

# STATE OF MONTANA TERM CONTRACT

Department of Administration  
State Procurement Bureau  
165 Mitchell Building  
PO Box 200135  
Helena, MT 59620-0135  
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**T.C. #: NASPO VALUEPOINT #3091\_HP**  
**Title: COPIERS, PRINTERS, AND RELATED DEVICES**  
**This is a non-exclusive contract.**

CONTRACT TERM	FROM	OCTOBER 1, 2015	CONTRACT STATUS	NEW (xx)
	TO	JUNE 30, 2019		RENEW ( )
VENDOR ADDRESS	HP, INC. 442 SWAN BOULEVARD DEERFIELD, IL 60015		ORDER ADDRESS	
ATTN:	Debra Lee		ATTN:	
PHONE:	847-537-0344		PHONE:	
FAX:			FAX:	
E-MAIL:	Debra.lee@hp.com		E-MAIL:	

REMARKS: This contract was established by NASPO VALUEPOINT (formerly Western States Contracting Alliance/National Association of Procurement Officials, (WSCA/NASPO). NASPO VALUEPOINT competitively issues and awards cooperative contracts while leveraging the demand of multiple states to achieve the best possible prices. Pricing regarding this contract may be found at the following website:

<http://www.naspovaluepoint.org/#/current-contracts/search?term=COPIERS,%20PRINTERS>

NASPO VALUEPOINT  
#3091

RHONDA R. GRANDY, CONTRACTS OFFICER

DATE: 12/15/2015

**AUTHORIZED SIGNATURE**

Agencies must contact the State Procurement Bureau prior to signing a lease agreement.

This document represents an overview of NASPO VALUEPOINT. This document is not intended to replace or append the contract, rather to provide an overview and summary of the agreement.

## 1.0 BACKGROUND

The State of Montana is a member of NASPO VALUEPOINT, which establishes the means by which participating states may join together in cooperative multi-state contracting. This is an effort to achieve cost-effective and efficient acquisition of quality products and services. This contract is a result of a cooperative procurement conducted by the State of Nevada on behalf of NASPO VALUEPOINT.

## 2.0 PURPOSE

The purpose of this contract is to provide state agencies and all registered cooperative purchasing organizations with an expedited means of obtaining copiers, printers, and related devices. The following definitions of the types of copiers and printing devices will prevail:

- **A) Copiers Black & White** – A machine that makes exact paper copies of printed or graphic materials in black and white only.
- **B) Copiers Color** – A machine that makes exact paper copies of printed or graphic materials in black and white and more than one color.
- **C) Wide Format Devices** – A printer that prints larger than 11x17 paper, which typically use ink jet technology to print on a variety of output mediums.
- **D) Printers (Color and Black & White)** – Device does not copy as the primary function and does not allow 11x17 paper. Printer shall include an inkjet or laser-printer print engine. Printer equipment may include the function of network printing as the primary function and the functionalities of copying/scanning/faxing (or e-fax) as a convenience.
- **E) Digital Duplicator** – High production device with a stencil ink and a drum. Devices making use of templates to create large volume of documents quickly at the lowest cost per copy.
- **F) Scanners** – A device used to convert paper documents into digital images.

For the purposes of this contract, Canon has been awarded Groups A, B, C, and F.

## 3.0 NON-EXCLUSIVE CONTRACT

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is for the convenience of state agencies and is considered by the State Procurement Bureau to be a “non-exclusive” use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. The State Procurement Bureau does not guarantee any usage.

## 4.0 ORDERING PROCEDURE

In accordance with the terms of the contract, an agency purchase order must be issued to the contractor for all required products. The purchase order must reference contract NASPO VALUEPOINT #3091 and identify all items desired, the purchase order date, the delivery date, shipping locations and prices. Invoices shall reference NASPO VALUEPOINT #3091\_HP.

#### 5.0 CONTRACT TERM

This contract shall take effect on October 1, 2015 and terminate on June 30, 2019. (Mont. Code Ann. § 18-4-313.) This is the first year of the contract.

#### 6.0 CONTRACT RENEWAL

This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in one-year intervals, or any interval that is advantageous to the State. Renewals of this contract shall be at the discretion of the State.

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

MASTER AGREEMENT  
HP Inc.  
Nevada RFP 3091  
(hereinafter "Contractor")

And

State of Montana  
(hereinafter "Participating Entity")

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1. Scope: This addendum covers the Copiers, Printers & Related Devices 14-19 lead by the State of Nevada for use by state agencies and other entities located in the Participating **State of Montana** authorized by that state's statutes to utilize **State of Montana** contracts with the prior approval of the state's chief procurement official.

Contractor has been awarded devices and services in the following categories:  
Group D – Printers

In the event of a conflict between the terms and conditions of this Participating Addendum ("PA") and any Exhibit subject to this PA, the terms and conditions of the Exhibit prevail.

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 of Montana** 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.

Participating State Modifications or Additions to Master Agreement:

3.1 Access and Retention of Records: Contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of eight years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

3.2 Assignment, Transfer and Subcontracting: Contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

3.3 Reduction of Funding: The State must by law terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance of this

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contract in a subsequent fiscal period. (18-4-313(4), MCA.) If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, the State shall terminate this contract as required by law. The State shall provide Contractor the date the State's termination shall take effect. The State shall not be liable to Contractor for any payment that would have been payable had the contract not been terminated under this provision. As stated above, the State shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date the State's termination takes effect. This is Contractor's sole remedy. The State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

3.4 Tax Exemption: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

3.5 Venue: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

**4. Participating State Modifications or Additions to Master Agreement:**

The parties agree that Section 14.b of the Master Agreement is modified with the following:

- a.) At the beginning of the paragraph insert "For HP manufactured Products" before "The Contractor shall defend, indemnify..."
- b.) The parties agree that Section 14.b.2 of the Master Agreement is changed with the following:
  1. Sentence three (3), is replaced with the following: "Otherwise, the Contractor shall have control over the defense and settlement of it."
  2. In sentence four (4) after "However," the following is inserted: "regarding the settlement of such claim".

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3. Sentences six (6) and seven (7) are replaced with the following: "If such a claim is made or appears likely to be made, the Indemnified Party agrees to permit Contractor to enable Indemnified Party to continue to use the Product, or to modify it, or replace it with one that is at least functionally equivalent. If Contractor determines that none of these alternatives is reasonably available, Indemnified Party agrees to return the Product to Contractor on its written request. Contractor will then give Indemnified Party a credit equal to Indemnified Party's net book value provided Indemnified Party has followed generally-accepted accounting principles;

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

5. Leases: Equipment finance leases are subject to the terms and conditions of the HP Lease Agreement, as set forth as **Exhibit A** (HP Lease Agreement), unless otherwise agreed. Notwithstanding anything to the contrary in this PA, in the event of a conflict between an executed HP Lease Agreement and the Master Agreement and this Participating Addendum, the terms of the HP Lease Agreement will supersede and control. Any HP Lease Agreement issued before the termination of this PA shall survive the termination of this PA and the Master Agreement.

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

**Contractor**

Name	Debra Lee, Contract Program Manager HP Inc.
Address	HP Inc. 442 Swan Boulevard Deerfield, IL 60015
Telephone	847-537-0344
Fax	
E-mail	debra.lee@hp.com

**Participating Entity**

Name	Rhonda R. Grandy
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Address	125 N Roberts, Room 165 Mitchell Bldg., Helena, MT 59620
Telephone	406-444-3320
Fax	406-444-2529
E-mail	rhgrandy@mt.gov

6. Service Level Agreement: The Service Level Agreement (SLA) is set forth in Part A of Exhibit B, Basic Print Services (BPS) Statement of Work (SOW), and provides additional service level goals.

7. HP / WSCA Master Maintenance and Sale Agreement: Notwithstanding anything to the contrary in the Master Agreement, Purchasing Entities are subject to "HP WSCA Maintenance and Sale Terms" attached and incorporated herein as **Exhibit C**. Unless otherwise agreed, software is provided subject to the terms and conditions of the license applicable to such software.

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

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

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10. Participating Addendum Term: Unless otherwise specified, this Participating Addendum shall renew consecutively with the Master Agreement.

11. Price Agreement Number: All purchase orders issued by Purchasing Entities within the jurisdiction of this Participating Addendum shall include the Participating State contract number listed above and the Lead State price agreement number: 3091.

12. Individual Customer: Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers (a.k.a. "Purchasing Entity"). Except to the extent modified by a Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

This Participating Addendum and the Master Agreement number 3091 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating Entity.

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



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Participating State/Entity: State of Montana	Contractor: HP Inc.
By: Cheryl Grey	By: 
Name: 	Name: Nancy Lenkowski
Title: SFSD Administrator	Title: Contract Administrator
Date: 12-11-2015	Date: 11/19/2015

If you have questions about this Participating Addendum or the participation process, please contact:  
**WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION**

Name	Paul Stembler, Cooperative Development Coordinator
Telephone	651-206-3858
E-mail	paul.stembler@wsca-naspo.org