set forth in the Master Agreement and detailed below:

Group D – Printers

Purchases of printers only are permitted under this PADD. No Leasing, Rental or Service options available on the Master Agreement OR purchases of printers with Maintenance Agreements are exercised under this PADD.

2. **Participation:** Use of NASPO ValuePoint (formerly "WSCA" or "WSCA-NASPO") cooperative contracts by agencies, political subdivisions and other entities authorized by an individual state's statutes to use state contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official (in Idaho, the Administrator of the Division of Purchasing).

This PADD is for the benefit of State of Idaho agencies, institutions and departments; as well as eligible political subdivisions or other "Public Agencies," as defined by Idaho Code, Section 67-2327 (any city or political subdivision of the state, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties; cities or any political subdivision created under the laws of the State of Idaho). The Public Agency placing an order (Ordering Entity) will issue an individual release or Placement Form (Order) against this PADD on an as needed basis during the period noted below. .

INDIVIDUAL CUSTOMER: Each Ordering Entity that places an Order under this PADD will be treated as an Individual Customer. Except to the extent modified by this PADD, each Ordering Entity will be responsible to follow the terms and conditions of the Master Agreement; and will have the same rights and responsibilities for its purchases as the Lead State has in the Master Agreement. Each Ordering Entity will be responsible for its own charges, fees, and liabilities; and will have the same rights to any indemnity or to recover any costs allowed in the Master Agreement for its individual purchases.

3. **Term:** This PADD will be effective on the date of last signature, below, and continue through **December 31, 2019**, unless extended, renewed or terminated earlier (the Master Agreement contains a provision for an option to extend up to thirty-six (36) months after the initial term expires December 31, 2019)

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 machines for purchase or lease at one time. Nothing in this PADD prohibits Ordering Entities and Contractor from negotiating additional discounts, based on other factors.

4. **Purchased Products:**

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.

Delivery: All Pricing given for Equipment Purchases must include delivery, FOB Destination, inside delivery to the Purchasing Entity's address as outlined on each Placement Form. No Installation Fees are assumed included on any straight purchases, unless otherwise outlined in detail on the Placement Form.

Acceptance: Purchasing Entity shall determine whether all products delivered meet the published specifications or were damaged in delivery. The Purchasing Entity will make every effort to notify the Contractor within fourteen (14) calendar days following delivery of non-acceptable product. In the event that the Contractor has not been notified within fourteen (14) calendar days from delivery of product, the product will be deemed accepted on the fifteen (15th) calendar day after delivery. This clause shall not be applicable if otherwise agreed to, in writing, by both parties prior to order placement. No payment for any products shall be made prior to acceptance of products.

5. **Participating State Modifications or Additions to Master Agreement:** The parties agree that Section 14.b of the Master Agreement is modified with the following:

- 5.1. At the beginning of the paragraph insert "For HP manufactured Products" before "The Contractor shall defend, indemnify.."
- 5.2. The parties agree that Section 14.b.2 of the Master Agreement is changed with the following:
 - 5.2.1. Sentence three (3), is replaced with the following: "Otherwise, the Contractor shall have control over the defense and settlement of it."
 - 5.2.2. In sentence four (4) after "However," the following is inserted: "regarding the settlement of such claim".
 - 5.2.3. Sentences six (6) and seven (7) are replaced with the following: "If such a claim is made or appears likely to be made, the Indemnified Party agrees to permit Contractor to enable Indemnified Party to continue to use the Product, or to modify it, or replace it with one that is at least functionally equivalent. If Contractor determines that none of these alternatives is reasonably available, Indemnified Party agrees to return the Product to Contractor on its written request. Contractor will then give Indemnified Party a credit equal to Indemnified Party's net book value provided Indemnified Party has followed generally-accepted accounting

principles.

This is Contractor's entire obligation to Indemnified Party regarding any claim of infringement."

5.3. Notwithstanding any provisions in the Master Agreement to the contrary, the following shall apply to this PADD:

5.3.1. **Assignment:** In accordance with Idaho Code 67-5726(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.

5.3.2. **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) working days of the date of the amendment to the Master Agreement, in order to be effective. Failure to provide notice in accordance with this Section will result in the Master Agreement amendment automatically being incorporated in this PADD.

5.3.3. **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 enforce 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. Except to the extent the provisions of the PADD are clearly inconsistent therewith, the PADD shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUC).

5.3.4. **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 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 x 0.0125 = \$125 to the Division of Purchasing for that quarter, along with the required quarterly usage report.

Contractor will furnish detailed usage reports as mutually agreed to 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 Time Line (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.

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

Contractor

Name	HP Inc. ("HP"), Debra Lee, Contract Program Manager
Address	HP Inc. 442 Swan Boulevard Deerfield, IL 60015
Telephone	847/922-2977 (cell) or 847-537-0344
Fax	
E-mail	debra.lee@hp.com

Participating State

Name	Arianne Quignon, Purchasing Officer
Address	650 W. State St., B-15, P.O. Box 83720, Boise, ID 83720-0075
Telephone	208.332.1604
Fax	208.327.7465
E-mail	arianne.quignon@adm.idaho.gov

7. Partner Utilization: All HP dealers and resellers authorized in the State of Idaho, as shown on the State of Idaho website (http://purchasing.idaho.gov/statewide_contracts.html), are approved to provide sales and service support to participants in the NASPO Master Price Agreement. The HP dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master

Agreement.

8. **Applicable Terms:** The Participating State is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with applicable law.

9. **Insurance:** The Contractor will maintain the following insurance limits while performing any services under this Participating Addendum: (a) Workers' Compensation Insurance for Contractor employees, including coverage required under the State's and Federal Laws; (b) Employer's Liability Insurance with limits of a minimum of: (i) \$1,000,000 for each accident for bodily injury by accident, (ii) \$1,000,000 for bodily injury by disease, and (iii) \$1,000,000 for each employee for bodily injury by disease; (c) General Liability Insurance that includes the State as an additional insured with limits of: (i) \$1,000,000 per occurrence for bodily injury and property damage and (ii) \$2,000,000 annual aggregate. Purchasing Entity will bear All-Risk Property Insurance to insure physical loss or damage, at replacement value, of all Products no matter where stored or located by Purchasing Entity or other property of Contractor's in Purchasing Entity's care, custody and control or while in transit (if applicable).

10. **Audit Rights:** Upon the prior written request of the State and no more frequently than once a year during the term of this Agreement, Contractor will provide copies of the documentation that is reasonably necessary for the State to confirm its payment obligations under any invoice. Contractor will assist the State in connection with its efforts to verify the completeness and accuracy of the invoices. In no event, however, will Contractor be obligated to disclose any confidential information not directly pertaining to the invoice in question.

11. **Orders:** Any Order placed by an Ordering Entity for a Product 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 placed by Ordering Entities within the state of Idaho must include the Participating State contract number: PADD16201165 as well as the Lead State Price Agreement Number: 3091. All State Agencies must use the Placement Form found at http://purchasing.idaho.gov/statewide_contracts.html and email a copy of all Placement forms to purchasing@adm.idaho.gov.

12. **Order of Precedence:** A Participating State's PADD shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Nevada NASPO ValuePoint Master Agreement. This PADD incorporates the following documents, in descending order of Precedence, as outlined below. The Contractor's attachments shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this PADD:

12.1. This PADD Document including:

12.1.1. Exhibit B - Sample Placement Form

12.2. Nevada NASPO ValuePoint Master Agreement (includes negotiated Terms & Conditions);

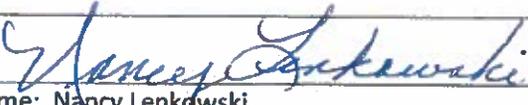
12.3. The Solicitation including all Addendums; and

12.4. Contract Vendor's response to the Solicitation.

13. **Entire Agreement:** This Participating Addendum and the Master Agreement Number 3091

(administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

The parties have executed this PADD as of the date of the last signature below.

Participating State: IDAHO	Contractor: HP Inc.
By: 	By: 
Name: Arianne Quignon	Name: Nancy Lenkowski
Title: Purchasing Officer	Title: Contract Administrator
Date: 6/3/2016	Date: 6/3/2016