



**AMENDED & RESTATED
PARTICIPATING ADDENDUM
NASPO VALUEPOINT**

COPIERS & MANAGED PRINT SERVICES

Administered by the State of Colorado (hereinafter "Lead State")

MASTER AGREEMENT

Master Agreement No: 140596

HP Inc.

(hereinafter "Contractor")

and

State of Washington

(hereinafter "Participating State")

WASHINGTON MASTER CONTRACT No.: 06619

This Amended and Restated Participating Addendum for the above referenced Master Agreement ("Participating Addendum") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and HP Inc., a Delaware corporation ("Contractor") and is dated and effective as of March 31, 2020.

RECITALS

- A. Pursuant to Legislative authorization codified in RCW 39.26.060, Enterprise Services, on behalf of the State of Washington, is authorized to participate in cooperative purchasing agreements to develop master agreements to procure goods and/or services and to make such competitively solicited and awarded contracts available to Washington state agencies and designated eligible purchasers consistent with terms and conditions set forth by Enterprise Services.
- B. Enterprise Services timely provided public notice of the competitive solicitation process conducted by the above-referenced lead state through Washington's Electronic Business Solutions (WEBS) system.
- C. The above-referenced Lead State, as part of its competitive solicitation process, evaluated all responses to its procurement and identified Contractor as an apparent successful bidder and awarded a Master Agreement to Contractor.
- D. Enterprise Services and Contractor entered into a Participating Addendum dated as of March 31, 2020. Such Participating Addendum, however, omitted one of the competitively solicited and awarded contract categories for which the State of

Washington desires to participate. Accordingly, as of June 1, 2020, Enterprise Services and Contractor desire to amend and restate the Participating Addendum and agree that this Amended and Restated Participating Addendum supersedes and replaces, in full, the prior Participating Addendum.

- E. Enterprise Services has determined that participating in this Master Agreement is in the best interest of the State of Washington.
- F. The purpose of this Participating Addendum is to enable eligible purchasers, as defined herein, to utilize the Master Agreement as conditioned by this Participating Addendum.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. **SCOPE:** This Participating Addendum covers the following Copiers and Managed Print Services contract categories led by the State of Colorado for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts with the prior approval of the State's chief procurement official:

- Group A – MFD, A3
- Group B – MFD, A4
- Group D – Single-function Printers
- Group E – Large/Wide Format Equipment
- Group F – Scanners
- Managed Print Services**
- Supplies
- Software

**Provided, however, that in regard to the Managed Print Services (MPS) contract category, notwithstanding any provision to the contrary, the MPS contract category is limited as follows:

- (a) Contractor(s) may not provide MPS maintenance or repair services on any Devices that are being leased or rented to a Purchasing Entity by another Manufacturer, unless they have a written agreement with the Manufacturer to do so and provide a copy of the same to the Purchasing Entity; and
- (b) All MPS engagements shall require Contractor and the Purchasing Entity to complete a detailed statement of work, similar to the format provided as Exhibit C (MPS Statement of Work) in the Master Agreement. Such MPS Statement of Work must be signed by Contractor and the Purchasing Entity prior to the commencement of any Managed Print Services.

2. **PARTICIPATION:** Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) 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. Pursuant to this Participating Addendum, the Master Agreement may be utilized by the following ("Purchasing Entities" or "Purchasers"):

- (a) WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions,

boards, and commissions.

- (b) WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION (COLLEGES). Any the following specific institutions of higher education in Washington:
- State universities – i.e., University of Washington & Washington State University;
 - Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
 - Evergreen State College;
 - Community colleges; and
 - Technical colleges.
- (c) MCUA PARTIES. The Master Agreement also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement (MCUA) with Enterprise Services:
- Political subdivisions (e.g., counties, cities, school districts, public utility districts, ports) in the State of Washington;
 - Federal governmental agencies or entities;
 - Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
 - Federally-recognized Indian Tribes located in the State of Washington.

By placing an order under this Participating Addendum, each Purchasing Entity agrees to be bound by the terms and conditions of this Participating Addendum, including the Master Agreement. Each Purchasing Entity shall be responsible for its compliance with such terms and conditions.

3. PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO MASTER AGREEMENT:

- 3.1. **WASHINGTON'S ELECTRONIC BUSINESS SOLUTIONS (WEBS) SYSTEM:** Within seven (7) days of execution of this Participating Addendum, Contractor shall register in the Washington State Department of Enterprise Services' Electronic Business Solutions (WEBS) System at [WEBS](#). Contractor shall ensure that all of its information therein is current and accurate and that, throughout the term of the Master Agreement, Contractor shall maintain an accurate profile in WEBS.
- 3.2. **WASHINGTON'S STATEWIDE PAYEE DESK:** To be paid for contract sales, Contractors must register with Washington's Statewide Payee Desk. Washington state agencies cannot make payments to a contractor until it is registered. Registration materials are available here: [Receiving Payment from the State](#).
- 3.3. **CONTRACT SALES REPORTING:** Contractor shall report total contract sales quarterly to Enterprise Services, as set forth below.
- (a) **REPORTING.** Contractor shall report quarterly Contract sales in Enterprise Services' [Contract Sales Reporting System](#). Enterprise Services will provide Contractor with a login password and a vendor number.
 - (b) **DATA.** Each sales report must identify every authorized Purchasing Entity by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its

individual subsections). The “Miscellaneous” option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasing Entities specified herein during the term of this Participating Addendum. Refer sales reporting questions to the Primary Contact set forth below. If there are no contract sales during the reporting period, Contractor must report zero sales.

- (c) **DUE DATES FOR CONTRACT SALES REPORTING.** Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

For Calendar Quarter Ending	Contract Sales Report Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

- 3.4. **VENDOR MANAGEMENT FEE:** Contractor shall pay to Enterprise Services a vendor management fee (“VMF”) of 1.5 percent on the purchase price for all contract sales (the purchase price is the total invoice price less applicable sales tax) authorized by this Participating Addendum.

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total contract sales invoiced (not including sales tax) x .0150.

- (b) The VMF must be rolled into Contractor’s current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on contract sales reported by Contractor. Contractor shall not remit payment until it receives an invoice from Enterprise Services. Contractor’s VMF payment to Enterprise Services must reference the following:
- This Washington Master Contract Number: 06619
 - The NASPO Master Agreement Number: 140596
 - The year and quarter for which the VMF is being remitted, and
 - Contractor’s name as set forth in this Contract, if not already included on the face of the check.
- (d) Contractor’s failure accurately and timely to report total net sales, to submit usage reports, or remit payment of the VMF to Enterprise Services, may be cause for suspension or termination of this Participating Addendum or the exercise of any other remedies as provided by law.
- (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases.
- (f) For purposes of the VMF, the parties agree that the initial management fee is included in the pricing. Therefore, any increase or reduction of the management fee must be reflected in contract pricing commensurate with the adjustment.

- 3.5. **CONTRACTOR REPRESENTATIONS AND WARRANTIES:** Contractor makes each of the following representations and warranties as of the effective date of this Participating Addendum and at the time any order is placed pursuant to the Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.
- (a) **WAGE VIOLATIONS.** Contractor represents and warrants that, during the term of this Master Contract and the three (3) year period immediately preceding the award of the Master Contract, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52.
 - (b) **PAY EQUALITY.** Contractor represents and warrants that, among its workers, similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Participating Addendum and Master Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Master Contract and/or any agreement entered into pursuant to this Participating Addendum.
 - (c) **OCIO POLICY & SECURITY COMPLIANCE.** Contractor represents and warrants that it shall comply, to the extent applicable, with the Washington Office of the Chief Information Officer (OCIO) statewide information technology policies *141.10 – Securing Information Technology Assets Standards* and *188 - Accessibility*, as applicable, for Purchasing Entity and for Contractor's Product(s) procured by Purchasing Entity. Such policies are located on the OCIO website at <https://ocio.wa.gov//policies>. Prior to final execution of a Washington State Agency's Order with a Contractor, the Contractor's Product(s), as implemented by the Washington State Agency, may be subject to a security design review performed by Washington Consolidated Technology Services to ensure compliance with *OCIO Policy 141.10 - Securing Information Technology Assets Standards*.
 - (d) **GREEN/SUSTAINABLE.** Contractor represents and warrants that Contractor shall endeavor to supply and delivery goods in alignment with the State of Washington's

green/sustainability strategy which, at a minimum is designed to minimize the use of unnecessary product packaging, reduce the use of toxic chemicals, and offer Purchasers, where practicable, 'green products' that provide equivalent performance.

3.6. **COMPLIANCE WITH LAW; TAXES, LICENSES, & REGISTRATION:** Contractor shall comply with all applicable law. Prior to making any sales hereunder, if Contractor is not already registered, Contractor shall register to conduct business in the State of Washington and promptly acquire and maintain all necessary licenses and registrations and pay all applicable taxes and fees. In addition, for all sales to Purchasers in the State of Washington, if Contractor does not currently do so, Contractor shall calculate, collect, and remit, as appropriate, the applicable state and local sales tax on all invoices.

3.7. **CONTRACTOR'S SALES AUTHORITY; PURCHASE ORDERS; & INVOICES:**

(a) **CONTRACTOR'S SALES AUTHORITY.** Pursuant to this Participating Addendum, Contractor is authorized to provide only those Products set forth in the Master Agreement as conditioned by this Participating Addendum. Contractor shall not represent to any Purchasing Entity hereunder that it has any authority to sell any other materials, supplies, services and/or equipment.

(b) **INVOICES.** Contractor must provide a properly completed invoice to Purchasing Entity. All invoices are to be delivered to the address indicated in the purchase order. Each invoice must include the:

- Washington Master Contract Number 06619;
- Lead State Master Agreement Number 140596;
- Contractor's statewide vendor registration number assigned by the Washington State Office of Financial Management (OFM);
- Applicable Purchasing Entity's order number;

Invoices must be prominently annotated by the Contractor with all applicable volume discount(s).

4. **LEASES:** Any Purchaser that desires to lease equipment pursuant to the Master Agreement, must have the authority to do so. This Participating Addendum does not provide independent authorization for Purchaser to lease equipment. In addition, Purchasers that are state agencies must follow the Office of Financial Management (OFM) Statewide Administrative and Accounting Manual (SAAM), [policy 30.20](#), and [90.40.45](#) regarding any leases of equipment.

5. **PRIMARY CONTACTS:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

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

Attn: Debra Lee
Tel: (847) 537-0344
Email: debra.lee@hp.com

Participating State

State of Washington
Department of Enterprise Services
Contracts & Procurement Division
P.O. Box 41411
Olympia, WA 98504-1411

Attn: Breann Aggers
Tel: (360) 407-9416
Email: breann.aggers@des.wa.gov

6. CONTRACTOR’S AUTHORIZED LOCAL DEALER NETWORK/SUBCONTRACTORS: Contractor shall provide the products/services included within the scope of this Participating Addendum through Contractor’s Authorized Local Dealer Network. For purposes of this Master Agreement and Participating Addendum, Contractor’s Authorized Local Dealer Network for the State of Washington are those firms listed in *Exhibit A – Authorized Local Dealer Network*. Contractor shall ensure that each of its Authorized Local Dealer Network subcontractors perform in accordance with the terms and conditions set forth in the Master Agreement and this Participating Addendum. Except for subcontracts with Contractor’s Authorized Local Dealer Network (“Authorized Local Dealer Network” or “Designated Subcontractors”), Contractor shall not subcontract, assign, or otherwise transfer its obligations under the Master Agreement and this Participating Addendum without Enterprise Services’ prior written consent. Violation of this condition shall constitute a material breach establishing grounds for termination of this Participating Addendum.

- (a) **SUBCONTRACTOR AUTHORIZATION.** Contractor is authorized, without additional Participating State consent, to utilize its Authorized Local Dealer Network to provide sales and service support to Purchasers hereunder; *provided*, however, that such participation shall be in accordance with the terms and conditions set forth in the Master Agreement and this Participating Addendum.
- (b) **CONTRACTOR RESPONSIBILITY FOR LOCAL DEALER NETWORK.** Contractor shall be responsible to ensure that all requirements of the Master Agreement (including, but not limited to, insurance requirements, indemnification, Washington state business registration, etc.) flow down to any and all Authorized Local Dealer Network subcontractors. In no event shall the existence of a subcontract between Contractor and its subcontractor operate to release or reduce Contractor’s liability to the Participating State or any Purchaser for any breach of the Master Agreement or this Participating Addendum. As to Participating State and Purchasers hereunder, Contractor shall have full and complete responsibility and liability for any act or omission by Contractor’s Authorized Local Dealer Network.
- (c) **PURCHASER PAYMENT REGARDING CONTRACTOR’S AUTHORIZED LOCAL DEALER NETWORK.** Notwithstanding any provision to the contrary, the parties understand and agree that for any contract sales or service provided pursuant to the Master Agreement and this Participating Addendum, Purchaser payment shall be made directly to Contractor as the awarded vendor pursuant to the competitive procurement; *provided*, however, that, in the event any such sales or services are performed by an Authorized Local Dealer Network subcontractor for Contractor, Contractor may instruct such Purchaser to make payment for such sales or services to Contractor’s Authorized Local Dealer Network. Regardless of whether Contractor instructs a Purchaser to make such payment to Contractor’s Authorized Local Dealer Network,

Contractor shall remain responsible for performance.

(d) **CONTRACT SALES REPORTING.** Notwithstanding any provision to the contrary, Contractor shall report to Enterprise Services total contract sales, delineated by purchaser, made by each individual Authorized Local Dealer Network subcontractor and also report total contract sales, delineated by purchaser, on a consolidated Contractor 'roll-up' basis. Contractor shall maintain records supporting such reports in accordance with the Master Agreement's records retention requirements.

7. SOFTWARE: Purchasers that acquire software shall be subject to the license agreements distributed with such software. Software subscriptions shall not be subject to automatic renewals. Purchasers shall have the option to finance software subscriptions by utilizing Contractor lease and rental rates. Notwithstanding the foregoing, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control. In addition, any language in a EULA which violates a participating state's constitution or a statute of that state; or violates the laws of a local entity making a purchase, will be deemed void, and of no force or effect, as applied to the participating or purchasing entity.

8. ORDERS: Unless the parties to the Order agree in writing that another contract or agreement applies to such order, any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Master Agreement as conditioned by this Participating Addendum.

9. GENERAL:

(a) **INTEGRATED AGREEMENT; MODIFICATION.** This Participating Addendum and Master Agreement, together with its exhibits, set forth the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. This Participating Addendum may not be modified except in writing signed by the Parties.

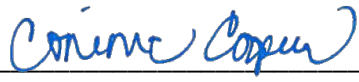
(b) **AUTHORITY.** Each party to this Participating Addendum, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Participating Addendum and that its execution, delivery, and performance of this Participating Addendum has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

(c) **ELECTRONIC SIGNATURES.** A signed copy of this Participating Addendum or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Participating Addendum or such other ancillary agreement for all purposes.

(d) **COUNTERPARTS.** This Participating Addendum may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Participating Addendum at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Participating Addendum.

EXECUTED as of the date and year first above written.

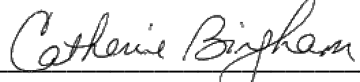
STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 

Corinna Cooper

Its: Enterprise Procurement Manager

HP INC.,
A DELAWARE CORPORATION

By: 

Catherine Bingham

Its: Contract Administrator

Exhibit A
Authorized Local Dealer Network
 For
 HP Inc.

The Washington State Department of Enterprise Services is committed to providing the maximum practicable opportunity for small and diverse businesses to participate in state contracting opportunities. Accordingly, please identify each authorized dealer (the person or firm you contractually authorize to fulfill contractual duties as set forth in the Master Agreement) and, for each authorized dealer, please identify whether the authorized dealer is a small business, microbusiness, minibusiness, Washington State Office of Minority and Women’s Business Enterprise (OMWBE) certified minority owned (MBE) or women owned business (WBE), or Washington Department of Veteran’s Affairs (DVA) certified veteran-owned business.

Authorized Dealer:	Copiers Northwest, Inc.
Certifications Status:	N/A
Address:	601 Dexter Ave N. Seattle, WA 98109
Contact:	Laura Svarcs
Phone:	(206) 355-7324
Email:	LSvarcs@copiersnw.com

Authorized Dealer:	J2 Blueprint Supply Company
Certifications Status:	Small Business
Address:	8100 NE St. Johns Road #B101 Vancouver, WA 98665
Contact:	Johnathan Russo
Phone:	(360)696-1861
Email:	JJ@j2b.com

Authorized Dealer:	Kelley Imaging Systems Inc.
Certifications Status:	Small Business
Address:	22710 72 nd Ave. S. Kent, WA 98032
Contact:	Tom Walter
Phone:	(714)604-5807
Email:	tom.walter@kelleyconnect.com

Authorized Dealer:	Pacific Office Automation
Certifications Status:	N/A
Address:	14747 NW Greenbrier Pkwy. Beaverton, OR 97006
Contact:	Rob Murray
Phone:	(503) 641-2000
Email:	rob.murray@pacificoffice.com

Authorized Dealer:	CDW Logistics, Inc
Certifications Status:	N/A
Address:	200 N. Milwaukee Ave. Vernon Hills, IL 60061
Contact:	Ashley Diciurcio
Phone:	(312) 705-1878
Email:	ashleyd@cdw.com

Authorized Dealer:	Synchronous Technologies
Certifications Status:	Small Business
Address:	7214 26th St E. Suite C104 Fife, WA 98424
Contact:	Rick McLaughlin
Phone:	(253) 279-1542
Email:	RMcLaughlin@Synch-Tech.com

Authorized Dealer:	Connection
Certifications Status:	N/A
Address:	732 Milford Road Merrimack, NH 03054
Contact:	Brianna Pappas
Phone:	(800) 800-0019
Email:	Brianna.pappas@connection.com

Authorized Dealer:	MicroK12
Certifications Status:	N/A
Address:	12631 Beverly Park Road Lynnwood, WA 98087
Contact:	Rich Litchfield
Phone:	(425) 778-7337
Email:	rlitchfield@k12connected.com

Authorized Dealer:	Technology Express, CNN Technologies
Certifications Status:	MBE, Small Business
Address:	16130 Wood-Red Rd NE Suite #1 Woodinville, WA 98072
Contact:	Crystal Heaven
Phone:	(425) 806-8888 x30
Email:	crystalh@technologyexpress.com

Authorized Dealer:	General Microsystems
Certifications Status:	MBE, Small Business
Address:	3220 118th Ave SE Bellevue, WA 98005
Contact:	Sue DeFlorio
Phone:	(425) 644-2233
Email:	sdeflorio@gmi.com

Authorized Dealer:	TechPower Solutions
Certifications Status:	N/A
Address:	14656 NE 95th St Redmond, WA 98052
Contact:	Glen Jones
Phone:	(425) 883.9112 ext 3003
Email:	glen.jones@techpowerusa.com

Authorized Dealer:	Denali Advanced Integration
Certifications Status:	N/A
Address:	17735 NE 65 th St Suite 130 Redmond, WA 98052
Contact:	
Phone:	(425) 736-8927
Email:	jbuongiorno@Denaliai.com