

Idaho Division of Purchasing

Extension

Purchase Order Name:	Computer Equipment, Peripherals- HP Inc
Contract Number:	PADD16200017
Parties:	State of Idaho HEWLETT PACKARD COMPANY
This Extension Value:	3,500,000.00 USD
Total Contract Value:	72,001,000.00 USD
Start Date:	8/1/2022 12:00 AM
End Date:	2/28/2023 11:59 PM

Contract Managers: David Miller; David.Miller@adm.idaho.gov

Instructions

PADD16200017, Computer Equipment, Peripherals- HP Inc(the "Contract") is extended for the time period, as provided above. All of the terms and conditions contained in the Contract shall remain in effect, except expressly modified herein. Contractor's signed renewal letter and Amendment 5 to PADD16200017 are attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Debra Lee

+1 847-537-0344
debra.lee@hp.com

Payment Details

Payment Terms: Net 30

Signature signed By:

David Miller / Digitally signed
Contract by David Miller /
Administrator Contract
Date: 2022.07.19
07:32:14 -06'00'



STATE OF MINNESOTA

Office of State Procurement
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996



May 11, 2022

Debra Lee
HP, Inc.
3000 Hanover Street
Palo Alto, CA 94304

Dear Ms. Lee:

The following documents are enclosed for you to complete and return:

- Amendment No. 5 to NASPO Master Agreement No. MNNVP-133
- Workforce Certificate Information Form

Using the DocuSign process, please have the attached document(s) signed
and routed for the State's execution by **May 20, 2022.**

If the Amendment is not properly executed it will be returned to you. Upon receipt of the properly executed document, and after signatures are obtained from the appropriate State authorities, a copy of the completed Amendment will be sent to your company.

If you have any questions, please feel free to contact me.

Sincerely,

Andy Doran
IT Acquisitions Supervisor
Enclosure(s)

cc: Elizabeth Leach

AMENDMENT NO. 5 TO NASPO MASTER AGREEMENT NO. MNNVP-133

THIS AMENDMENT is by and between the State of Minnesota, acting through its Commissioner of Administration ("State"), and HP, Inc., 3000 Hanover Street, Palo Alto, CA 94304 ("Contractor" or "Contract Vendor").

WHEREAS, the State has a Contract with the Contractor identified as NASPO Master Agreement No. MNNVP-133, April 15, 2015, through July 31, 2022 ("Contract"), to provide Computer Equipment, Peripherals & Related Services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the Commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Office of State Procurement and the Contractor in a fully executed amendment to the Contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

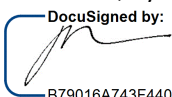
1. That NASPO Master Agreement No. MNNVP-133 is extended through February 28, 2023, at the same prices, terms, and conditions.

This Amendment is effective beginning August 1, 2022, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. HP, Inc.
The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

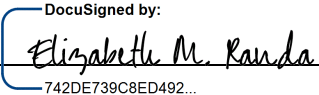
DocuSigned by:

B79016A743F4400

By: _____
Signature
Judith M. Alexander

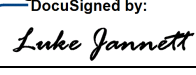
Printed Name
Senior Counsel
Title: _____
Date: 5/12/2022

By: _____
Signature

Printed Name
Title: _____
Date: _____

2. Office of State Procurement
In accordance with Minn. Stat. § 16C.03, subd. 3.
DocuSigned by:
By: 
742DE739C8ED492...
Title: Acquisition Management Specialist

Date: 5/18/2022

3. Commissioner of Administration
Or delegated representative.
DocuSigned by:
By: 
0266C0BD8EF44DE
5/18/2022
Date: _____

STATE OF MINNESOTA – WORKFORCE CERTIFICATE INFORMATION

Required by state law for ALL bids or proposals that could exceed \$100,000

Complete this form and return it with your bid or proposal. The State of Minnesota is under no obligation to delay proceeding with a contract until a company becomes compliant with the Workforce Certification requirements in Minn. Stat. §363A.36.

BOX A – COMPANIES that have employed more than 40 full-time employees WITHIN MINNESOTA on any single working day during the previous 12 months, check one option below:

- ☐ Attached is our current Workforce Certificate issued by the Minnesota Department of Human Rights (MDHR).
- ☐ Attached is confirmation that MDHR received our application for a Minnesota Workforce Certificate on _____ (date).

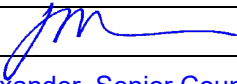
BOX B – NON-MINNESOTA COMPANIES that have employed more than 40 full-time employees on a single working day during the previous 12 months in the state where it has its primary place of business, check one option below:

- ☒ Attached is our current Workforce Certificate issued by MDHR.
- ☒ We certify we are in compliance with federal affirmative action requirements.

BOX C – EXEMPT COMPANIES that have not employed more than 40 full-time employees on a single working day in any state during the previous 12 months, check option below if applicable:

- ☐ We attest we are exempt. If our company is awarded a contract, upon request, we will submit to MDHR within 5 business days after the contract is fully signed, the names of our employees during the previous 12 months, the date of separation, if applicable, and the state in which the persons were employed. Send to compliance.MDHR@state.mn.us.

By signing this statement, I certify that the information provided is accurate and that I am authorized to sign on behalf of the company.

Name of Company: HP Inc. Date May 12, 2022
Authorized Signature:  Telephone number: 954.249.5162
Printed Name and Title: Judith M. Alexander, Senior Counsel Email: judith.alexander@hp.com

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services

Web: <http://mn.gov/mdhr/>

TC Metro: 651-539-1095

Toll Free: 800-657-3704

Email: compliance.mdhr@state.mn.us

TTY: 651-296-1283



June 27, 2018

HP INC
1501 PAGE MILL ROAD
PALO ALTO CA 94305
ATTN: Stephanie Teasdale

RE: Workforce Certificate of Compliance

Congratulations, the Minnesota Department of Human Rights has reviewed and approved HP INC's application for a Workforce Certificate of Compliance. This Workforce Certificate allows you to execute contracts with the State of Minnesota; including state agencies, state departments, and the Metropolitan Council, that are likely to exceed \$100,000.

Please be aware that the Department will periodically require and request information from you in order to ensure HP INC's compliance with equal employment opportunity laws and its good faith efforts to implement their Affirmative Action Plan.

Pursuant to Minn. Admin. Rule 5000.3580, an Annual Compliance Report is due each year during the four-year certification period on the anniversary date of the Certificate of Compliance.

For information regarding required reports and/or forms the Department will request from you on an annual and/or monthly basis, please visit the Contract Compliance section on the Department's website at www.mn.gov/mdhr/certificates.

If you have any questions, please contact Compliance Services at 651-539-1095 or Compliance.MDHR@state.mn.us.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kevin M. Lindsey'.

Kevin M. Lindsey, Commissioner
Minnesota Department of Human Rights

Enclosure(s)

AN EQUAL OPPORTUNITY EMPLOYER

Freeman Building • 625 Robert Street North • Saint Paul, MN 55155 • Tel 651.539.1100
MN Relay 711 or 1.800.627.3529 • Toll Free 1.800.657.3704 • Fax 651.296.9042 • mn.gov/mdhr



WORKFORCE **CERTIFICATE OF COMPLIANCE**

The Commissioner of the Minnesota Department of Human Rights by the signature below attests that **HP INC** is hereby certified as a contractor under the Minnesota Human Rights Act, §363A.

Certificate start date: **6/25/2018**

Certificate expiration date: **6/24/2022**

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:

A handwritten signature in black ink, appearing to read 'Kevin M. Lindsey'.

Kevin M. Lindsey, Commissioner

AN EQUAL OPPORTUNITY EMPLOYER

Freeman Building • 625 Robert Street North • Saint Paul, MN 55155 • Tel 651.539.1100

MN Relay 711 or 1.800.627.3529 • Toll Free 1.800.657.3704 • Fax 651.296.9042 •

mn.gov/mdhr

HP INC
ATTN: Stephanie Teasdale
1501 PAGE MILL ROAD
PALO ALTO CA 94305



BRAD LITTLE
Governor
KEITH REYNOLDS
Director
VALERIE BOLLINGER
Administrator

State of Idaho
Department of Administration
Division of Purchasing

650 West State Street, Room 100
Boise, ID 83702
Telephone: (208) 327-7465
Email: purchasing@adm.idaho.gov
www.purchasing.idaho.gov

July 13, 2022

HP, Inc.
Attn: Debra Lee

VIA ELECTRONIC TRANSMISSION
debra.lee@hp.com

RE: Extension of Contract PADD16200017, a Contract for Computer Equipment, Peripherals
& Related Services, for the State of Idaho.

Expiring 07/31/2022

The State of Idaho would like to extend the above referenced contract for a period of Six (6) Months.

The contract extension period is August 1, 2022 to February 28, 2023. The same terms, conditions and prices prevail for the contract extension period, except as expressly modified herein.

Please also provide an updated Certificate of Insurance with your extension documents.

****On April 26, 2021, Governor Little signed Senate Bill 1086. The bill creates a new section of code requiring all public entities in Idaho to insert a certification regarding boycotts of Israel in contracts and renewals of contracts that are effective on or after July 1, 2021. By agreeing to renew this contract, you certify as follows:**

Certification Concerning Boycott of Israel. Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

If the terms of this renewal letter are acceptable to your company, please sign below and return via mail, or e-mail ContractAdmin@adm.idaho.gov @ the Division of Purchasing. Please update your IPRO profile as well- including contact information, if necessary, to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

Sincerely,

David Miller

Contract Administrator
Idaho Division of Purchasing

Contractor agrees to the terms detailed herein:

COMPANY: HP Inc.

Name & Title (Printed): Catherine Bingham, Contract Specialist

Signature: 

Date: 7/13/2022

Idaho Division of Purchasing

Name & Title (Printed): David Miller / Contract Administrator

Signature: 

Date: 07/13/2022

If you need to update the contact information for this contract, please do so below.

UPDATED CONTRACTOR CONTACT INFORMATION for PADD16200017

Contact Name	Debra Lee
Title	Public Sector Contract Management Director
Address	1501 Page Mill Road, Palo Alto, CA 94304
Phone	847-537-0344
Fax	847-572-1336
E-mail	Debra.lee@hp.com

Contract PADD16200017
Contract for Computer Equipment, Peripherals &
Related Services, for the State of Idaho

Acknowledgment of Idaho State House Bill 220

HP, Inc.

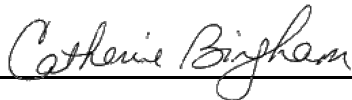
“Contractor”

Acknowledges the following by signing below:

Disclosure of Abortion Related Matters. The State is subject to the No Public Funds for Abortion Act, Idaho Code title 18, chapter 87 (the “Act”) and State employees who intentionally violate the provisions of the Act are subject to criminal prosecution. This provision is included in this letter to aid in compliance with the Act. The state of Idaho (State) requests that Contractor disclose, unless Contractor is within one of the exemptions provided in the Act, if it or an affiliate is or becomes, during the term of the Contract, an abortion provider and if it will use State facilities or public funds to provide, perform, participate in, promote or induce, assist, counsel in favor, refer or train a person for an abortion related activity. Please refer to the Act for definitions of the terms used in this section.

Acknowledged by (Print Name): Catherine Bingham

Title: Contract Specialist

Signature: 

Date: 7/13/2022

Idaho Division of Purchasing

Renewal

Purchase Order Name:	Computer Equipment, Peripherals- HP Inc
Contract Number:	PADD16200017
Parties:	State of Idaho HEWLETT PACKARD COMPANY
This Renewal Value:	7,000,000.00 USD
Total Contract Value:	68,501,000.00 USD
Start Date:	8/1/2021 12:00 AM
End Date:	7/31/2022 11:59 PM

Contract Managers: Quinn Shea; quinn.shea@adm.idaho.gov

Instructions

PADD16200017, Computer Equipment, Peripherals- HP Inc (the "Contract") is extended for the time period, as provided above. All of the terms and conditions contained in the Contract shall remain in effect, except expressly modified herein. Contractor's signed Amendment 4 to PADD16200017 is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

HP, Inc.

Joe Perugini

+1 281-927-8748

joseph.perugini@hp.com

Bill To Address

As detailed in sourcing
event or contract
instructions

Ship To Address

As detailed in sourcing
event or contract
instructions

Payment Details Payment

Terms: Net 30

Special Instructions: n/a

Internal Comments: n/a

Signature signed By: *Quinn Shea*



STATE OF MINNESOTA

Office of State Procurement
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996



May 5, 2021

Deborah Kaiser
HP Inc.
1501 Page Mill Road
Palo Alto, CA 94304

Dear Ms. Kaiser:

Please find enclosed Amendment 4 to NASPO Master Agreement No. MNNVP-133 for you to complete and return.

Using the DocuSign process, please have the attached document(s) signed
and routed for the State's execution by **May 14, 2021**.

If the Amendment is not properly executed it will be returned to you. Upon receipt of the properly executed document, and after signatures are obtained from the appropriate State authorities, a copy of the completed Amendment will be sent to your company.

If you have any questions, please feel free to contact me.

Sincerely,

Andy Doran
IT Acquisitions Supervisor
Enclosure(s)

cc: Debra Lee
Judith Alexander

AMENDMENT NO. 4 TO NASPO MASTER AGREEMENT NO. MNNVP-133

THIS AMENDMENT is by and between the State of Minnesota, acting through its Commissioner of Administration ("State"), and HP Inc., 1501 Page Mill Road, Palo Alto, CA 94304 ("Contractor" or "Contract Vendor").

WHEREAS, the State has a Contract with the Contractor identified as NASPO Master Agreement No. MNNVP-133, April 15, 2015, through July 31, 2021 ("Contract"), to provide Computer Equipment, Peripherals & Related Services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the Commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Office of State Procurement and the Contractor in a fully executed amendment to the Contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. That NASPO Master Agreement No. MNNVP-133 is extended through July 31, 2022, at the same prices, terms, and conditions.

This Amendment is effective beginning August 1, 2021, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. HP Inc.
The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

DocuSigned by:
By: Deborah Kaiser
Signature
4702EB9E377544F...
Deborah Kaiser
Printed Name

Title: Contract Administrator

Date: 5/5/2021

By: _____
Signature

Printed Name

Title: _____

Date: _____

2. Office of State Procurement
In accordance with Minn. Stat. § 16C.03, subd. 3.

DocuSigned by:
By: Elizabeth Randa
742DE739C8ED492...

Title: Acquisition Management Specialist

Date: 5/5/2021

3. Commissioner of Administration
Or delegated representative.

DocuSigned by:
By: Andy Doran
68D02A26D7604BA...

Date: 5/6/2021



Idaho Division of Purchasing

Participating Addendum

Purchase Order Name: Computer Equipment, Peripherals- HP Inc
Contract Number: PADD16200017
Contract Value this Extension: \$7,000,000.00 USD
Total Contract Value: \$61,501,000.00 USD
Purchase Order Date: 03/23/2020
Contract Term: 04/01/2020 – 07/31/2021
Submitted By: Kaylee Starman

Supplier

HEWLETT PACKARD COMPANY
11445 Compaq Center Dr W
Houston, TX, 96819

Phone: +1 281-927-8748
Fax: +1 800-386-1118
Email: joseph.perugini@hp.com

Shipping Details

Ship FOB: Destination, Prepaid
Shipping Instructions: per agency order

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

PADD16200017 Change Order 5



This PADD is for Computer Equipment, Peripherals, and Related Services for the benefit of State of Idaho Agencies, Institutions, Departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327, is extended for an additional period of time, as provided above. All terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. NASPO ValuePoint Master Agreement Amendment No. 3 to extend Minnesota Agreement No. MNNVP-133 is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Original PADD: 07/13/2015-03/31/2017 \$21,000,000.00

Change Order 1: 07/21/2015-03/31/2017 \$0.00

Change Order 2: 11/01/2015-03/31/2017 \$0.00

Change Order 3: 1/31/2017-3/31/2017 \$0.00

Change Order 4: 4/1/17-3/31/20 \$33,501,000.00

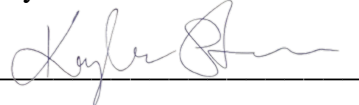
This Extension: 4/1/2020 – 7/31/2021 \$7,000,000.00

Total PADD Value: \$61,501,000.00 USD

Special Instructions:

Internal Comments:

Signature : Kaylee Starman

Signed By : 

AMENDMENT NO. 3 TO CONTRACT MNNVP-133

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and HP Inc., 1501 Page Mill Road, Palo Alto, CA 94304 ("Contract Vendor").

WHEREAS, the State has a Contract with the Contract Vendor identified as Contract No. MNNVP-133, April 1, 2015, through March 31, 2020 ("Contract"), to provide Computer Equipment: Desktops, Laptops, and Tablets, including Related Peripherals and Services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Office of State Procurement and the Contract Vendor in a fully executed amendment to the Contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. That Contract No. MNNVP-133 is extended through July 31, 2021, at the same terms, conditions, and prices.

This Amendment is effective beginning April 1, 2020, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. HP INC.

The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Signature

Colleen F Lively

Printed Name

Title: Contract Administrator

Date: 11/13/2019

By: _____

Signature

Printed Name

Title: _____

Date: _____

2. OFFICE OF STATE PROCUREMENT

In accordance with Minn. Stat. § 16C.03, subd. 3.

By: _____

Title: Acquisition Management Specialist

Date: 11/10/2019

3. COMMISSIONER OF ADMINISTRATION

Or delegated representative.

By: _____

Date: 11/19/2019



State of Idaho

CHANGE ORDER - 04**PLEASE DO NOT DUPLICATE THIS ORDER.****Change Order Summary**

Purchase Order Number: PADD16200017

Account Number: AC-1

Revision Number: 04

Change Order Date: March 17, 2017

Service Start Date: July 21, 2015

Service End Date: March 31, 2020

Payment Method: Invoice

Payment Terms: NET30

Currency: USD

FOB Instruction: Destination

Attachment(s): [MA extension HP Inc.pdf](#) :
[ChangeLog.htm](#) :Purchase Order Change

Supplier

Joe Perugini
HEWLETT PACKARD COMPANY
11445 Compaq Center Dr W
Houston, TX 77070
Phone: 281 927-8748

Fax: 800 386-1118**Email:** joseph.perugini@hp.com**Buyer Contact**

Stephanie Wildman
Tel:208-332-1611
Fax: 208-327-7320
Stephanie.Wildman@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

Instructions

PADD16200017 Change Order 4

This PADD is for Computer Equipment, Peripherals, and Related Services for the benefit of State of Idaho Agencies, Institutions, Departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327, is renewed for an additional period of time, as provided above. All terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. NASPO ValuePoint Master Agreement Amendment to extend Minnesota Agreement No. MNNVP-133 is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Original PADD: 07/13/2015-03/31/2017 \$21,000,000.00


Change Order 1: 07/21/2015-03/31/2017 \$0.00

Change Order 2: 11/01/2015-03/31/2017 \$0.00

Change Order 3: 1/31/2017-3/31/2017 \$0.00

This Renewal: 4/1/17-3/31/20 \$33,501,000.00

Total PADD Value: \$54,510,000.00

		Items			
Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total
	3.00	0	ANN	11,167,000.00	\$33,501,000.00
Item Description	#1				
	Three (3) year renewal.				
					
Delivery Date:	March 17, 2017				
Shipping Method:	Delivery				
Shipping Instructions:	Shipping instructions will be given by each Ordering Entity at the time of order.				
Ship FOB:	Destination				
Attachment(s)					
Special Instructions:	Billing instructions will be given by each Ordering Entity at the time of order.				

Sub-Total (USD)	\$33,501,000.00
Estimated Tax (USD)	\$0.00
TOTAL: (USD)	\$33,501,000.00

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

Signature : 
Signed By : Stephanie Wildman

AMENDMENT NO. 1 TO CONTRACT NO. MNNVP-133

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and HP Inc., 1501 Page Mill Road, Palo Alto, CA 94304 ("Contract Vendor").

WHEREAS, the State has a Contract with the Contract Vendor identified as Contract No. MNNVP-133, April 1, 2015, through March 31, 2017 ("Contract"), to provide Computer Equipment: (Desktops, Laptops and Tablets, including Related Peripherals and Services); and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Materials Management Division and the Contract Vendor in a fully executed amendment to the Contract.

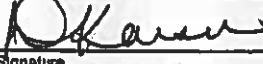
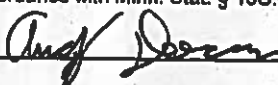
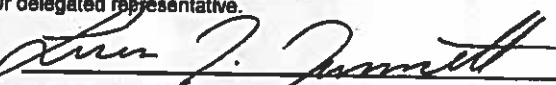
NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. That Contract No. MNNVP-133 is extended through March 31, 2020, at the same terms and conditions.
2. The Contract Vendor shall provide Computer Equipment: (Desktops, Laptops and Tablets, including Related Peripherals and Services) at the prices set forth on the following schedule: HP Inc. Price Schedule.

This Amendment is effective beginning April 1, 2017, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

<p>1. HP INC. The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.</p> <p>By: <u></u> Signature Deborah Kaiser Printed Name</p> <p>Title: <u>Contract Administrator</u></p> <p>Date: <u>1/24/17</u></p> <p>By: _____ Signature</p> <p>Printed Name</p> <p>Title: _____</p> <p>Date: _____</p>	<p>2. MATERIALS MANAGEMENT DIVISION In accordance with Minn. Stat. § 16C.03, subd. 3.</p> <p>By: <u></u></p> <p>Title: <u>Acquisition Management Specialist</u></p> <p>Date: <u>2/1/17</u></p> <p>3. COMMISSIONER OF ADMINISTRATION Or delegated representative.</p> <p>By: <u></u></p> <p>Date: <u>2/8/2017</u></p>
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2015-2020 NASPO ValuePoint Computer Equipment PSS Discount Schedule

Band 1 - Desktops
 Responder Name: HP Inc. ("HP")
 Name Change Effective 11/1 to HP Inc.

CTO base units are at base pricing; modules are at CTO discount

Obsolete category codes

New Category Codes

Base Line Pricing Utilized:

Change in Category Code

Category Code		MINIMUM BAND DISCOUNT: 18% (excludes Peripherals, Third Party, Value Add Services and Promotions)		
Category Code	HP Product Codes	Desktops	Product Series Name	Old HP List Price
1M1	QTT17/1, QTT37/1, QTT41/1, QTT52/1, QTT53/1	Entry-Level & Specialty Desktops (includes AIO)	6300 AIO, 8300 AIO, 3500, 3515, 4300, 800 AIO, 800 AIO, State 21 AIO, 2xx and 4xx product series for desktops and AIO	15%
1M3	QTT16/1, QTT19/1, QTT39/1	High-End	8xx and 7xx product series, slices	22%
1M4	QTO50/1, QTO52/1, QTO51/1, QTO53/1, QTR97/1, QTS19/1	Retail Solutions	hp5800, HP Digital Signage Displays	18%
1M5	Bundle/PCS sku/CTO5 sku	CTO configure to order system bundled in one customer part number	All desktop product models	18%
1M6	QTO30/1, QTN09/1, QTM91/1, QTM05/1, QTM20/1, QTM55/1, QTM83/1, QTM88/1, QTN03/1, QTO48/1, QTM10/1, QTM10/2	Desktop Options and Accessories	All desktop product models	21%
Category Code	HP Product Codes	Workstations	Product Series Name	Old HP List Price
1M7	QTP44/1, QTO94/1, QTO95/1, QTO87/1, QTP43/1, QTT46/1, QTM21/1, QTT20/1, QTT22/1	Entry / Value Workstations	Z1, Z2xx, Z2xx, Z4xx, Sprout	24%
1M8	QTT21/1, QTT23/1	Mid-Range Workstations	Z6xx	24%
1M9	QTT21/2, QTT23/2	High-End Workstations	Z8xx	26%
1M10	QTN95/1, QTT32/1	Workstation CTO (Configure To Order) Systems	All workstation models	24%
1M10-B	Bundle/PCS sku/CTO5 sku	CTO configure to order system bundled in one customer part number	All workstation models	24%
1M11	QTM23/1, QTM94/1, QTM08/1, QTM54/1, QTM82/1, QTN56/1, QTN61/1, QTO45/1	Workstation Options and Accessories	All workstation models	24%
Category Code	HP Product Codes	Thin Clients	Product Series Name	Old HP List Price
1M12	QTO99/1, QTO31/1, QTO95/1, QTR74/1, QTR75/1, QTR53/1, QTR53/2, QTR42/1	Thin Clients	HP MultiSeat m6200 Desktop, HP Thin Client i510, i5335z, i5550z, i5565, i5565z, i5570, i5570e, i5740, i5740e, i5745, i610, i610 PLUS, i310, 410, 410 AIO, 820, i5xx, i6xx, i7xx, i8xx	18%
1M12-TC1	QTO99/2, QTM96/1	Thin Client Options and Accessories	All thin client models	18%
1M-PROMO	QTM16/1, QTM17/1, QTO39/1, QTO92/1, QTR42/1, QTO96/1, QTO97/1, QTO98/1, QTP67/1, QTP68/1, QTR01/1, QTO31/1, QTO54/1, QTR98/1, QTM72/1	Promotions/Smart Buys - all HP Branding Products in the Band		1%

2015-2020 NASPO ValuePoint Computer Equipment PSS Discount Schedule

Band 2 - Notebooks
 Responder Name: HP Inc. ("HP")
 Name Change Effective 11/1 to HP Inc.

CTO base units are at base pricing; modules are at CTO discount

Obsolete category codes

Base Line Pricing Utilized:

New Category Codes
 Change in Category Code

MINIMUM BAND DISCOUNT: 13% (excludes peripherals, third party, value add services and promotions)

Category Code	HP Product Series	Product Series Name	Discount
2M1	QIT01/2, QIT01/4, QIT46/1	Entry-Level Notebooks	17%
2M2	QIT02/1, QIT45/1, QIT43/1	Mini Notebooks	18%
2M3	QIT02/2, QIT40/1, QIT96/1	Mid-Range Notebooks, ProBook Series	21%
2M4			
2M5	QIT02/1, QIT11/1	Notebook & Tablet PC CTO Modules	21%
2M5B	Bundle/POCS sku/CTO sku	CTO configure to order systems bundled in one customer part number	21%
2M5C	QITM22/1, QITM92/1, QITM04/1, QITM07/1, QITM09/1, QITM84/1, QITM87/1, QITN34/1, QITN85/1	Notebook Options and Accessories	21%
2M5D	QITP44/1, QIT094/1, QIT095/1, QIT087/1, QITP43/1, QIT46/1, QITM00/1	Notebook Accessories - Education Software	21%
2M5E			
2M5F			
2M5G			
2M5H			
2M5I			
2M5J			
2M5K			
2M5L			
2M5M			
2M5N			
2M5O			
2M5P			
2M5Q			
2M5R			
2M5S			
2M5T			
2M5U			
2M5V			
2M5W			
2M5X			
2M5Y			
2M5Z			
2M6	QIT36/1	Mobile Thin Clients	18%
12M-TC	QIT099/2, QITM96/1	Thin Client Options and Accessories	18%
2M6A			
2M6B			
2M6C			
2M6D			
2M6E			
2M6F			
2M6G			
2M6H			
2M6I			
2M6J			
2M6K			
2M6L			
2M6M			
2M6N			
2M6O			
2M6P			
2M6Q			
2M6R			
2M6S			
2M6T			
2M6U			
2M6V			
2M6W			
2M6X			
2M6Y			
2M6Z			
2M7	QITM44/1, QIT094/1, QIT095/1, QIT087/1, QITP43/1, QIT46/1	Promotions	1%

2015-2020 NASPO ValuePoint Computer Equipment PSS Discount Schedule

Band 3 - Tablets

Responder Name: HP Inc. ("HP")
Name Change Effective 11/1 to HP Inc.

CTO base units are at base pricing; modules are at CTO discount

Obsolete category codes

New Category Codes
Change in Category Code

Base Line Pricing Utilized:

MINIMUM BAND DISCOUNT: 20% (excludes peripherals, third party, value add services and promotions)

Category Code	HP Product Codes	Tablets	Product Series Name	HP HP Discount
3441	QTT49/1, QTT54/1, QTT50/1, QTT55/1	Specialty Tablets; Mini Tablet, Elite pad	Slate, ElitePad 900 & ElitePad 1xxx, Pro x2 410, Pro Tablet 400	20%
3442	QTM21/1	Entry Level Tablets	x2 210, Elite x2 210	20%
3443	QTT02/1, QTP83/1	Ultra-light & Tablet PCs	9470m, EliteBook Revolve 610, 620, 612, 410, 9480, 10xx, Spectre x360	25%
3444	QTM22/1, QTM92/1, QTM04/1, QTM07/1, QTM09/1, QTM84/1, QTM87/1, QTM14/1, QTM85/1	Mid-Range Tablets	Tablet Pro x2 612, Pro Tablet 600	24%
2345	QTM01/1	Tablet CTO (Configure to Order) Systems	All Tablet models	21%
2346	QTM02/1	CTO configure to order system bundled in one customer part number	All Tablet models	21%
2347	QTM03/1	Tablet Options and Accessories	All Tablet models	21%
2348	QTM04/1	Tablet Accessories - Education Software	All Tablet models	20%
2349	QTP44/1, QTP54/1, QTP55/1, QTP57/1, QTP43/1, QTP46/1			20%

11/1/2017

2015-2020 NASPO ValuePoint Computer Equipment PSS Discount Schedule

Peripherals: Bands 1, 2 and 3
 Responder Name: HP Inc. ("HP")
 Name Change Effective 11/1 to HP Inc.

Obsolete Category Codes
 New Category Codes

Peripherals: Band 1-3

Peripherals: Band 1-3				Original List Price Maximum 50% off New Manufacturer Recommended Retail Price
Monitor Options and Accessories				
P-1	QTN00/1, QTN02/1, QTN02/2, QTN02/3	HP Business LCD Monitors, HP Business Touchscreen Monitors	All HP Commercial Monitors	30%
P-5	QTM98/1	Monitor Options and Accessories		30%
Printer Options & Supplies				
P-3	QTN23/1, QTR34/1, QTN26/1, QTN27/1, QTO13/1, QTO15/1, QTO16/1, QTR81/1, QTO26/1, QTO26/2, QTO27/1, QTO89/1, QTS04/1, QTO90/1, QTP57/1, QTR55/1, QTO44/1, QTO45/1, QTR70/1, QTO57/1, QTO57/2, QTR32/1, QTR35/1, QTR93/1, QTR96/1, QTP47/1, QTM61/1	Printers	All HP Printers including, but not limited to All-in-One, Multifunction, LaserJet, Inkjet, Large Format Printer Models	30%
P-4	QTN30/1	Scanners	All HP Scanners	30%
P-5	QTN31/1, QTN31/2	Printer Options & Accessories	All HP Printer Models	30%
P-7	QTN18/1	Supplies	LaserJet Ink/Cartridge and associated Ink/Cartridge options	35%
P-8	QTN22/1, QTR33/1		DesignJet and InkJet Ink/Cartridge and associated Ink/Cartridge options	35%
P-10	QTR73/1	Print	Access Control Hardware	25%
Printer Options & Supplies Calculators				
P-9	QTR47/1	Calculators	Calculators	25%

2015-2020 NASPO ValuePoint Computer Equipment PSS Discount Schedule

Value Add Services: Bands 1, 2 and 3

Responder Name: HP Inc. ("HP")

Name Change Effective 11/1 to HP Inc.

QTM32/1 and QTM39/1 are new codes

Obsolete Category Codes
New Category Codes

Value Add Services Band 1-3

Category Code	Product Group	Service Description	Discount Rate
123V5-2	Select pre-built parts	Image Loading	At Manufacturer Facility (HP Direct)
123V5-3	Select pre-built parts	Image Consulting	At Manufacturer Facility (HP Direct)
123V5-4	Select pre-built parts	Asset Tagging	At Manufacturer Facility (HP Direct)
123V5-5	Custom Services created specifically for a procuring entity, which may or may not have HP Product Codes. QTM32/1	Custom Services through HP or an HP authorized Services Subcontractor as allowed per Participating State and/or Procuring Entity	Installation, maintenance, support, training, integration, and optimization of products offered or supplied under the Master Price Agreement. These types of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or equipment components), asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk/tripdesk, and any other directly related technical support service required for the effective operation of a product offered or supplied
123V5-6	Custom Services	Hardware/Software Maintenance Support	See tab for Band 1-3 Services for Schedule for Additional Aggregate Discounts
123V5-7	Custom Services	Services Labor for Non Warranty Items	See Services tab for Band 1-3 for Schedule of Time & Material Hourly Rates
123V5-8	Custom Services	Remote Software Support	See Services tab for Band 1-3 for Schedule of Time & Material Hourly Rates
123V5-9	Select pre-built parts	Image Loading	At Manufacturer Facility (HP Direct)
123V5-10	Select pre-built parts	Image Consulting	At Manufacturer Facility (HP Direct)
123V5-11	Select pre-built parts	Asset Tagging	At Manufacturer Facility (HP Direct)
123V5-12	QTP44/1, QTO94/1, QTO95/1, QTO87/1, QTP43/1, QTT46/1	Value Added Logistics	At Manufacturer Facility (HP Direct)
123V5-13	Custom Services	Onsite Deployment/Installation	At Manufacturer Facility (HP Direct)
123V5-14	Custom Services non Care Pack offer	Hard Drive Data Destruction	At Manufacturer Facility (HP Direct)
123V5-15	Custom Services	Decommission/Recycling	At Manufacturer Facility (HP Direct)
123V5-16	Custom Services	Break Fix - Non Warranty	At Manufacturer Facility (HP Direct)
123V5-17	Custom Services	General Consulting	At Manufacturer Facility (HP Direct)
123V5-18	Custom training (majority of)	Training	At Manufacturer Facility (HP Direct)
123V5-19	Custom Services	State hourly rate for staging/deployment services	At Manufacturer Facility (HP Direct)

Value Add Maintenance Support Services, Non Warranty T&M and T&M Projects for Service Labor

MAINTENANCE SERVICES

Global Integrated Service (Hardware Maintenance Services and System Software Maintenance Services)

Discount: 20% discount off US List

Product	US List Price	Discounted Price
HP Pro 440 G4	1,299.00	1,039.20
HP Pro 440 G4	1,299.00	1,039.20
HP Pro 440 G4	1,299.00	1,039.20
HP Pro 440 G4	1,299.00	1,039.20
HP Pro 440 G4	1,299.00	1,039.20
HP Pro 440 G4	1,299.00	1,039.20
HP Pro 440 G4	1,299.00	1,039.20
HP Pro 440 G4	1,299.00	1,039.20
HP Pro 440 G4	1,299.00	1,039.20
HP Pro 440 G4	1,299.00	1,039.20

Product	US List Price	Discounted Price
HP Pro 440 G4	1,299.00	1,039.20
HP Pro 440 G4	1,299.00	1,039.20
HP Pro 440 G4	1,299.00	1,039.20
HP Pro 440 G4	1,299.00	1,039.20
HP Pro 440 G4	1,299.00	1,039.20
HP Pro 440 G4	1,299.00	1,039.20
HP Pro 440 G4	1,299.00	1,039.20
HP Pro 440 G4	1,299.00	1,039.20
HP Pro 440 G4	1,299.00	1,039.20
HP Pro 440 G4	1,299.00	1,039.20

HP Inc. - MNWV-133-NASPDV7-PC-PSS Discount Structure-Band123-11932017

Product	US List Price	Discounted Price
HP Pro 440 G4	1,299.00	1,039.20
HP Pro 440 G4	1,299.00	1,039.20
HP Pro 440 G4	1,299.00	1,039.20
HP Pro 440 G4	1,299.00	1,039.20
HP Pro 440 G4	1,299.00	1,039.20
HP Pro 440 G4	1,299.00	1,039.20
HP Pro 440 G4	1,299.00	1,039.20
HP Pro 440 G4	1,299.00	1,039.20
HP Pro 440 G4	1,299.00	1,039.20
HP Pro 440 G4	1,299.00	1,039.20

Product	US List Price	Discounted Price
HP Pro 440 G4	1,299.00	1,039.20
HP Pro 440 G4	1,299.00	1,039.20
HP Pro 440 G4	1,299.00	1,039.20
HP Pro 440 G4	1,299.00	1,039.20
HP Pro 440 G4	1,299.00	1,039.20
HP Pro 440 G4	1,299.00	1,039.20
HP Pro 440 G4	1,299.00	1,039.20
HP Pro 440 G4	1,299.00	1,039.20
HP Pro 440 G4	1,299.00	1,039.20
HP Pro 440 G4	1,299.00	1,039.20

US SITE DENSITY DISCOUNT SCHEDULE	
Applicable Customer Support Services Order Value	Discount Percentage of HP List Price
\$400,000-\$799,999	2%
\$800,000-\$1,199,999	4%
\$1,200,000-\$1,599,999	6%
\$1,600,000 and over	

US MULTI-YEAR DISCOUNT SCHEDULE	
Contract Term	Discount Percentage of HP List Price
2 years	3%
3 years	6%
4 years	8%
5 years	9%

US PRE-PAYMENT DISCOUNT SCHEDULE	
Discount Period	Discount Percentage of HP List Price
1 year	4%
2 years	6%
3 years	9%

Services Labor - TAM Charges start at list pricing. HP will provide special fixed pricing on term protect opportunities.

Time and Materials Services

- Applicable in the continental United States only.

On-Site Labor Rates		Contact Center Remote Labor Rates (Software and Application)				User Application Support (UAS Program)	
Hourly rates for U.S. excluding Alaska and Puerto Rico	PC Desktops, and most Printers	Account Support Services (ASC) rates	Pay Per Call	Microsoft O/S	Short Term Consulting	Per Incident	Hourly Rate
Standard Business Hours 8-5 M-F	\$140	\$280	\$294		\$250	\$38	\$150
After Hours 5-11 P-M FRI	\$175	\$350	\$394		\$325**	\$45	\$180
Standard Business Hours 8-5 M-F	Standard Business Hours 8-5 M-F: 1 Hr Min		After Hours M-F, Saturday, Sunday and Holidays: 2 Hr Min			5 Hr	5 Hr
Next Business Day	3-5 Business Days within 200miles	Quote Only	Up to Next Business Day	Up to Next Business Day		Next Available Engineer	Next Available Engineer

** After hours service is not available for Microsoft.

Expedited Response Fees for Non-Contract Customers for Pay Even Hardware Repair Services plus Applicable travel, labor and parts charges				
	DAY 0 Call received	Day 1 Next Day Response	DAY 2 Two day Response	DAY 3-5 Standard Response
Standard business hours (8-5 M-F)	No response/ Not available	\$350 Desktops and Most Printers* \$700 All Others	\$350 Desktops and Most Printers* \$700 All Others	No additional fee
After hours M-F (5-11 P-M) Sat, Sun and all holidays	No response/ Not available	\$700 Desktops and Most Printers* \$2,500 All Others	\$700 Desktops and Most Printers* \$2,500 All Others	No additional fee

Expedited Response Fees for Customers with Existing Hardware Service Contract Coverage (is upgrade on a per-incident basis to Higher level support to meet response and service level requirements and charges for expedited response)				
Expedited Response	Time service request received*	8am	1pm	5pm
24x7x4x Response	Monday through Friday Sat, Sun, and HP holidays	Included in coverage - No charge		
1x24x7x Response (M-F 8am-5pm)	Monday through Friday Sat, Sun, and HP holidays	Included in coverage - No charge		***
1x24x7x Response (M-F 8am-5pm)	Monday through Friday Sat, Sun, and HP holidays	\$700 Desktops and Most Printers; \$2,500 All Others*		\$700 Desktops and Most Printers \$2,500 All Others
1x24x7x Response (M-F 8am-5pm)	Monday through Friday Sat, Sun, and HP holidays	Included in Coverage - No Charge		***
1x24x7x Response (M-F 8am-5pm)	Monday through Friday Sat, Sun, and HP holidays	\$700 Desktops and Most Printers; \$2,500 All others*		\$700 Desktops and Most Printers \$2,500 All Others
1x24x7x Response (M-F 8am-5pm)	Monday through Friday Sat, Sun, and HP holidays	\$350 Desktops & Most Printers; \$700 All Others*		***
1x24x7x Response (M-F 8am-5pm)	Monday through Friday Sat, Sun, and HP holidays	\$700 Desktops and Most Printers; \$2,500 All others*		\$700 Desktops and Most Printers \$2,500 All Others

Note: Expedited response is dependent on resource availability. * Large Enterprise Printers fall in the "other" category above.
 *** Calls placed during these times may be serviced on the same day depending on resources and estimated completion time.

HP Non-Exempt Hardware Support (Provided by Contact Center)		
Hourly Rates for US only	HP non-Intel® Systems	HP Intel® Systems
Standard Business Hours M-F 8 am - 5 pm	\$250 per hour, 1 hour minimum	\$180 per hour, 1 hour minimum
ALL other days and times	\$325 per hour, 2 hour minimum	\$235 per hour, 2 hour minimum
Response Time	Up to Next Business Day	Up to Next Business Day

HP Per Event Hardware Support Travel Zone Charges - Desktop Systems						
Zone Mileage Charges	1 0-5 \$0	2 25-Jun \$140	3 26-50 \$240	4 51-100 \$320	5 101-200 \$505	6 201-300 Quote only
						300 + Quote only

HP Per Event Hardware Support Travel Zone Charges - Commercial Servers, Desktops & Printers						
Zone Mileage Charges	1 0-5 \$75	2 25-Jun \$75	3 26-50 \$75	4 51-100 \$200	5 101-200 \$350	6 201-300 Quote only
						300 + Quote only

1) Zone Fees do not apply to Nonstop. Nonstop Travel Fees will be calculated on actual travel time incurred (based on the hourly rate)

2) Mileage is measured from the closest HP primary support office to the customer location as a radius (radial distance). Zone Mileage definitions may vary in some locations.

Expedited Response Fees/Installation Services					
	DAY 0 Charge for same day installation start (Std business hours M-F 8 am-5 pm)	DAY 1 Charge for next day installation start (Std business hours M-F 8 am-5 pm)	DAY 2 Charge for installation start two days from call receipt (Std business hours M-F 8 am-5 pm)	DAY 3+ Charge for installation start three days from call receipt (Std business hours M-F 8 am-5 pm)	Any Day Additional Charge for after-hours installation
Custom Quote	Custom Quote	\$700	\$250	No charge	\$700 plus C/T Rates

11/1/2015

2015-2020 NASPO ValuePoint Computer Equipment PSS Discount Schedule

Bands 1-3 - Software

Responder Name: Hewlett Packard Company ("HP")

Name Change to HP Inc. effective 11/1/2015

B1252/1 must be deleted from HPS-1
New Category Code or Manufacturer

HP Branded Software				
Category Code	HP Product Codes			
HPS-1	B1252/1 QTR72/1	HP Software Licenses	All HP Branded Enterprise Licenses	20%
HPS-1	Software and Support are on the same HP Product Codes	HP Software Support	Support and Installation (includes Software Maintenance Services which is	30%

Third Party Operating System & Application Software (off the Shelf)				
Category Code	HP Product Codes			
HPS-1	All Software Manufacturers listed below or in this section. Manually coded.	Minimum Discount: 5%		5%
		By Manufacturer see in this section and below for approved Third Party Software Manufacturers		7%

THIRD PARTY OPERATING SYSTEM & APPLICATION SOFTWARE MANUFACTURERS		
CFusion	Kaspersky Software	WiredMatic
Absolute Software	LunDisk	Webosco Academic
Aerona	Unitex Inc. (d.b.a. GoGuardian)	
Adaptive Computing	McAfee Software	
Adobe Software	Microsoft	
Aggreco	Nero	
Amazon	Novell	
Altavista	Novell	
Checkpoint	QuickBooks	
CNN Government	Red Hat Software	
ClassLink	Shutterstock Software	
Computer Associates	Symantec Software	
Core Software	Veeva Software	
Crucial	Vision Software	
Dynex	Volare Software	
DEAT	VirtuWare Software	
Edoby	Wave Systems Software	

2015-2020 NASPO ValuePoint Computer Equipment PSS Discount Schedule

New approved hardware vendors
or Product Codes

Bands 1-3 - Third Party Hardware

Responder Name: Hewlett Packard Company ("HP")

Name Change to HP Inc. effective 11/1/2015

Category Code	Product Code	Third Party Options/Products Minimum Discount: 10%	Other FR List Price
TPH-1	(Manual Listing), QTR37/1, QTR37/2	Other Manufacturers not ruled in this category see Third Party Approved Manufacturers below. All Hardware Manufacturers except APC and GETAC	10%
TPH-2	(Manual Listing)	Manufacturer: APC/Schneider Electric	10%
TPH-3	(Manual Listing)	Manufacturer: GETAC	10%

2015-2020 Associated Third Party Hardware Manufacturers					
*Please Note: All of the following are trademarks of their respective companies. The copyright is being kept by 2015					
3DCconnexion	Beech (Drexel)	Debo	Trueton	Millman Technologies Inc.	Servanix
3M	Belford	Eaton	Psad	Macaron	Sengco
Adaptive	Boccard Communications	Eigen TeamBoard	WCase	Martins	SIG
Adams	Bohrer	Elco	WFocus	Martini Cable Products	Smith Enterprises Inc. (SEI)
Alexand	Bosch	Elco TechSystems	Prod	Motorola	Sony
Allied Teleco	CDL Inventory Cables in Co	Emulex	TDGEAR	M-S Cash Drawer	Star Tech
Advanced Plus	Canon	Epson	Image	NEC	Symbal Technologies
Aurora Corporation	Cherry Keyboard	Ergotron	JHR Systems	NETGEAR	Targus
Apacer	Citronix	EVGA	Juripor	Netcom	Tec
APC/Chromtek Electric	Cable Manufacturing	FS	Kanargton	Perforce Industries	Tray Lite
APD	CMR products	Falstaven	Kay Trade	Philips	Tray
APD Cash Drawer	Cadpoint	Falstaven	Kingston	Planar Monitors	Verbatim
Apicom	Creative Labs	Fusion IO-INC	La Cie	Plurionics	Venorex
Aves	Crosby Co.	Gardner Johnson	LG	PRY	Visual Instruments
ATI	Cruelid	Oscar	Libert	Precision Mounting Technologies (PMT)	Western Digital
Axsonix	Cyber Acoustics	QuikTouch	Logitech	Protect Computer Products	Western Technologies
Banco	Cyberline Products	Haris	Magnus	Quintus	Zeiss Technologies
Barracuda Networks	Destination Systems	Honeywell	May Tech	Rumtek	
Bellco	Digital Peripherals	Hummelville	McCase		

STATE OF MINNESOTA – WORKFORCE CERTIFICATE INFORMATION

Required by state law for ALL bids or proposals that could exceed \$100,000

Complete this form and return it with your bid or proposal. The State of Minnesota is under no obligation to delay proceeding with a contract until a company becomes compliant with the Workforce Certification requirements in Minn. Stat. §363A.36.

BOX A – MINNESOTA COMPANIES that have employed more than 40 full-time employees within this state on any single working day during the previous 12 months, check one option below:

- ☒ Attached is our current Workforce Certificate issued by the Minnesota Department of Human Rights (MDHR).
- ☐ Attached is confirmation that MDHR received our application for a Minnesota Workforce Certificate on _____ (date).

BOX B – NON-MINNESOTA COMPANIES that have employed more than 40 full-time employees on a single working day during the previous 12 months in the state where it has its primary place of business, check one option below:

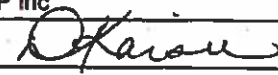
- ☐ Attached is our current Workforce Certificate issued by MDHR.
- ☐ We certify we are in compliance with federal affirmative action requirements. Upon notification of contract award, you must send your federal or municipal certificate to MDHR at compliance.MDHR@state.mn.us. If you are unable to send either certificate, MDHR may contact you to request evidence of federal compliance. The inability to provide sufficient documentation may prohibit contract execution.

BOX C – EXEMPT COMPANIES that have not employed more than 40 full-time employees on a single working day in any state during the previous 12 months, check option below if applicable:

- ☐ We attest we are exempt. If our company is awarded a contract, we will submit to MDHR within 5 business days after the contract is fully signed, the names of our employees during the previous 12 months, the date of separation, if applicable, and the state in which the persons were employed. Send to compliance.MDHR@state.mn.us.

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of your company.

Name of Company: HP Inc Date: 1/24/17

Authorized Signature:  Telephone number: 281-927-8498

Printed Name: Deborah Kaiser Title: Contract Administrator

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services

Web: <http://mn.gov/mdhr/>
Email: compliance.mdhr@state.mn.us

TC Metro: 651-539-1095 Toll Free: 800-657-3704
TTY: 651-296-1283

POWER OF ATTORNEY

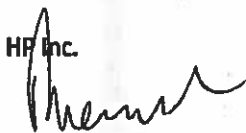
HP Inc., a corporation incorporated and existing under the laws of the state of Delaware, having its principal place of business at 1501 Page Mill Road, Palo Alto, California 94304 (the "Company"), represented by its Deputy General Counsel and Assistant Secretary, Ruairidh Ross, who is authorized to represent the Company individually, hereby authorizes to the below listed individuals to sign all bids, quotations, leases and contracts with customers and government agencies, up to the limits indicated below, including such bids, and bonds as may be required in connection with such bids and contracts on behalf of the Company in accordance with the chart below.

Deborah Jarvis	Director, Americas Transformation, Innovation, and Enablement	\$50,000,000	Vancouver, WA
Jim Ranalli	Manager - Americas Contract Operations	\$50,000,000	Toronto, Ontario, Canada
Nancy Lenkowski	Contract Administrator	\$5,000,000	Alpharetta, GA
Milagros Buendia	Contract Administrator	\$5,000,000	Tlaquepaque, Jalisco, Mexico
Fernando Castillo Valdovinos	Contract Administrator	\$5,000,000	Tlaquepaque, Jalisco, Mexico
Catherine Bingham	Contract Administrator	\$5,000,000	Houston, TX
Deborah Kaiser	Contract Administrator	\$10,000,000	Houston, TX
Rodrigo Petersen Gomez	Contract Administrator	\$5,000,000	Tlaquepaque, Jalisco, Mexico
Fatima Renteria Sauced	Contract Administrator	\$5,000,000	Houston, TX
Sondra Andrea Perez Fernandez	Contract Administrator	\$5,000,000	Tlaquepaque, Jalisco, Mexico
Alejandra Martin del Campo Valencia	Contract Administrator	\$5,000,000	Tlaquepaque, Jalisco, Mexico
Hyrum (Ed) Hatch	Contract Negotiator	\$10,000,000	Houston, TX
Judith Alexander	Contract Negotiator	\$10,000,000	Hollywood, FL
Sheila Wright	Contract Negotiator	\$10,000,000	Mt. Airy, MD
Barbara Paddock	Contract Negotiator	\$10,000,000	San Diego, CA

All prior powers of attorney in effect for these individuals named herein, as of the date hereof, are hereby revoked.

This power of attorney shall be valid until one year from the date hereof and may be revoked at any time for any reason prior thereto without notice. This power of attorney shall automatically be revoked for each such person named herein, effective as of the date that each such person ceases to be employed by the Company or any of its subsidiaries.

HP Inc.



Ruairidh Ross

Deputy General Counsel and Assistant Secretary

Date: February 22, 2016

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF SANTA CLARA)

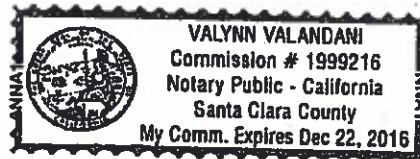
On February 22, 2016, before me, Valynn Valandani, Notary Public,

personally appeared Ruairidh Ross, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Valynn Valandani
SIGNATURE OF NOTARY PUBLIC



(SEAL)

Written Delegation of Signature Authority -- ACO SLED Contract Administrators

I, Jim Ranalli, Americas Contracts Operations Manager, give the SLED Contracts Administrators listed below, full signature power to sign on behalf of HP Inc. up to \$50M.

This delegation of signature authority is granted for the following purposes: signature authorization required for bids, quotations, and contracts.

This delegation of signature authority is valid until January 31, 2017 and may be revoked at any time prior thereto for any reason without notice. This power of attorney shall be automatically revoked should Contracts Administrator change his/her position within the Company or cease to be employed by the Company.

Contracts Administrator Name	SLA Level	Delegation Level	Delegation Amount	Effective Date	Expiry Date
Catherine Bingham	\$5,000,000	C5	Up to \$50,000,000	25/02/2016	31/01/2017
Fernando Castillo Valdovinos	\$5,000,000	C5	Up to \$50,000,000	25/02/2016	31/01/2017
Deborah Kaiser	\$10,000,000	C5	Up to \$50,000,000	25/02/2016	31/01/2017
Nancy Lenkowski	\$5,000,000	C5	Up to \$50,000,000	25/02/2016	31/01/2017
Alejandra Martin del Campo Valencia	\$5,000,000	C5	Up to \$50,000,000	25/02/2016	31/01/2017
Sandra Andrea Perez Fernandez	\$5,000,000	C5	Up to \$50,000,000	25/02/2016	31/01/2017
Fatima Renteria Sauced	\$5,000,000	C5	Up to \$50,000,000	25/02/2016	31/01/2017

Signed this 25th day of February 2016.



Jim Ranalli

Americas Contracts Operations Manager
HP



Minnesota Department of
HUMAN RIGHTS

CERTIFICATE OF COMPLIANCE

HEWLETT-PACKARD COMPANY is hereby certified as a contractor by the Minnesota Department of Human Rights. This certificate is valid from 4/2/2014 to 4/1/2018.

This certification is subject to revocation or suspension prior to its expiration if the department issues a finding of noncompliance or if your organization fails to make a good faith effort to implement its affirmative action plan.

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:

A handwritten signature in black ink, reading "Kevin M. Lindsey".

Kevin M. Lindsey, Commissioner

AN EQUAL OPPORTUNITY EMPLOYER

Freeman Building • 625 Robert Street North • Saint Paul, Minnesota 55155
Tel 651.539.1100 • MN Relay 711 or 1.800.627.3529 • Toll Free 1.800.657.3704 • Fax 651.296.9042 • mn.gov/ndhr



State of Idaho

CHANGE ORDER - 03
PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary		Supplier
Purchase Order Number:	PADD16200017	Joe Perugini HEWLETT PACKARD COMPANY 11445 Compaq Center Dr W Houston, TX 77070 Phone: 281 927-8748
Account Number:	AC-1	Phone: 281 927-8748
Revision Number:	03	Fax: 800 386-1118
Change Order Date:	February 15, 2017	Email: joseph.perugini@hp.com
Service Start Date:	July 21, 2015	Buyer Contact Stephanie Wildman Tel:208-332-1611 Fax: 208-327-7320 Stephanie.Wildman@adm.idaho.gov
Service End Date:	March 31, 2017	
Payment Method:	Invoice	
Payment Terms:	No Payment Terms specified	
Currency	USD	
FOB Instruction:	Destination	
Attachment(s):	PADD16200017 Amd 1 .pdf : ChangeLog.htm :Purchase Order Change	

Contract Number:

Bill To Address	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	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

Instructions

PADD16200017 Change Order 3

This PADD is for Computer Equipment, Peripherals, and Related Services pursuant to NASPO ValuePoint (Formerly "WSCA" or "WSCA-NASPO") Master Price Agreement, issued by the State of Minnesota to Hewlett-Packard Company (Master Agreement No. MNWNC-115) assigned to HP Inc. effective on 11/01/2015 (Master Agreement No. MNNVP-133). Amendment 1 to PADD16200017 is attached and incorporated herein by reference. This amendment allows Value Added Resellers and Agents as authorized by the Contractor and approved by the State under the PADD. All of the terms and conditions contained in the PADD shall remain in full force and effect, except as expressly modified herein.


Original PADD: 07/13/2015-03/31/2017 \$21,000,000.00

Change Order 1: 07/21/2015-03/31/2017 \$0.00

Change Order 2: 11/01/2015-03/31/2017 \$0.00

Change Order 3: 1/31/2017-3/31/2017 \$0.00 (This Change Order)

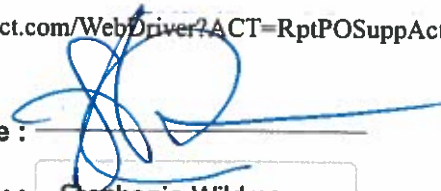
Total PADD: \$21,000,000.00

Supplier Part Number	Items		Unit	Unit Price	Total
	Quantity	Back Order			
	21.00	0	MON	1,000,000.00	\$21,000,000.00
Item Description	#1				
	Computer Equipment, Peripherals, and Related Services Change Order 3				
					
Delivery Date:	February 15, 2017				
Shipping Method:	Delivery				
Shipping Instructions:	Shipping instructions will be given by each Ordering Entity at the time of order.				
Ship FOB:	Destination				
Attachment(s)					
Special Instructions:	Billing instructions will be given by each Ordering Entity at the time of order.				

Sub-Total (USD)	\$21,000,000.00
Estimated Tax (USD)	\$0.00
TOTAL: (USD)	\$21,000,000.00

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

Signature :

A handwritten signature in blue ink, appearing to be 'Stephanie Wildman', written over a horizontal line.

Signed By :

Stephanie Wildman

Amendment No. 1
to

Parties: The State of Idaho

HP Inc.

"State"

"Contractor"

Recitals:

A. The Parties entered into a Participating Addendum for the Purchase of Computer Equipment, Peripherals, and Related Services (the "PADD"), effective July 21, 2015, PADD16200017.

B. This PADD covers the Computer Equipment, Peripherals, and Related Services contract issued by the State of Minnesota to Hewlett Packard Enterprise (Master Agreement No. MNNVP-133), for use by State agencies and other entities located in the State.

C. This amendment allows Value Added Resellers and Agents as authorized by the Contractor and approved by the State under the PADD.

Based on the above recitals, and good and valuable consideration, the receipt of which is hereby acknowledged, the PADD is amended as follows:

1. **8. Partner Utilization:** State authorized Value Added Resellers and Agents (VARs or "Resellers") are listed on the State of Idaho website, http://purchasing.idaho.gov/statewide_contracts.html. Contractor and State shall make determinations about which entities in the State of Idaho that the Contractor-authorized Reseller and Agents may support. Contractor authorized Reseller and Agent participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement and the PADD.

8.1. Contractor-authorized Resellers

- a. Contractor-authorized Resellers shall provide quotes, accept purchase orders, and accept payment from entities ordering under this PADD.

8.2. Contractor-authorized Agents

- a. Contractor-authorized Agents are authorized to provide quotes, sales assistance, configuration guidance and ordering support for hardware, software and services available under this PADD.
- b. Contractor authorized Agents ARE NOT authorized to accept orders, purchase orders, or payment from entities ordering under this Participating Addendum.

2. Except as expressly modified in this Amendment, all other terms and conditions of the PADD remain in full force and effect.

3. This Amendment is effective upon the date of the last signature.

State


Stephanie Wildman, Buyer

Date: 1/31/17

Contractor


Colleen Lively

Date: 11/4/2016



State of Idaho

CHANGE ORDER - 01**PLEASE DO NOT DUPLICATE THIS ORDER.****Change Order Summary****Purchase Order Number:** PADD16200017**Account Number:** AC-1**Revision Number:** 01**Change Order Date:** July 21, 2015**Service Start Date:** July 21, 2015**Service End Date:** March 31, 2017**Payment Method:** Invoice**Payment Terms:** No Payment Terms specified**Currency:** USD**FOB Instruction:** Destination**Attachment(s):**
: Signed PADD Document
[PADD16200017 Computer Equipment - HP, Inc..pdf](#)
[ChangeLog.htm](#) : Purchase Order Change**Supplier**Joe Perugini
HEWLETT PACKARD COMPANY
11445 Compaq Center Dr W
Houston, TX 77070
Phone: 281 927-8748**Fax:** 800 386-1118**Email:** joseph.perugini@hp.com**Buyer Contact**Shawna West
Tel: 208-332-1602
Fax: 208-327-7320
Shawna.West@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**Instructions**


PADD16200017 Change Order 1


This PADD is for Computer Equipment, Peripherals, and Related Services pursuant to NASPO ValuePoint (Formerly "WSCA" or "WSCA-NASPO") Master Price Agreement, issued by the State of Minnesota to Hewlett-Packard Company (Master Agreement No. MNWNC-115) assigned to HP Inc. effective on 11/1/2015 (Master Agreement No. MNNVP-133). This administrative change is to attach the PADD document.

Original PADD: 07/13/15-03/31/17 \$21,000,000.00

Change Order 1: 07/21/15-03/31/17 \$0.00

Total PADD: \$21,000,000.00

Supplier Part Number	Quantity	Items		Unit	Unit Price	Total
		Back Order				
	21	0		MON	\$1,000,000.00	\$21,000,000.00
Item Description						
	#1					
	Change Order 1					
	Administrative Change - Attach PADD					
						
Delivery Date:	July 21, 2015					
Shipping Method:	Delivery					
Shipping Instructions:	Shipping instructions will be given by each Ordering Entity at the time of order.					
Ship FOB:	Destination					
Attachment(s)						
Special Instructions:	Billing instructions will be given by each Ordering Entity at the time of order.					

Sub-Total (USD) \$21,000,000.00**Estimated Tax (USD)** \$0.00**TOTAL: (USD)** \$21,000,000.00**Note:** If there is a  next to an item's unit price, that indicates that the price has been discounted.

Signature : _____
Signed By :



State of Idaho

Participating Addendum

Purchase Order Summary

Purchase Order Name: PADD Computer Equipment-Hewlett Packard Company

Purchase Order Number: PADD16200017

Contract Number:

Purchase Order Date: July 9, 2015

Service Start Date: July 13, 2015

Service End Date: March 31, 2017

Submitted By: Shawna West

Payment Method: Invoice

Payment Terms: No Payment Terms specified

Supplier

Joe Perugini
HEWLETT PACKARD COMPANY
11445 Compaq Center Dr W
Houston, TX 77070
Phone: 281 927-8748

Fax: 800 386-1118**Email:** joseph.perugini@hp.com

Buyer Contact

Shawna West
Tel: 208-332-1602
Fax: 208-327-7320
Shawna.West@adm.idaho.gov

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

Additional Information

Instructions

NOTICE OF STATEWIDE CONTRACT (PADD) AWARD

This PADD is for Computer Equipment, Peripherals, and Related Services pursuant to NASPO ValuePoint (Formerly "WSCA" or "WSCA-NASPO") Master Price Agreement, Minnesota Agreement No. MNNVP-133. 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. The Division of Purchasing or the Ordering Entity will issue individual releases (delivery or purchase orders) against this Master Agreement on an as needed basis for a period of approximately 21 months, commencing July 13, 2015, or on the first day following final executed PADD signatures, whichever is later, and ending March 31, 2017, unless extended, renewed, or terminated earlier (the Master Agreement contains a provision for an option to extend up to 36 months after the initial term expires March 31, 2017).

PADD Title: Computer Equipment, Peripherals, and Related Services

PADD Usage Type: Mandatory Use

Public Agency Clause: Yes

PADD Administrator: Shawna West

Phone Number: 208-332-1602

Fax Number: 208-327-7320

Email: shawna.west@adm.idaho.gov

Contractor's Primary Contact: Debra Lee

Address: 442 Swan Blvd., Deerfield, IL 60015

Phone Number: 847.537.0344

Email: debra.lee@hp.com

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING ENTITY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

QUANTITIES: The State of Idaho, Division of Purchasing, can only give an approximation of the monthly unit price and will not be held responsible for figures given in this document.

Quantity	Back Order	Unit	Supplier Part Number	Item Description	Commodity Code	Unit Price	Tax	Total
21	0	MON	#1	This Participating Addendum (PADD) covers the Computer Equipment, Peripherals, and Related Services contract issued by the State of Minnesota to Hewlett Packard Company assigned to HP Inc. effective on 11/1/2015	91365	\$1,000,000.00	\$0.00	\$21,000,000.00

(Master Agreement No. MNNVP-133), for use
by State agencies and other entities located
in the State.



Delivery Date:	July 13, 2015
Shipping Method:	Delivery
Shipping Instructions:	Shipping instructions will be given by each Ordering Entity at the time of order.
Ship FOB:	Destination
Special Instructions:	Billing instructions will be given by each Ordering Entity at the time of order.

TOTAL: (USD)	\$21,000,000.00
---------------------	-----------------

Signature : _____
Signed By :

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment, Peripherals, and Related Services
Administered by the State of Minnesota (hereinafter "Lead State")

Master Agreement No: MNNVP-133 and MNWNC-115
Hewlett-Packard Company

(hereinafter "Contractor")
And
The State of Idaho
(hereinafter "State")

PADD 16200017

1. **Scope:** This Participating Addendum (PADD) covers the Computer Equipment, Peripherals, and Related Services contract issued by the State of Minnesota to Hewlett Packard Company (Master Agreement No. MNWNC-115) assigned to HP Inc. effective on 11/1/2015 (Master Agreement No. MNNVP-133), for use by State agencies and other entities located in the State.

Contractor has been awarded Bands in the following categories:

Band 1: Desktop Band 3: Tablet
Band 2: Laptop

Ruggedized equipment will be allowed in Bands 1-3.

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. The Public Agency placing an order (Ordering Entity) will issue individual releases (Orders) against this PADD on an as needed basis for the period noted in Section 3. "Public Agency" means 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.

INDIVIDUAL CUSTOMER: Each Ordering Entity that places an Order under this PADD will be treated as if it is an Individual Customer. Except to the extent modified by this Participating Addendum, 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 July 13, 2015, or on the first day following final executed signatures, whichever is later, and continue through March 31, 2017, unless extended, renewed or terminated earlier.

4. **Configuration Dollar Limits:** This PADD is not for the purchase of major hardware. The dollar limits identified below are based on a single computer configuration. This is not a restriction on the purchase of multiple configurations. The following configuration limits apply to this PADD:

ITEM	CONFIGURATION*
Desktops	\$10,000
Laptops	\$10,000
Tablets	\$5,000
Peripherals	\$5,000
Services	No Limitation

*Configuration is defined as the combination of hardware and software components that make up the total functioning system. Software purchases are considered a part of the configuration limit of the equipment.

5. **Restrictions:** This PADD is restricted to purchases of computer hardware manufactured by Contractor. Each Ordering Entity may also purchase Contractor services required for installation, maintenance, and upgrade of the procured hardware. Additionally, each Ordering Entity may purchase Contractor offered peripherals compatible with the procured hardware. Purchases exclusively for software and printers will not be allowed via this PADD. Lease or rentals of equipment will also not be allowed via this PADD.

6. **State Modifications or Additions to Master Agreement:** Notwithstanding any provisions in the Master Agreement to the contrary, the following applies to this PADD:

6.1 **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. Transfer of a contract without approval shall cause the annulment of the contract so transferred, at the option of the Administrator. All rights of action, however, for any breach of this PADD by the contracting parties are reserved by the Administrator.

6.2 **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 State elects not to incorporate an amendment by providing written notification to Contractor; which notice must be provided within 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 6.2 will result in the Master Agreement amendment automatically being incorporated in this PADD.

6.3 Governing Law: Notwithstanding any provision to the contrary, the State's PADD and all orders issued under the PADD by Ordering Entities within the State shall be construed in accordance with and governed by the laws of the State. 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 (IUCC).

6.4 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 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 \times 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 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. 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.

<u>Reporting Time Line (Fiscal Year Quarters)</u>	<u>Fee and Report Due</u>
1 st Quarter July 1 - Sept 30	October 31 st
2 nd Quarter Oct 1 - Dec 31	January 31 st
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. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	Debra Lee
Address	442 Swan Blvd., Deerfield, IL 60015
Telephone	847.537.0344 (Cell 847.922.2977)
Fax	847.572.1336
E-mail	debra.lee@hp.com

State of Idaho

Name	Shawna West
Address	650 W. State St., B-15, P.O. Box 83720, Boise, ID 83720-0075
Telephone	208.332.1602
Fax	208.327.7465
E-mail	shawna.west@adm.idaho.gov

8. **Partner Utilization:** State authorized Value Added Resellers (VARs) are listed on the State of Idaho website, http://purchasing.idaho.gov/statewide_contracts.html.

9. **Applicable Terms:** The State agrees to the terms of the Master Agreement only to the extent the terms are not in conflict with State law.

10. **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. All orders placed by Ordering Entities within the State must include the Participating State contract number: PADD16200017 as well as the Lead State Master Agreement No. MNWNC-115 through November 1, 2015 and MNNVP-133 for all orders placed after November 1, 2015.

11. **Order of Precedence:**

- 11.1 The State's Participating Addendum ("PADD"); the 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 Minnesota NASPO ValuePoint Master Agreement;
- 11.2 Minnesota NASPO ValuePoint Master Agreement (includes negotiated Terms & Conditions);
- 11.3 The Solicitation including all Addendums; and,
- 11.4 Contract Vendor's response to the Solicitation.



12. **Separation:** The State approves the assignment of this Participating Addendum to Hewlett Packard Company's successor-in-interest, HP Inc., in connection with the HP Separation. Any reference to Hewlett-Packard Company in this Participating Addendum will be deemed to be a reference to HP Inc. following HP Separation. HP Separation means any transaction or restructure associated with the

proposed separation of Hewlett-Packard Company into two publicly traded companies, as announced by Hewlett-Packard Company on October 6, 2014.

This Participating Addendum is based on Master Agreement No. MNWNC -115 until November 1, 2015. In accordance with the Assignment Agreement, as of November 1, 2015, this Participating Addendum is assigned to Master Agreement No. MNNVP-133.

13. Entire Agreement: This PADD and the Master Agreement No. MNWNC-115 and No. MNNVP-133, 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. 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 in Section 11, above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the Solicitation, or terms listed or referenced on the Contractor's website, in the Contractor's quotation/sales order or in similar documents subsequently provided by the Contractor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

IN WITNESS WHEREOF, the parties execute this Participating Addendum.

Participating State: IDAHO	Contractor: HEWLETT-PACKARD COMPANY
By: 	By: 
Name: Shawna West	Name: Matthew C. Keck
Title: Buyer, Division of Purchasing	Title: Senior Counsel
Date: July 20, 2015	Date: July 20, 2015