

MA 18P 15111900000000000078  
MODIFICATION

## State of Maine



### Master Agreement

**Effective Date:** 09/30/15

**Expiration Date:** 10/31/23

**Master Agreement Description:** Computer Equipment, Peripherals and Related Services

#### Buyer Information

Justin Franzose	207-624-7337	ext.	justin.franzose@maine.gov
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#### Issuer Information

Justin Franzose	207-624-7337	ext.	justin.franzose@maine.gov
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#### Requestor Information

Nancy Tan	207-458-6050	ext.	nancy.tan@maine.gov
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#### Agreement Reporting Categories

**Reason For Modification:** Extension until 10/31/2023.

#### Authorized Departments

ALL

### Vendor Information

**Vendor Line #:** 1

#### Vendor ID

VC0000117991

#### Vendor Name

HP INC.

#### Alias/DBA

#### Vendor Address Information

3800 QUICK HILL ROAD  
BLDG 2 SUITE 100  
AUSTIN, TX 78728  
US

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract.  
The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:  
*David Morris* 7/13/2023  
2A644AE5681E482

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Signature Date

David Morris, Acting Chief Procurement

Officer

DocuSigned by:  
Vendor *Colleen Lively* 7/12/2023  
DE719C5DE7D14C5

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Signature Date

Colleen Lively Contracts Specialist

Print Representative Name and Title

DocuSigned by:  
*Nicholas Marquis* 7/13/2023  
A29C99359A37464...

Nicholas Marquis Interim CIO

**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM**  
**Computer Equipment**  
**Administered by the State of Minnesota (hereinafter "Lead State")**

MASTER AGREEMENT  
Master Agreement No: MNNVP-133 and MNWNC-115  
Hewlett-Packard Company  
(hereinafter "Contractor")  
And  
The State of Maine  
(hereinafter "Participating State/Entity")

MA 18P 15061900000000000254

1. Scope: This addendum allows for purchase from the Computer Equipment, Peripherals and Related Services cooperative purchasing program, led by the State of Minnesota along with a multi-state sourcing team for use by state agencies and other entities located in the Participating State/Entity that is authorized by that state's statutes to utilize Participating State /Entity contracts, and which receives prior written approval of the state's chief procurement official.

The original solicitation contains the requirements and definitions establishing the Product Bands allowed on the Master Agreement. The Master Agreement identifies the bands awarded to the Contract Vendor, eligible for purchase under this Addendum to include: Band 1 – Desktop; Band 2 – Laptop; and, Band 3 - Tablet. The configuration limits and restrictions for the Master Agreement are provided with revisions identified by the Participating State in this Participating Addendum. The configuration limits and restrictions for the Master Agreement are provided with revisions identified by the Participating State in this Participating Addendum only increasing Peripherals threshold to \$30,000.

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/entity** 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.

3. Order of Precedence:

1. A Participating Entity's Participating Addendum ("PA"); A Participating Entity's Participating Addendum 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 WSCA-NASPO Master Agreement
  2. Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms & Conditions)
  3. The Solicitation including all Addendums; and
  4. Contract Vendor's response to the Solicitation
- These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order

listed above. Contract Vendor 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 Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

**4. Participating State/Entity Modifications or Additions to Master Agreement:**  
**CONSTRUCTION OF AGREEMENT AND TERMS -This agreement shall be construed in accordance with the laws of the State of Maine, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.**

**5. 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	<a href="mailto:debra.lee@hp.com">debra.lee@hp.com</a>

**Participating Entity**

Name	Justin Franzose
Address	State of Maine Division of Purchases 9 State House Station Augusta, ME 04333-0009
Telephone	Ph: 207-624-7337
Fax	FX: 207-287-6578
E-mail	<a href="mailto:Justin.Franzose@maine.gov">Justin.Franzose@maine.gov</a>

**6. Partner Utilization:** Each Participating State/Entity represented by NASPO ValuePoint participating in this Master Agreement independently have the option of utilizing partners. Only partners approved by this Participating State/Entity may be deployed. The Participating State/Entity may define the process to add and remove partners and may define the partner's role in this Participating Addendum. The Contractors partners' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement and this Participating Addendum.

Contractor has two (2) distinct Servicing Subcontractor Programs: (1) the Reseller Agent Program; and (2) the Fulfillment Subcontractor Program. Both are available to

authorized Purchasing Entities to select from under this Participating Addendum.

**A. Reseller Agent Program:**

Under the Reseller Agent Program the purchase order ("Order") is made out to Hewlett-Packard Company ("HP"). HP fulfills and ships the Order to the Purchasing Entity and invoices the Purchasing Entity directly. The Reseller Agents provide pre- and post-sales support. Pre- and post-sales support includes, but is not limited to, providing advice on specifications, quotes, assist in escalation of order(s), and returns. The authorized Reseller Agent(s) under this Contract are listed on the HP Participating State/Entity landing page at [www.hp.com/buy/maine](http://www.hp.com/buy/maine)

Orders and payment are issued by the Purchasing Entity direct to HP under the Reseller Agent Program. The Reseller Agent HP Authorization Number must be listed in all quotes and related Order activities for sales and tracking purposes. Orders must include the Participating State/Entity Contract Number. HP Order information, including the HP remittance address, is available in the Information Center located at the HP website [www.hp.com/buy/maine](http://www.hp.com/buy/maine).

**B. Fulfillment Subcontractor Program:**

Under this Fulfillment Subcontractor Program the purchase order ("Order") is made out to the named Fulfillment Subcontractor. The Fulfillment Subcontractor receives the Order(s) and invoices the Purchasing Entity directly, in addition to handling all Order tracking and escalations and offering pre- and post-sales support. The authorized Fulfillment Subcontractor(s) for receipt of Orders from Participating Entities under this Contract are listed on the HP Participating State/Entity landing page at [www.hp.com/buy/NASPOVP-PC4](http://www.hp.com/buy/NASPOVP-PC4).

Orders and payment are issued by the Purchasing Entity direct to the named Fulfillment Subcontractor under the Fulfillment Subcontractor Program. Orders must include the Participating State/Entity Contract Number.

7. Terms: The Participating State/Entity is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with applicable law.

8. Orders: 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 unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

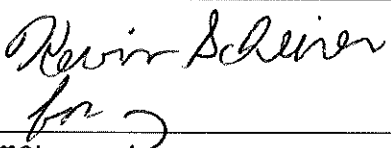
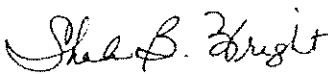
9. Separation: Neither Party may, nor will it have the power to, assign or novate this Participating Addendum without the consent of the other, provided that Participating State/Entity approves the assignment of this Participating Addendum to Hewlett Packard Company's successor-in-interest, HP Inc., 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.

10. Participating Addendum: To the extent applicable, this Addendum is effective and will replace and supersede the existing Participating Addendum between Contractor and Participating State/Entity under the WSCA Master Price Agreement Number B27164, as of the first business day of the month following the full execution of this Participating Addendum below.

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

Participating State: State of Maine	Contractor: Hewlett-Packard Company
By: 	By: 
Name: Mark W. Lutte	Name: Sheila Wright
Title: Director, Division of Purchases	Title: Contracts Negotiator
Date: 7/24/15	Date: 7/22/2015

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	<a href="mailto:thay@naspovaluepoint.org">thay@naspovaluepoint.org</a>

**[Please email fully executed PDF copy of this document to [PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org) to support documentation of participation and posting in appropriate data bases]**



**AMENDMENT 1**  
**TO**  
**NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM**  
**Computer Equipment**  
**Participating Addendum**  
**between**  
**the State of Maine**  
**and**  
**HP Inc.**  
**Master Agreement MNNVP-133**  
**Participating State Contract Number MA 18P 15061900000000000254**

WHEREAS, the State of Maine (herein "State") and HP Inc. (herein "Contractor") have entered into a NASPO ValuePoint Participating Addendum # MA 18P 15061900000000000254 (herein "the Agreement");

WHEREAS, the Parties wish to amend the Agreement;

NOW, THEREFORE, the Parties agree to the following:

1. Change the Participating Addendum State Contract number from MA 18P 15061900000000000254 to MA-15111900000000000078 effective April 1, 2016 or upon full execution by the parties, whichever is later.
2. All other terms and conditions of the Agreement remain unchanged and in full force and effect.

STATE OF MAINE  
(State)

BY: Kevin M. Scheiner

TITLE: Operations Director

DATE: 3/16/2016

HP Inc.  
(Contractor)

BY: Nancy Lenkowski  
Nancy Lenkowski

TITLE: Contract Administrator

DATE: 3/17/2016



**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.

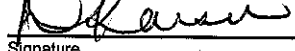
This Amendment is effective beginning April 1, 2017, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

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.

**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  
Deborah Kaiser  
Printed Name

Title: Contract Administrator

Date: 1/24/17

By: \_\_\_\_\_  
Signature  
Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**2. MATERIALS MANAGEMENT DIVISION**

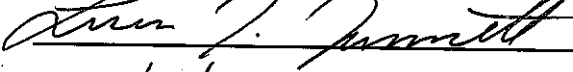
In accordance with Minn. Stat. § 16C.03, subd. 3.

By:   
Title: Acquisition Management Specialist

Date: 2/1/17

**3. COMMISSIONER OF ADMINISTRATION**

Or delegated representative.

By:   
Date: 2/8/2017

## 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.**

**Base Line Pricing Utilized:**

**Off HP List Price** (Published Locally for HP Branded Products only) <http://hp.com/everyday/HPList>; Third Party Hardware and Software available will be posted via PDF with HP List and Manufacturer list for components available weekly. Custom Services - HP will provide, producing entities with the List price and Contract Price Quotes and maintain for auditing purposes.

**MINIMUM BAND DISCOUNT: 18%** (excludes Peripherals, Third Party, Value Add Services and Promotions)

Category Code	HP Product Codes	Desktops	Product Series Name	Off HP List Price (Published Publicly) <a href="http://h16000.www1.hp.com/abnewroom/161.htm">http://h16000.www1.hp.com/abnewroom/161.htm</a>
IM1	Q1T17/1, Q1T37/1, Q1T41/1, Q1T52/1, Q1T53/1	Entry-Level & Specialty Desktops (includes AIO)	6300 AIO, 8300 AIO, 3570, 3515, 4300, 800 AIO, 800 AIO, Slate 21 AIO, 2xx and 4xx product series for desktops and AIO	17%
	Q1T152/1, Q1T187/1, Q1T153/1, Q1T109/1, Q1T154/1, Q1T19/1	Mid-Range	5310, 5315, 6xx product series	23%
	Q1T16/1, Q1T19/1, Q1T39/1	High-End	8xx and 7xx product series, slice	23%
	Q1T050/1, Q1T052/1, Q1T051/1, Q1T053/1, Q1T897/1, Q1T519/1	Retail Solutions	np800, HP Digital Signage Displays	18%
	Q1T18/1	Desktop CTO (Configure To Order) Systems	All desktop product models	19%
IM5-B	Bundle/PCCS sku/CTO5 sku	CTO configure to order system bundled in one customer part number	All desktop product models	18%
IM6	Q1T030/1, Q1T009/1, Q1T091/1, Q1T005/1, Q1T020/1, Q1T055/1, Q1T083/1, Q1T088/1, Q1T003/1, Q1T048/1, Q1T010/1, Q1T010/2	Desktop Options and Accessories	All desktop product models	21%
Category Code	HP Product Codes	Workstations	Product Series Name	Off HP List Price (Published Publicly) <a href="http://h16000.www1.hp.com/abnewroom/161.htm">http://h16000.www1.hp.com/abnewroom/161.htm</a>
IM7	Q1P44/1, Q1T094/1, Q1T095/1, Q1T087/1, Q1P43/1, Q1T46/1, Q1T21/1, Q1T20/1, Q1T22/1	Entry / Value Workstations	Z1, Z2xx, Z3xx, Z4xx, Sprout	24%
IM8	Q1T21/2, Q1T23/1	Mid-Range Workstations	Z6xx	24%
IM9	Q1T21/2, Q1T23/2	High-End Workstations	Z8xx	26%
IM10	Q1T095/1, Q1T732/1	Workstation CTO (Configure To Order) Systems	All workstation models	24%
IM10-B	Bundle/PCCS sku/CTO5 sku	CTO configure to order system bundled in one customer part number	All workstation models	24%
IM11	Q1T23/1, Q1T094/1, Q1T008/1, Q1T054/1, Q1T082/1, Q1T056/1, Q1T051/1, Q1T045/1	Workstation Options and Accessories	All workstation models	24%
Category Code	HP Product Codes	Thin Clients	Product Series Name	Off HP List Price (Published Publicly) <a href="http://h16000.www1.hp.com/abnewroom/161.htm">http://h16000.www1.hp.com/abnewroom/161.htm</a>
IM12	Q1T099/1, Q1T031/1, Q1T098/1, Q1T74/1, Q1T75/1, Q1T59/1, Q1T53/2, Q1T42/1	Thin Clients	HP MultiSeat ms6200 Desktop, HP Thin Client i510, i5355z, i5550z, i5665, i5665z, i5570, i5570e, i5740, i5740e, i5745, i610, i610 PLUS, i310, 410, 410 AIO, 820, i5xx, i6xx, i7xx, i8xx	18%
IM-M-TC	Q1T099/2, Q1T096/1	Thin Client Options and Accessories	All thin client models	18%
IM-PROMO	Q1T016/1, Q1T017/1, Q1T039/1, Q1T092/1, Q1T42/1, Q1T096/1, Q1T097/1, Q1T098/1, Q1T67/1, Q1T68/1, Q1T01/1, Q1T031/1, Q1T054/1, Q1T098/1, Q1T072/1			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.**

**Base Line Pricing Utilized:**

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

Obsolete category codes

New Category Codes  
Change in Category Code

**ON HP LIST PRICE** (Published Publically for HP Brand Products only) (HP's list price would be consistent from HP time, Third Party Hardware and Software available will be posted on PDF with HP List and Manufacturer list for components available weekly. Custom Services - HP will provide proceeding entities with the List Price and Contract Price Quote and certain for selling purposes.

Category Code		2M	MINIMUM BAND DISCOUNT: 13% (excludes peripherals, third party, value add services and promotions)		QHP List Price (Printed Publicly) http://h18001.www1.hp.com/HP/Products/Printers
Category Code	HP Product Codes		Notebooks	Product Series Name	
2M1	QIT01/2, QIT01/4, QIT46/1		Entry-Level Notebooks	2xx, 3xx, 4xx product series	17%
2M2	QIT02/1, QIT45/1, QIT43/1		Mini Notebooks	Chromebooks, 215, 210, Probook 11EE	12%
2M3	QIT02/2, QIT40/1, QIT98/1		Mid-Range Notebooks, ProBook Series	8xx product series	21%
2M4	QIT02/3, QIT02/4, QIT03/1, QIT37/1, QIT83/1		High-End and workstation capability	7xx and 6xx and 17xx product series and folio	24%
2M5	QIT02/3, QIT11/1		Notebook & Tablet PC CTO Modules	All Notebook models	21%
23M5-18	Bundle/PCS sku/CTO5 sku		CTO configure to order system bundled in one customer part number	All Notebook models	24%
23M6	QITM2/1, QITM92/1, QITM04/1, QITM07/1, QITM09/1, QITM84/1, QITM87/1, QITN34/1, QITN85/1		Notebook Options and Accessories	All Notebook models	21%
23M7	QITP44/1, QIT094/1, QIT095/1, QIT087/1, QITP43/1, QIT46/1, QITM06/1		Notebook Accessories - Education Software	All Notebook models	30%
Category Code	HP Product Codes		Notebooks		
2M8	QIT36/1		Mobile Thin Clients	mt40	18%
12M-1C	QIT099/2, QITM96/1		Thin Client Options and Accessories	All thin client models	15%
Category Code	HP Product Codes				
23M-PRIMO	QITP44/1, QIT094/1, QIT095/1, QIT087/1, QITP43/1, QIT46/1		Promotional Special Buys - all branded products in this band		1%

### 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

**Base Line Pricing Utilized:**

**OFF HP List Price** - (published publicly for HP branded products only). Initially HP will post its suggested minimum list price. Third Party Hardware and Software vendors will be posted up to 20% off HP list price.

**List and Manufacturer list** - components available weekly. Custom Services HP will provide for existing entities with the List prices and Contract Price Quotes and Indicia for auditing purposes.

### New Category Codes

Change in Category Code

Category Code		MINIMUM BAND DISCOUNT: 200% (excludes peripherals, third party, value-add services and promotions)		Off HP List Price (Published Publically) HP part number and price value-add services and promotions
Category Code	HP Product Codes	Category Code	HP Product Codes	Off HP List Price (Published Publically) HP part number and price value-add services and promotions
3M	Q1T49/1, Q1T54/1, Q1T10/1, Q1T55/1	Tablets	Product Series Name	
3M1	Q1T49/1, Q1T54/1, Q1T10/1, Q1T55/1	Specialty Tablets; Mini Tablet, Elite pad	Slates, ElitePad 900 & ElitePad 1xxx, Pro x2 410, Pro Tablet 408	20%
3M1	Q1T49/1, Q1T54/1, Q1T10/1, Q1T55/1	Entry Level Tablets	x2 210, Elite x2 xxxxx	20%
3M2	Q1T49/1, Q1T54/1, Q1T10/1, Q1T55/1	Ultra-light & Tablet PCs	9470m, EliteBook Revolve 810, 820, 612, 410, 9480, 10xx, Spectre x380	25%
3M2A	Q1T49/1, Q1T54/1, Q1T10/1, Q1T55/1	Mid-Range Tablets	Tablet Pro x2 612, Pro Tablet 608	21%
23M5	Q1T49/1, Q1T54/1, Q1T10/1, Q1T55/1	Tablet CTO (Configure to Order) Systems	All Tablet models	21%
23M5-B	Q1T49/1, Q1T54/1, Q1T10/1, Q1T55/1	CTO configure to order system bundled in one customer part number	All Tablet models	21%
23M6	Q1T49/1, Q1T54/1, Q1T10/1, Q1T55/1	Tablet Options and Accessories	All Tablet models	21%
23M7	Q1T49/1, Q1T54/1, Q1T10/1, Q1T55/1	Tablet Accessories - Education Software	All Tablet models	30%
Category Code	HP Product Codes	Category Code	HP Product Codes	Off HP List Price (Published Publically) HP part number and price value-add services and promotions
23M-PROMO	Q1T44/1, Q1T094/1, Q1T095/1, Q1T087/1, Q1T43/1, Q1T46/1	Tablets	Product Series Name	1%



1/19/2017

## 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

Category Code		HP Product Codes	Peripherals: Band 1-3		Off HP List Price (Published Publically) <a href="http://h18000.www1.hp.com/HPStore/en/HP-Store">http://h18000.www1.hp.com/HPStore/en/HP-Store</a>
P-1		QTN00/1, QTN02/1, QTN02/2, QTN02/3	HP Business LCD Monitors, HP Business Touchscreen Monitors	All HP Commercial Monitors	20%
P-2		QTN98/1	Monitor Options and Accessories		20%
Category Code		HP Product Codes	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	20%
P-4		QTN30/1	Scanners	All HP Scanners	20%
P-5		QTN31/1, QTN31/2	Printer Options & Accessories	All HP Printer Models	20%
P-7		QTN18/1	Supplies	LaserJet Ink/Cartridge and associated Ink/Cartridge options	33%
P-8		QTN22/1, QTR33/1		DesignJet and Inkjet Ink/Cartridge and associated Ink/Cartridge options	25%
P-10		QTR73/1	Print	Access Control Hardware	20%
Category Code		HP Product Codes	Printer Options & Supplies Peripherals		
P-9		QTR47/1	Calculators	Calculators	20%

1/19/2017

## 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.

QT082/1 and QT089/1 are  
 new codes

Obsolete Category Codes  
 New Category Codes

11/19/2017: HP's pricing for 3-year (36 month) extended warranty has changed to Green

## Value Add Services Band 1-3

Category Code	HP Product Codes		Off-HP List Price
123VS-1	QT034/1, QT034/2, QT059/1, QT059/2, QT069/2, QT069/3, QT069/4, QT082/1, QT082/2, QT082/3, QT082/4, QT089/1, QT089/2	HP Packaged Services (Core pack)	
123VS-2	Select pre-built parts	Image Loading	24%
123VS-3	Select pre-built parts	Image Consulting	8%
123VS-4	Select pre-built parts	Asset Tagging	3%
123VS-5	Custom Services created specifically for a procuring entity, which may or may not have HP Product Codes, QT083/1	Custom Services through HP or an HP authorized Services Subcontractor as allowed per Participating State and/or Procuring Entity	9%
123VS-6	Custom Services	Hardware/Software Maintenance Support	7%
123VS-7	Custom Services	Services Labor for Non Warranty Items	20%
123VS-8		Remote Software Support	See Services Tab for Band 1-3 for Schedule of Time & Material Hourly Rates
123VS-9	Select pre-built parts	Image Loading	10%
123VS-10	Select pre-built parts	Image Consulting	10%
123VS-11	Select pre-built parts	Asset Tagging	10%
123VS-12	QT044/1, QT094/1, QT095/1, QT097/1, QT098/1, QT146/1	Value Added Logistics	10%
123VS-13	Custom Services	Onsite Deployment/Installation	10%
123VS-14	Custom Services non Care	Pack offer	
123VS-15	Custom Services	Hard Drive Data Destruction	10%
123VS-16	Custom Services	Decommission/Recycling	10%
123VS-17	Custom Services	Break Fix - Non Warranty	10%
123VS-18	Custom Services	General Consulting	40%
123VS-19	Custom training (majority of 4)	Training	10%
123VS-20	Custom Services	State hourly rate for staging/deployment services	10%

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

**MAINTENANCE SERVICES** Discount: 20% discount off US List  
Global Integrated Service (Hardware Maintenance Services and System Software Maintenance Services)

US SITE DENSITY DISCOUNT SCHEDULE		
Annualized Revenue	Discount	Annualized Revenue
\$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		
Length of Contract	Discount	Length of Contract
2 years	3%	
3 years	6%	
4 years	8%	
5 years	8%	

US PREPAYMENT DISCOUNT SCHEDULE (All Prices)		
1 year	4%	
2 years	6%	
3 years	9%	

Services Labor – T&M Charges start at list pricing. HP will provide special fixed pricing on large project opportunities.

Time and Materials Services  
Applicable in the continental United States only.

On-Site Labor Rate					
Hourly rates for U.S. excluding Alaska and Puerto Rico					
Standard business hours M-F 8 am-5 pm	Account Support Services (ASC) rates	Microsoft O/S	Pay Per Call	Short Term Consulting	User Application Support (UAS Program) Per Incident Hourly Rate
After hours M-F 5 pm-8 pm	\$280		\$294	\$250	\$38
Weekend and holidays	\$350		\$294		\$45
Standard business hours 8-5 M-F: 1 Hr Min	Quote Only	Standard Business Hours 8-5 M-F: 1 Hr Min	After Hours M-F: Saturday, Sunday and Holidays: 2 Hr Min	Up to Next Business Day	Next Available Engineer
3-5 Business Days within 200 miles			Up to Next Business Day		Next Available Engineer

\*\* After hours service is not available for Microsoft.

Expedited Response Rates for Non-Contract Customers for Expedited Hardware Repair Services					
Plus applicable travel, labor and parts charges					
Day 0	Day 1	Day 2	Day 3-5		
Call received	Next Day Response	Two day Response	Standard Response		
No response/No available	\$350 Desktops and Most Printers* \$700 All Others	\$350 Desktops and Most Printers* \$700 All Others	No additional fee		
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		



Excluded Response Fees/Installation Services				
DAY 0	DAY 1	DAY 2	DAY 3+	Any Day
Charge for same day installation start  (Std business hours M-F 8 am-5 pm)	Charge for next day installation start  (Std business hours M-F 8 am-5 pm)	Charge for installation start two days from call receipt  (Std business hours M-F 8 am-5 pm)	Charge for installation start three days from call receipt  (Std business hours M-F 8 am-5 pm)	Additional Charge for after-hours installation
Custom Quote	\$700	\$350	No charge	\$700 plus O/T Rates

**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**

1/19/2017

81252/1 must be deleted from HPS-1  
New Category Code or Manufacturer

Category Code	HP Product Codes	HP Branded Software	Off HP List Price (Published Publically) http://h19000.www1.hp.com/efr/wwp/efr.html
HPS-1	81252/1 QTR72/1 Software and Support are on the same HP Product Codes	HP Software Licenses All HP Branded Enterprise Licenses Support and Installation (Includes Software Maintenance Services which is	30%
HPS-2		HP Software Support	30%

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

APPROVED THIRD PARTY SOFTWARE MANUFACTURERS	
Altavision	Kaspersky-Software
Altroute Software	LanDesk
Anonix	Limnux Inc. (d.b.a. GoGuardian)
Adaptive Computing	McAfee-Software
Adobe-Software	Microsoft
AppSense	Nero
Arconix	Nixxtek
Attachmate	Novell
CheckPoint	QuickBooks
Click Government	RedHat Software
ClassLink	StarMagic-Software
Computer Associates	Symantec Software
Core Software	Veeam Software
DiskKeeper	Ventura Software
DyKnow	Violen Software
HEAT	VMWare Software
Hority	Wave Systems Software

1/19/2017

## 2015-2020 NASPO ValuePoint Computer Equipment PSS Discount Schedule

Bands 1-3 - Third Party Hardware

Responder Name: Hewlett Packard Company ("HP")

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

New approved hardware vendors  
or Product Codes

Category Code	HP Product Codes	Third Party Options/Products Minimum Discount: 10%	Off HP List Price
TPH-1	(Manual listing), QTR37/L, QTR37/2	Other Manufacturers not listed in this category are Third Party Approved Manufacturers below. All Hardware Manufacturers except APC and GETAC	10%
TPH-2	(Manual listing)	Manufacturer: APC/Schneider Electric	15%
TPH-3	(Manual listing)	Manufacturer: GETAC	10%

2015-2020 Approved Third Party Hardware Manufacturers  
Updated to reflect what is posted at the website and in the Upgrade listing which is used as the authorization listing (6/16/2016)

3DCorrelation	Bosch (Drexel)	Dinco	Infinion	Wellnox Technologies Inc.	Samsite
3M	Bredford	Edson	Intel	Manitex	Seagate
Adaptec	Broad Communications	Egan TeatBoard	InfoCase	Meridian	SILG
Adesso	Brother	Ego	Infocus	Monster Cable Products	Smart Enterprises Inc. (SEI)
Alerac	Bullitt	Elo TouchSystems	Intel	Microdata	Sony
Alliant Televis	CDS Kennedy Cable to Go	Emulex	IOGEAR	M-S Cash Drawer	Star Tech
Antenna Plus	Canon	Epson	Imega	NEC	Symbol Technologies
Antino Corporation	Cherry Keyboard	Ergotron	JAR Systems	NETGEAR	Targus
Aquaer	Chilony	EVGA	Jupiter	Nilson	Tec
APC/Schneider Electric	Chil Manufacturing	FS	Kensington	Peerless Industries	Tripp Lite
APEX	CMS products	Fairhaven	Key Tronic	Planar Monitors	Troy
APC Cash Drawer	Credent	Fellows	Kingson	Planar Monitors	Verbatim
Apicom	Creative Labs	Fusion-IO INC	La Cie	Planar Monitors	Viewsonic
Asus	Crowley Co.	Gambler Johnson	LG	Planar Monitors	Viewsonic
ATI	Credent	Gedac	Libert	Precision Mounting Technologies (PMT)	Virtual Instruments
Avocent	Cyber Armies	Godtboch	Luglich	Protect Computer Products	Western Digital
Barco	Cyber Products	Havis	Magna	Quantum	Xplore Technologies
Barracuda Networks	Dalation Systems	Honeywell	Magtek	Quantum	Xynerx
Bellin	Digital Perseus	Humanscale	MacCase	Quantum	Zebra Technologies
				Reverb	zSpace

**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:

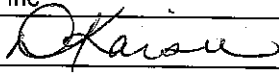
- ☐ Attached is our current Workforce Certificate issued by MDHR.
- ☐ We certify we are in compliance with federal affirmative action requirements. Upon notification of contract award, you must send your federal or municipal certificate to MDHR at [compliance.MDHR@state.mn.us](mailto:compliance.MDHR@state.mn.us). 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](mailto: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/>

TC Metro: 651-539-1095

Toll Free: 800-657-3704

Email: [compliance.mdhr@state.mn.us](mailto:compliance.mdhr@state.mn.us)

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.

Name	Job Title	Amount	Location
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,

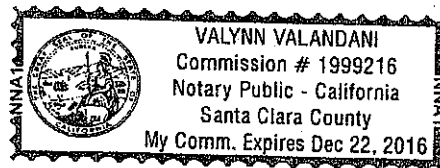
personally appeared Ruairidh Ross, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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



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
Sondra 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, appearing to read "Kevin M. Lindsey".

Kevin M. Lindsey, Commissioner

AN EQUAL OPPORTUNITY EMPLOYER



**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 AdministratorDate: 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 SpecialistDate: 11/18/2019**3. COMMISSIONER OF ADMINISTRATION**

Or delegated representative.

By: \_\_\_\_\_

Date: 11/19/2019



**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.

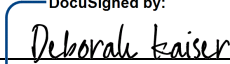
This Amendment is effective beginning August 1, 2021, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

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.

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

Title: Contract Administrator

Date: 5/5/2021

By: \_\_\_\_\_  
Signature

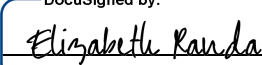
\_\_\_\_\_  
Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**2. Office of State Procurement**

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

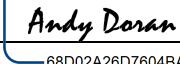
By:   
DocuSigned by:  
742DE739C8ED492...

Title: Acquisition Management Specialist

Date: 5/5/2021

**3. Commissioner of Administration**

Or delegated representative.

By:   
DocuSigned by:  
68D02A26D7604BA...

Date: 5/6/2021



**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:

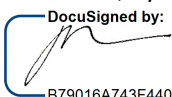
1. That NASPO Master Agreement No. MNNVP-133 is extended through February 28, 2023, at the same prices, terms, and conditions.

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  
\_\_\_\_\_

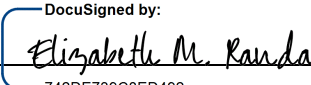
By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

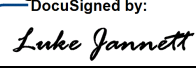
DocuSigned by:  
  
742DE739C8ED492...

By: \_\_\_\_\_

Title: Acquisition Management Specialist  
\_\_\_\_\_

Date: 5/18/2022  
\_\_\_\_\_

**3. Commissioner of Administration**  
Or delegated representative.

DocuSigned by:  
  
0266C0BD8EF44DE

By: \_\_\_\_\_

Date: 5/18/2022  
\_\_\_\_\_

**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).

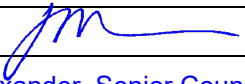
**BOX B – NON-MINNESOTA COMPANIES** that have employed more than 40 full-time employees on a single working day during the previous 12 months in the state where it has its primary place of business, check one option below:

- ☒ 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](mailto: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](mailto: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](http://www.mn.gov/mdhr/certificates).

If you have any questions, please contact Compliance Services at 651-539-1095 or [Compliance.MDHR@state.mn.us](mailto: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](http://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](http://mn.gov/mdhr)



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

**AMENDMENT NO. 6 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 1, 2015, through February 28, 2023 ("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, 2023, at the same prices, terms, and conditions.

This Amendment is effective upon the date that the final required signatures are obtained, 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: Judith Alexander  
Signature

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Judith Alexander

Printed Name

Title: Senior Counsel

Date: 12/21/2022

By: \_\_\_\_\_  
Signature

Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**2. Office of State Procurement**

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

DocuSigned by:

By: Elizabeth M. Randa  
Signature

742DE739C8ED492...

Title: Acquisition Management Specialist

Date: 1/3/2023

**3. Commissioner of Administration**

Or delegated representative.

DocuSigned by:

By: Andy Doran  
Signature

68D02A26D7604BA...

Date: 1/3/2023



**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



June 9, 2023

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

Dear Ms. Lee:

Enclosed for you to complete and return is Amendment No. 7 to NASPO Master Agreement No. MNNVP-133.

Using the DocuSign process, please have the attached document(s) signed  
and routed for the State's execution by **June 15, 2023**.

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. 7 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 1, 2015, through July 31, 2023 (“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 October 31, 2023, at the same prices, terms, and conditions.

This Amendment is effective upon the date that the final required signatures are obtained, 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

Deborah Kaiser

Printed Name

Title: Contract Specialist

Date: 6/9/2023

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

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Title: Acquisition Management Specialist

Date: 6/13/2023

**3. Commissioner of Administration**

Or delegated representative.

DocuSigned by:

By: Andy Doran

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Date: 6/13/2023

**Certificate Of Completion**

Envelope Id: 22AE19E55FD1440BAE8254D176E58F04

Status: Completed

Subject: Complete with DocuSign: Master Agreement Contract.pdf

Source Envelope:

Document Pages: 36

Signatures: 3

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Envelope Originator:

Justin Franzose

Justin.Franzose@maine.gov

Enveloped Stamping: Enabled

IP Address: 66.66.232.211

Time Zone: (UTC-05:00) Eastern Time (US &amp; Canada)

**Record Tracking**

Status: Original

7/12/2023 11:34:05 AM

Holder: Justin Franzose

Justin.Franzose@maine.gov

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: State of Maine - Office of Information  
Technology

Location: DocuSign

**Signer Events**

Colleen Lively

Colleen.lively@hp.com

Contracts Specialist

Security Level: Email, Account Authentication  
(None)**Signature**

DocuSigned by:



DE719C5DF7D14C5...

**Timestamp**

Sent: 7/12/2023 11:39:16 AM

Viewed: 7/12/2023 12:02:13 PM

Signed: 7/12/2023 12:02:25 PM

Signature Adoption: Pre-selected Style

Using IP Address: 99.160.192.183

**Electronic Record and Signature Disclosure:**

Accepted: 7/12/2023 12:02:13 PM

ID: 69edf07d-f998-48c8-9274-f2e2c58b97b0

Nicholas Marquis

Nicholas.Marquis@maine.gov

Interim CIO

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



A29C99359A37464...

Sent: 7/12/2023 12:02:28 PM

Viewed: 7/13/2023 12:39:26 PM

Signed: 7/13/2023 12:39:56 PM

Signature Adoption: Pre-selected Style

Using IP Address: 66.252.55.48

**Electronic Record and Signature Disclosure:**

Accepted: 3/19/2020 4:08:05 PM

ID: c2ebd188-7365-433c-86b7-9666d7245ebd

David Morris

David.Morris@maine.gov

Acting Chief Procurement Of

State of Maine - Office of Information Technology

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



2A644AF5681F482...

Sent: 7/13/2023 12:39:58 PM

Viewed: 7/13/2023 1:02:33 PM

Signed: 7/13/2023 1:02:50 PM

Signature Adoption: Pre-selected Style

Using IP Address: 64.39.89.42

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp**

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/12/2023 11:39:16 AM
Certified Delivered	Security Checked	7/13/2023 1:02:33 PM
Signing Complete	Security Checked	7/13/2023 1:02:50 PM
Completed	Security Checked	7/13/2023 1:02:50 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Carahsoft OBO Maine Office of Information Technology (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact Carahsoft OBO Maine Office of Information Technology:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [kendra.l.coates@maine.gov](mailto:kendra.l.coates@maine.gov)

#### **To advise Carahsoft OBO Maine Office of Information Technology of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [kendra.l.coates@maine.gov](mailto:kendra.l.coates@maine.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from Carahsoft OBO Maine Office of Information Technology**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [kendra.l.coates@maine.gov](mailto:kendra.l.coates@maine.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with Carahsoft OBO Maine Office of Information Technology**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:



- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [kendra.l.coates@maine.gov](mailto:kendra.l.coates@maine.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO Maine Office of Information Technology as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO Maine Office of Information Technology during the course of your relationship with Carahsoft OBO Maine Office of Information Technology.