MA 18P 15111900000000000078 MODIFICATION

### **State of Maine**



### Master Agreement

Effective Date: 09/30/15

Expiration Date: 07/31/23

Master Agreement Description: Computer Equipment, Peripherals and Related Services

| Buyer Information Justin Franzose            | 207-624-7337 | ext. | justin.franzose@maine.gov |
|--|--------------|------|---------------------------|
| <b>Issuer Information</b><br>Justin Franzose | 207-624-7337 | ext. | justin.franzose@maine.gov |
| <b>Requestor Information</b><br>Joan Bolduc  | 207-624-9904 | ext. | JOAN.BOLDUC@MAINE.GOV     |

**Agreement Reporting Categories** 

Reason For Modification: Extension until 7/31/2023.

### **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

Vendor Contact Information PUBLIC SECTOR SALES 888-202-4682 ext. ORDERS-PROCESSING-USA@HP.COM

### **Commodity Information**

Vendor Line #: 1 Vendor Name: HP INC. Commodity Line #: 1 Commodity Code: 20600 Commodity Description: Computer Equipment, Peripherals and Related Services **Commodity Specifications:** Please see attached participating addendum. NASPO ValuePoint master agreement no. MNNVP-133 and MNWNC-115. Commodity Extended Description: State of Maine MA 18P 150619-254 has been replaced by this agreement. Quantity UOM **Unit Price** 0.00000 0.000000 Free On Board **Delivery Days Contract Amount** Service Start Date Service End Date 0.00 09/30/15 07/31/23 **Catalog Name** Discount 0.0000 % **Discount Start Date Discount End Date** 

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:<br>David Morris             | 1/9/2023             |
|--|----------------------|
| Signature                                  | Date                 |
| David Morris, Acting Chief P               | rocurement           |
| Officer                                    |                      |
|  |                      |
| Vendor<br>Loucen Lively<br>DE719C5DF7D14C5 | 1/9/2023             |
| Signature                                  | Date                 |
| Colleen Lively                             | Contracts Specialist |
| Drint Depresentative Name                  | and Title            |

Print Representative Name and Title

### 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 150619000000000254

1. <u>Scope</u>: 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. <u>Participation:</u> 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. <u>Participating State/Entity Modifications or Additions to Master Agreement:</u> 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. <u>Primary Contacts</u>: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

| Contractor | Contra | ctor |
|------------|--------|------|
|------------|--------|------|

| Contractor |                                     |
|------------|-------------------------------------|
| Name       | Debra Lee                           |
| Address    | 442 Swan Blvd., Deerfield, IL 60015 |
| Telephone  | 847-537-0344 (Cell 847-922-2977)    |
| Fax        | 847-572-1336                        |
| E-mail     | debra.lee@hp.com                    |

**Participating Entity** 

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

6. <u>Partner Utilization</u>: 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 preand 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 <u>www.hp.com/buy/maine</u>

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 <u>www.hp.com/buy/maine</u>.

### 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.

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. <u>Terms:</u> 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. <u>Orders:</u> 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. <u>Separation</u>: 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. <u>Participating Addendum</u>: 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:            | Contractor:             |
|---------------------------------|-------------------------|
| State of Maine                  | Hewlett-Packard Company |
| By: Nevir Scheinen              | By:<br>Shell B. Hright  |
| Name:                           | Name:                   |
| Mark W. Lutte                   | Sheila Wright           |
| Title:                          | Title:                  |
| Director, Division of Purchases | 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                              | thay@naspovaluepoint.org |

### [Please email fully executed PDF copy of this document to <u>PA@naspovaluepoint.org</u> 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 1506190000000000254

WHEREAS, the State of Maine (herein "State") and HP Inc. (herein "Contractor") have entered into a NASPO ValuePoint Participating Addendum # MA 18P 150619000000000254 (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 15061900000000254 to MA-1511190000000000078 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)

-M. Scheiner

HP Inc. (Contractor)

nhowski BY Nancy Lenkowski

TITLE: Operations Director

TITLE: Contract Administrator

DATE: 3/16/2016

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: <u>HP Inc. Price</u> 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.

| <ol> <li>HP INC.<br/>The Contractor certifies that the appropriate person(s) have<br/>executed this Amendment on behalf of the Contractor as required<br/>by applicable articles, bylaws, resolutions, or ordinances.</li> <li>By:<br/>Signature<br/>Deborah Kaiser</li> </ol> | 2. MATERIALS MANAGEMENT DIVISION<br>In accordance with Minn. Stat. § 16C.03, subd. 3.<br>By: |
|--|--|
| Printed Name   | Date: 2///7  |
| Title: Contract Administrator  |  |
| Date:  | 3. COMMISSIONER OF ADMINISTRATION<br>Or delegated representative.                            |
| Ву:  | By: Ann . mmitt  |
| Signature  | 2/0/2  |
| Printed Name   | Date:B/20/7  |
|  |  |
| Title:   |  |
| Date:  |  |
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| 1/19/2017 THP Officing for 3 year 135 month extension) highlighted in Grean   | 201  | 5-2020 NASPO ValuePoint Computer Equipment PSS Discount Schedule   | <b>Discount Schedule</b>  |
|---|--|--|---|
| CTO base units are at base pricing; modules are at CTO discount   | Respo<br>Name Cl   | Band 1 - Desktops<br>Responder Name: HP Inc. ("HP")<br>Name Change Effective 11/1 to HP Inc.   |   |
| Obsolete category codes<br>New Category Codes   | Off HP List Price Prototote Prototote Prototote  | Base Line Pricing Utilized:<br>IP List Price Problems Subtraits for the Brandos Products on to the Artiston week the construction from their Perty Herdware and Software   | ni Ini Parti Herdware And Software  |
| Change in Category Code   |  | a will be posted via PDF with HP List and Manufacture list for components available weekly. Castom Services - HP will provide procuring entries with the List<br>price and Contract Price Quotes and mainlain for adding purposes. | instruction of the second s |
| Category Code   | MINIMUN SAMPERISACIUNE   | MUM BAND DISCOUNT - 18% eventions Beenhauds Third Park Value and Services and Beanding   | Add Services and Promotions)  |
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| 1.0000000   | Entry-Level & Specially Desktops (includes AIO)  | 6360 AIO, 8300 AIO, 3500, 3515, 4300, 600 AIO, 800 AIO. State 21 AIO, 2xx and 4xx product series for desktops and AIO  |   |
| INZ [DTT1571, OTT1271, OTT1272, OTT272, OT12574, OT15574<br>IMA POSTO DTT1671, OTT1971, OTT37/1   | Mid-Range<br> High-End   | 61(b) 13).5 6x product series<br>8xx and 7xx product series is first   | 27%   |
|   | Retail Solutions   | Inp5800, HP Digital Signage Displays   |   |
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| Category Code HP Product Codes  |  | Product Series Name  | Off HPLIst Price<br>Published Publicativ)   |
|   | Entry / Value Workstations   | Z1, Z2x, Z2x, Z4x, Sprout  |   |
| TWB Reincompression representation of TTT2/14, QTTT23/1<br>AMAG TO DE DE REGENERATION REPORTS AND ATTT22/2  | Mid-Range Workstations<br>Hinh-End Workstations  | ZBXX ZBX   |   |
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|   | CTO configure to order system bundled in one customer part<br>number   | All workstation models   |   |
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| 12M-TC  | Thin Client Options and Accessories  | All thin client models   | 388   |
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HP Inc. - MNNVP-133-NASPOVP-PC-PSS Discount Structure-Band123-11932017

Band 1 - Desktops

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| uter Equipment PSS Discount Sc                                      | Band 2 - Notebooks<br>Responder Name: HP Inc. ("HP") | Name Ohange Eliacive 474 to 117 no.                             |  | proceeding withfue with the List processor Centract Price Durber and m | ludes peripherals, third party, value add services and  | Product Series Name  | 2xx, 3xx, 4xx product series | Chromebooks, 215, 210, Probook 11EE | 6xx product series                  | Providential Society (Investigation Services and folio Control Society (Investigation Service) | All Notebook models              | All Natebaok models   | All Notebook modeks              | All Notebook models  |                  | mt40                | All thin client models              |                  |  |
| 2015-2020 NASPO ValuePoint Computer Equipment PSS Discount Schedule | Band 2 -<br>Responder Nan                            | Name Change Eite  | Base Line Pricing Utilized:<br>011 HP List Price enternation on the American State | ufactures list for components  | MINIMUM BAND DISCOUNT: 13% excludes peripherals, third party, value and services and promotions |  | Entry-Level Notebooks        | Mini Notebooks                      | Mid-Range Notebooks, ProBook Series | High-End, and workstation mobility   | Notebook & Tablet PC CTO Modules | CTO configure to order system bundled in one customer part number | Notebook Options and Accessories | Notebook Accessories - Education Software                          |                  | Mobile Thin Clients | Thin Client Options and Accessories |                  |  |
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| 1192017   |  |   |  |  |   | Category Code  | ZM1                          | 2M2                                 | 2M3                                 | 2Md + 10 - 21  | 23M5                             | 23M5-B  | 23MG                             | 23M7   | Category Code    | 2M8                 | 12M-FC                              | Category Code    |  |

HP Inc. - MNNVP-133-NASPOVP-PC-PSS Discount Structure-Band123-11932017

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Band 2 - Notebooks

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# 1/19/2017

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

Obsolete category codes

New Category Codes

Category Change in Category Code

2015-2020 NASPO ValuePoint Computer Equipment PSS Discount Schedule

## Responder Name; HP Inc. Band 3 – Tablets

# Name Change Effective 11/1 to HP

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Band 3 - Tablets

HP Inc. - MNNVP-133-NASPOVP-PC-P55 Discount Structure-Band123-11932017

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Peupherals, Band 1.3

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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.

OTM32/1 and QTM59/1 are new codes

Obsolete Category Codes New Category Codes

|  |                             |  |   |                                      |  |                                      |  |   | See ServicesTab for Time & Material Houry Ranse                            | 10%-                            | 300  | 10% East 10 10 10 10 10 10 10 10 10 10 10 10 10 | 10%           |  |                                |  | 10%.<br>               |                          |   | 10%            | 10%   |
|--|-----------------------------|--|---|--------------------------------------|--|--------------------------------------|--|---|--|---------------------------------|--|---|---------------|--|--------------------------------|--|------------------------|--------------------------|---|----------------|---|
| 4P Offering for 3 year (36 month extension) highlighted in Green | Value Add Services Band 1-3 |  | ster i<br>18 - Totaland Publicidan part Offinings Indicate Lot and an indicate Annual<br>19 - Networks and Latabatery | At Manufacturer Facility (HP Direct) | At Manufacturer Facility (HP Direct)   | At Manufacturer Facility (HP Direct) | Irstalation'de-instalation, maintenance, support, training, migration, and optimization<br>for conclust officers on supplies under the Materia the Agreement These syness of<br>services may include, but are not limited to, warrant'y services, maintenance,<br>tractalation, de-installation, factory taragration (software or orgument components),<br>asset management, recyclingdisposid, training and support<br>design, disastir second factoria and support service readine pre-implementation<br>design, disastir second factoria under profession of<br>a product officerd or supplied.   | See tab for Band 1-3 Services for Schedule for Additional Accretizate Discourts | See Services tab for Band 1-3 for Schedule of Time & Material Hourly Rates |                                 |  |   |               |  |                                |  |                        |                          |   |                |   |
| 1/19/2017: HP Officeing to:                                      | Value Add S                 |  | and the second secon       |                                      | 5  | Asset Tagging A:                     | try<br>try<br>second second s |   | arranty ttems  | Remote Software Support         | Image Loading  | fmage Consulting                                | Asset Tagging | Value Added Loopstics                                      | Onsite Deptoyment/Installation | Hard Döve Data Destruction             | Decommission/Recycling | Break Fix - Non Warranty | General Consulting                                  | Trainding      | State hourly rale for staging/deployment services |
| New Category Codes   | Product Codies              | urcart, croadz<br>dresst, croadz<br>dresst, croadz<br>croad, croadz<br>croad, croadz | qimisy2 (qinasid,<br>qiqaxu1 qiqasid,<br>qimisv1  |                                      |  | Select pre-built parts               | Custom Services created<br>specifically for a procuring<br>entity, which may on may not<br>have HP Product Codes.  | Custom Services   | Custom Services  |                                 |  |   | s             | QTP44/1, CTO94/1,<br>QTO95/1, QTO87/1,<br>QTP43/1, QTT46/1 |                                | Custom Services non Care<br>Pack offer | vices                  |                          |   | (majority of t | Custom Services                                   |
|  | Critedory Code:             |  |   |                                      | C.C. A S.C. No. 7 Short modeling from the second se | 123V5-4                              |  | 123VS-6   |  | PIGREDAL NICKOLN NUMBER NICKESS | RECENT OF THE RE | A Strategy under some                           | 123VS-11      | 123/5-12   |                                | 123VS-14                               |                        | STATES NEW STATES        | 123VS-1744 (000 - 000 ) 000 000 000 000 000 000 000 |                | 123V5-19  |

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

Discount: 20% discount off US List

HP Inc. - MNNVP-133-NASPOVP-PC-PSS Discount Structure-Band123-11932017

Band 1-3 Services

|                                 | UT SOUEDIN E                 |
|---------------------------------|------------------------------|
| US SHE DEVISIT & DISCORE        |                              |
|                                 |                              |
|                                 | ne de Ecologole - Junico mil |
|                                 | 1,251 Price                  |
|                                 |                              |
| \$400,000-\$733,999             | 2%                           |
| \$800.000-\$1.199.999           | 4%                           |
| \$1,200,000-\$1,599,999         | 6%                           |
| \$1,600,000 and over            |                              |
|                                 |                              |
| US MULTI-YEAR DISCOUNT SCHEDULE | SCHEDULE                     |

| ListPipe               | 3%      | %9      | %8      | 8%      | Desario Per Hilds on P<br>Liste of Per Hilds on P |
|------------------------|---------|---------|---------|---------|---|
| Length of Initial Term | 2 years | 3 years | 4 years | 5 years |   |

| 6%      | %6      |  |
|---------|---------|--|
| 2 years | 3 years |  |

# 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

| User Application Sunner      | (UAS Program)                        | Per Incident Hourty Rate | \$36                                       | \$180<br>\$45   | .5hr 5.fr  | Next Available Next Available<br>Engineer Engineer | 1  |
|------------------------------|--------------------------------------|--------------------------|--|---|--|--|--|
|                              |                                      | Short Term Consulting    | \$250                                      | \$325**   | Min  | Up to Next Business Day                            |  |
|                              | Microsoft O/S.                       | Pay Per Call             | \$294                                      | \$294   | Hir Nen After Hours M-F, Saturday, Sunday and Holidays: 2 Hr Men | Up to Next Business Day                            |  |
|                              | Account Support Services (ASC) rates |                          | 082\$                                      | \$350   | Standard Business Hours 8-5 M-F: 1 Hir Min                       | Cluote Only  |  |
| PC Desktops, and most        | Printers                             |                          | \$140                                      | \$175   |  | 3-5 Business Days<br>within 200miles               | ailable for Microsoft.                                 |
| Hourly rates for U.S. PC Des | excluding Alaska and                 | Pusite Rice              | namend business hours<br>An-P.6 win-B.p.in | After Hours<br>Murs 5 pn-3 an<br>1531, Start and 100<br>HP holioays | Winimun Hour Charge  | Slandaro Pesconse                                  | ** After hours service is not available for Microsoft, |

|   | DAY 3-5 | Standard Response                      |                                   | No additional fee  |  | No additional fee  |  |
|---|---------|--|-----------------------------------|--|--|--------------------|--|
|   | DAY2    | Two day Response                       | \$350 Desktops and Most Printers* | \$700 All Others   | \$700 Desktops and Most Printers*  | \$2,500 All Others |  |
| Expedited Response Fors for Non-Contract Customers for Par Event<br>Durs Annication rated i abor and naris charges. | Day 1   | Next Day Response                      | \$350 Desktops and Most Printers* | \$ roo All Others  | \$700 Desktops and Most Printers*  | \$2,500 All Others |  |
|   | DAYO    | Call received                          | No response/                      | Not available  | Na response/   | Not available      |  |
|   |         | APPENDED AND A BUSH STAILED AND A STAR | Starydard business hours          | and a second secon | The second s | 10(5a)B            |  |

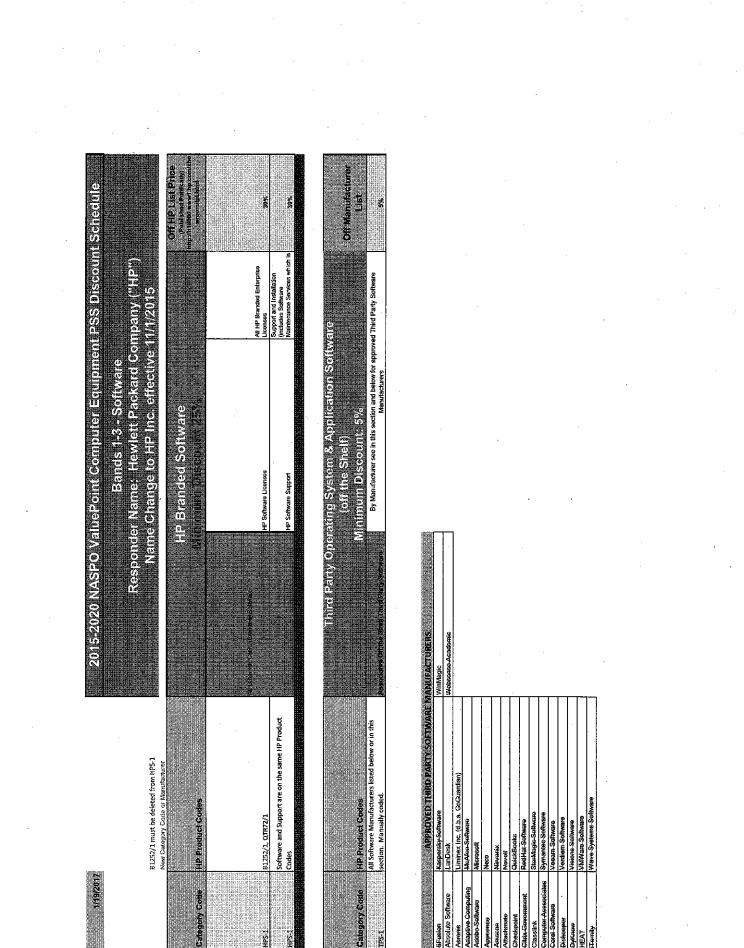
Band 1-3 Services

|   |  | 8700 Desktops and<br>Most Printers; \$2,500 | *** All Others"  | \$700 Desktops and Most Printers |   | \$700 Desktops and Most Printers |   |  |                         |                                   |                         |   | 4 5 5 6 6 101-200 300 + | \$505 Quote only Quote only |  | 5                  | \$350 Quote anly Quote pair |   |  | Any Day<br>Additional  | Charge for<br>after-hours             |                                       | \$700 plus O/T<br>Rates       |  |   |
|---|--|---|--|----------------------------------|---|----------------------------------|---|--|-------------------------|-----------------------------------|-------------------------|---|-------------------------|-----------------------------|--|--------------------|-----------------------------|---|--|--|---------------------------------------|---------------------------------------|-------------------------------|--|---|
| sis (c) blubber for a factor of the second se   | Included in coverage - No charge                   |   | Included in coverage - No charge<br>8700 Destrings and Most Printage - \$2 500 All Others* |                                  | arge<br>\$700 Desktops and Most Printers: \$2.500 All others" | S700 All Others"                 | economics a most rimman, and a current size of All others*<br>\$700 Desktops and Most Printers; \$2,500 All others* |  | •                       |                                   |                         |   | <u>3</u><br>51-100      | 5                           |  |                    |                             |   |  | DAY 3+<br>Charge for installation start three days from call receipt Add | _                                     | (Std business hours M-F 8 am-5 pm)    | \$700 Abarge                  |  |   |
| li Existită; flantavate Serrice contract Osvenage lo vegrade on a per neiden la<br>e ant travis verker a land regiun ne presence) (14500 (2505 675 265) 2600 (2502 665)<br>2600   |  |   | Included in cove   | Included in Coverage             | NO CHAIGE \$7001  | \$350 Desktors & Most Printers.  |   | ystems   | hour 1 hour minimum     | bur. 2 hour minimum               | Next Business Day       | er Event Hardwure Onstie Travel Zone Charges – Exterption Systems   | 2<br>26-50              | \$240                       | E vent Hui Interio Orisido Travel Zono Changeo - Commercial Servers<br>Destropada & Britinas | 2                  |                             | the hourly rate)  | česponse Pees, installation Savitces, init - 2000 - 2000 | DAY 2<br>Charge for installation start two days from call receipt        | · · · · · · · · · · · · · · · · · · · | (Std business hours M-F 8 am-5 pm)    | \$350                         |  |   |
| and the second   | Monday through Friday<br>Sat. Sun. and HP holidays |   | Monday through Friday<br>Sat Sun and HP holidays   |                                  | wonday unougn Friday<br>Sat, Sun, and HP holidays             | Monday through Friday            | sat, Sun, and HP holidays   | Note: Expediad response is dependent on resource availability. • Large Enterprise Printers fail in the "other" category bove.<br>•••• Calify Accord during these times may be serviced on the same day depending on resources and estimated completion time.<br>•••• Calify Accord during these times may be serviced on the same day depending on resources and estimated completion time.<br>•••• Calify Accord during these times may be serviced on the same day depending on resources and estimated completion time.   | nd ren 0.81%            | \$235 Der hr                      | UptoN                   | He He has a second s | 1<br>25-Jun             | \$140                       |  | <u>1</u><br>25 lin |                             | 1) Zone Fees do not apply to NonStop. NonStop Travel Fees will be calculated on actual travel time incurred (based on th<br>2) Mileage is measured from the closest HP primary support office to the customer location as a radius<br>(radial distance). Zone Mileage definitions may vary in some locations. | Expedied   | DAY 1<br>Charge for next day installation start                          |                                       | (Std business trours M-F 8 am-5 pm)   | 002\$                         |  |   |
| A set of the set of |  |   |  |                                  |   |                                  |   | apendent on resource availab<br>mes may be serviced on the<br>the non-latel® Systems<br>HP non-latel® Systems  | \$250 per hour, 1 hour  | \$325 per hour, 2 hour<br>minimum | Up to Next Business Day |   | οı Γ.                   | \$0                         | ,  | 2.5                | \$75                        | lonStop. NonStop Travel Fee<br>le closest HP primary suppor<br>age definitions may vary in so   |  | DAY 0<br>Charge for same day   | installation start                    | (Std business hours M-F 8<br>am-5 pm) | Custom Quote                  |  |   |
|   | 0.11633662   |   | 13X5X4hr Response<br>18-25 S-Som)  | Stordhi Response                 |   | 945ANED<br>New Stillings Dev     |   | Note: Expediad response is de<br>Calls placed during these ti<br>Calls placed during these ti<br>Calls placed during these times to<br>Placed to the control of the | Standard Business Hours | _                                 | Response Time           |   | Zone Z                  | SahrellO                    |  | 2019               | nivesto<br>Charges          | <ol> <li>Zone Fees do not apply to ħ</li> <li>Mileage is measured from th</li> <li>(radial distance). Zone Milea</li> </ol>   |  |  |                                       |                                       | Deskops and<br>Most Printelis |  | , |

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HP Inc. - MNNVP-133-NASPOVP-PC-PSS Discount Structure-Band123-11932017

Band 1-3 Services



Software

HP Inc. - MNNVP-133-NASPOVP-PC-PSS Discount Structure-Band123-11932017

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| 2015-2020 NASPO ValuePoint Computer Equipment PSS Discount Schedule<br>Bands 1-3 - Third Party Hardware<br>Responder Name. Hewlett Packard Company ("HP")<br>Name Change to HP Inc. effective 11/1/2015 | Third Party Options/Products On the List Price | 1/1. Contraction of the Manufactures not noted in the category see Third Contractures and the category see Third Party Approved Manufactures below. All Hardwates Below. All Hardwates Manufactures except APC and GETAC |
|---|--|--|
| ilew approved hardware vention<br>or Product Codes  | HP Product Codes                               | (Manual listing), QTR37/1,<br>QTR37/2  |
| ATTRACE()   | gory Code                                      |  |

10% **363E** 

turer: APC/Schneider Electric

Manufa

(Manual listing)

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THE

|  | ſ                         | T        |                        |                             |                  |                            |              | ĺ                   |             |         |                        |              |                 |                 | T             |                     | T                                     |                             | T                |                      |  |                 |
|--|---------------------------|----------|------------------------|-----------------------------|------------------|----------------------------|--------------|---------------------|-------------|---------|------------------------|--------------|-----------------|-----------------|---------------|---------------------|---------------------------------------|-----------------------------|------------------|----------------------|--|-----------------|
| Content of the second   | Sameonita                 | Semelo   |                        | Smith Enternisers Inn (CEI) |                  | éme -                      | SUBLIGUE     | Symbol Technologies | Targus      | Taar    | 1000<br>Tra1 0         |              | Troy            | Verbatim        | Viewsonic     | Virtual Instruments | Western Dinital                       | Velow Technologie           |                  | Ayratex              | Zebra Technologies   | zSpace          |
| ars<br>• authorization Istimo (6416  | Mellanox Technologies Inc | Memorex  | Meridian               | Monster Calla Products      | Motorola         | M-S Cash Disurse           |              | Net                 | NETGEAR     | Mikon   | Daothee Industrian     |              | s-Dilips        | Planar Monitors | Plantronics   | AV Y                | Precision Mounting Technologies (PMT) | Protoct Committee Devolutie |                  |                      | Quantam  | Riverbed        |
| 2015-2020 Approved Third Party Hardware Marufacturers<br>and at the website and in the Upprate liston which is used as the a   | -Ma                       | - Ma     | Me                     |                             |                  |                            |              |                     |             | Wik     |                        |              |                 | Pla             | Pla           | PNY                 |                                       | ad                          |                  |                      | Out  | Riv             |
| hird Part<br>Te Upgrad   | Imation                   | iPearl   | InfoCase               | InFocus                     | Intel            | TOGFAR                     | la mere      |                     | JAK Systems | Juniper | Kensington             | Kou Tranin   | very studie     | Kingslon        | La Cie        | FG                  | Liebert                               | Laaitech                    | emak             |                      | Nag lek  | MaxCase         |
| 2015-2020 Approved Third Party Hardware Manufacturers<br>at is posted at the website and in the Upprade listing which is used as the authorization listing (Erte20-ta) | Disba                     | Eaton    | Egan TeamBoard         | Eizo                        | Elo TouchSystems | Emulex                     | Entern       |                     | Ergouon     | EVGA    | F5                     | l Faithaven  |                 | 1-BILOWES       | Fusion-IO-INC | Gamber Johnson      | Getac                                 | Goldtouch                   | Havis            | Unround!             |  | Humanscale      |
| Updated to reflect what  | Bosch (Dremel)            | Bretford | Brocade Communications | Brother                     | Buslink          | C2G formently Cables to Go | Canon        | Chame Kowhened      |             | Chicany | Chief Manufacturing    | CMS products |                 | Cracepoint      | Creative Labs | Crowley Co.         | Crucial                               | Cyber Acoustics             | Cyclone Products | Dalamation Svetome   |  | Digital Persona |
|  | 3DConnexion               | ME       | Adaptec                | Adesso                      | Aleratec         | Athed Telesis              | Antenna Plus | Anthro Comoration   |             | Apacer  | APC/Schneider Electric | APEX         | ABC Coch During |                 | Apricati      | ASUS                | AII                                   | Avocent                     | Barco            | Barrecticia Networks | Public Control of Cont | DEIKID          |

Third Party Hardware

HP Inc. - MNNVP-133-NASPOVP-PC-PSS Discount Structure-Band123-11932017

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### 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 <u>compliance.MDHR@state.mn.us</u>. 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 <u>compliance.MDHR@state.mn.us</u>.

| 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:              | Date <u>1/24/17</u>           |
|-------------------------------|-------------------------------|
| Authorized Signature: _ Kausu | Telephone number:             |
| 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 | Т | oll Free | 800-657-3704 |
|--------|-----------------------------|-----------|--------------|---|----------|--------------|
| Email: | compliance.mdhr@state.mn.us |           |              |   |          | 651-296-1283 |
|        |                             |           |              |   |          | 001 200-1200 |

CONTRACT NO. MNNVP-133

MASTER AGREEMENT AWARD COMPUTER EQUIPMENT

### **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.

| Annie Alexandra Alexandra              | Central Control of Con |              | a l'acterit de la commune d |
|--|--|--------------|---|
| Deborah Jarvis                         | Director, Americas Transformation,<br>Innovation, and Enablement   | \$50,000,000 | Vancouver, WA   |
| Jim Ranalli                            | Manager - Americas Contract Operations   | \$50,000,000 | Toronto, Ontario,<br>Canada   |
| Nancy Lenkowski                        | Contract Administrator   | \$5,000,000  | Alpharetta, GA  |
| Milagros Buendia                       | Contract Administrator   | \$5,000,000  | Tlaquepaque, Jalisco,<br>Mexico   |
| Fernando Castillo Valdovinos           | Contract Administrator   | \$5,000,000  | Tlaquepaque, Jalisco,<br>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,<br>Mexico   |
| Fatima Renteria Sauced                 | Contract Administrator   | \$5,000,000  | Houston, TX   |
| Sondra Andrea Perez<br>Fernandez       | Contract Administrator   | \$5,000,000  | Tlaquepaque, Jalisco,<br>Mexico   |
| Alejandra Martin del Campo<br>Valencia | Contract Administrator   | \$5,000,000  | Tlaquepaque, Jalisco,<br>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<sup>22</sup>; 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.

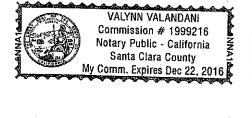
### STATE OF CALIFORNIA COUNTY OF SANTA CLARA

On <u>February 22, 2016</u>, before me, <u>Valynn Valandani, Notary Public</u>, personally appeared <u>Ruairidh Ross</u>, 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<br>Name                     | SLA Level    | Delegation<br>Level | Delegation<br>Amount                  | Effective<br>Date        | Expiry<br>Date |
| Catherine<br>Bingham                      | \$5,000,000  | C5                  | Up to<br>\$50,000,000                 | 25/02/2016               | 31/01/2017     |
| Fernando Castillo<br>Valdovinos           | \$5,000,000  | C5                  | Up to<br>\$50,000,000                 | 25/02/2016               | 31/01/2017     |
| Deborah Kaiser                            | \$10,000,000 | C5.                 | Up to<br>\$50,000,000                 | 25/02/2016               | 31/01/2017     |
| Nancy Lenkowski                           | \$5,000,000  | C5                  | Up to<br>\$50,000,000                 | 25/02/2016               | 31/01/2017     |
| Alejandra Martin<br>del Campo<br>Valencia | \$5,000,000  | C5                  | Up to                                 |                          |                |
| Sondra Andrea<br>Perez Fernandez          | \$5,000,000  | <br>C5              | \$50,000,000<br>Up to<br>\$50,000,000 | 25/02/2016<br>25/02/2016 | 31/01/2017     |
| Fatima Renteria<br>Sauced                 | \$5,000,000  | C5                  | Up to<br>\$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:

Kevin M. Lindsey, Commissioner

### AN EQUAL OPPORTUNITY EMPLOYER

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

### 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.<br>The Contractor certifies that the appropriate person(s) have   | 2. OFFICE OF STATE PROCUREMENT<br>In accordance with Mign: Stat. § 16C.03, subd. 3.  |
|--|--|
| executed this Amendment on behalf of the Contractor as required<br>by applicable articles, bylaws, resolutions, or ordinances.<br>By:<br>Signature<br>Colleen F Lively<br>Printed Name | By:     Image: Second Sec |
| Title: <u>Contract Administrator</u>   |  |
| Date: <u>11/13/2019</u>  | 3. COMMISSIONER OF ADMINISTRATION<br>Or delegated representative.  |
| Ву:  | By: Them I. farmet   |
| Signature  | Date: ///19/2019   |
| Printed Name   |  |
| Title:   |  |
| Date:  |  |
|  |  |



### 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.

| <ul> <li>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.     </li> <li>By:         Decusigned by:         By:         By:<!--</th--><th><ul> <li>2. Office of State Procurement         <ul> <li>In accordance with Minn. Stat. § 16C.03, subd. 3.</li> <li>By: Hightile Kanda<br/>742DE739C8ED492</li> </ul> </li> <li>Title: Acquisition Management Specialist         <ul> <li>Date: 5/5/2021</li> </ul> </li> </ul></th></li></ul> | <ul> <li>2. Office of State Procurement         <ul> <li>In accordance with Minn. Stat. § 16C.03, subd. 3.</li> <li>By: Hightile Kanda<br/>742DE739C8ED492</li> </ul> </li> <li>Title: Acquisition Management Specialist         <ul> <li>Date: 5/5/2021</li> </ul> </li> </ul> |
|--|---|
| Printed Name Title: <u>Contract Administrator</u> Date: <u>5/5/2021</u> By:  | <ul> <li>3. Commissioner of Administration         <ul> <li>Or delegated representative.</li> <li>DocuSigned by:</li> <li>Andy Doran</li> <li>68D02A26D7604BA</li> </ul> </li> <li>Date: 5/6/2021</li> </ul>  |
| Printed Name Title: Date:  |   |



### **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.<br>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: By: By: Bignature Judith M. Alexander Printed Name Senior Counsel | <ul> <li>2. Office of State Procurement         <ul> <li>In accordance with Minn. Stat. § 16C.03, subd. 3.</li> <li>Docusigned by:</li> <li>By:</li> <li>Hightli M. Kanda</li> <li>742DE739C8ED492</li> </ul> </li> <li>Title: Acquisition Management Specialist         <ul> <li>5/18/2022</li> <li>Date:</li> </ul> </li> </ul> |
|---|---|
| Date:   | <b>3. Commissioner of Administration</b><br>Or delegated representative.  |
| By:<br>Signature<br>Printed Name  | By: Luke Jannett<br><sup>0266C0BDBEF44DE</sup><br>Date:   |
| Title:<br>Date:   |   |
|   |   |

### STATE OF MINNESOTA – WORKFORCE CERTIFICATE INFORMATION

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

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

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

Attached is our current Workforce Certificate issued by the Minnesota Department of Human Rights (MDHR).

| Attached is confirmation that MDHR received our application for a Minnesota Workforce Certificate on |
|--|
| (date).  |

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

- Attached is our current Workforce Certificate issued by MDHR.
- $\blacksquare$  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 <u>compliance.MDHR@state.mn.us</u>.

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              |
|---|--------------------------------|
|   | 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: <u>http://mn.gov/mdhr/</u> Email: compliance.mdhr@state TC Metro: 651-539-1095

Toll Free: 800-657-3704 TTY: 651-296-1283

compliance.mdhr@state.mn.us

### DEPARTMENT OF HUMAN RIGHTS

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 <a href="https://www.mn.gov/mdh/certificates">www.mn.gov/mdh/certificates</a>.

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

Sincerely,

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

### DEPARTMENT OF HUMAN RIGHTS

### 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:

Kevin M. Lindsey, Commissioner

AN EQUAL OPPORTUNITY EMPLOYER Freeman Building • 625 Robert Street North • Saint Paul, MN 55155 • Tel 651.539.1100 MN Relay 711 or 1.800.627.3529 • Toll Free 1.800.657.3704 • Fax 651.296.9042 • mn.gov/mdhr HP INC ATTN: Stephanie Teasdale 1501 PAGE MILL ROAD PALO ALTO CA 94305

### 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.

| <ul> <li><b>HP, Inc.</b>         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.     </li> <li>By:         By:         Juilt Mayandr         Signature 50016A743F4400     </li> <li>Judith Alexander</li> <li>Printed Name</li> </ul> | <ul> <li>2. Office of State Procurement<br/>In accordance with Minn. Stat. § 16C.03, subd. 3.</li> <li>By: Hizabeth M. Kanda<br/>742DE739C8ED492</li> <li>Title: Acquisition Management Specialist</li> <li>Date: 1/3/2023</li> </ul> |
|--|---|
| Title: <u>Senior Counsel</u>   |   |
| Date: <u>12/21/2022</u>  | 3. Commissioner of Administration<br>Or delegated representative.   |
| Ву:  | By: Andy Doran  |
| Signature  | 68D02A26D7604BA   |
| Printed Name   | Date: <u>1/3/2023</u>   |
| Title:   |   |
| Date:  |   |