

**Region 4 ESC**

**Contract # R210403**

*for*

Technology Solutions, Products, and Services

*with*

**HP Inc.**

Effective: June 1, 2021

The following documents comprise the executed contract between the Region 4 Education Service Center and HP Inc. effective June 1, 2021:

- I. Appendix A; Supplier Contract
- II. Offer & Contract Signature Form
- III. Supplier's Response to the RFP, incorporated by reference

## Tab 1 – Contract and Offer and Contract Signature Form (Appendix A)



**APPENDIX A**

**CONTRACT**

*This Contract ("Contract") is made as of April 27, 2021 by and between HP Inc. ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Technology Solutions, Products and Services\_ ("the products and services").*

**RECITALS**

WHEREAS, Region 4 ESC issued Request for Proposal ("RFP") Number 21-04, to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. ~~In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.~~

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof by mutual agreement of the parties. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) Scope: Region 4 ESC and Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).



- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
  - i. This Contract, [and Offeror's Appendix B, Terms and Conditions Acceptance Form, as accepted](#)
  - ii. Offeror's Best and Final Offer
  - iii. Offeror's proposal
  - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of [the other party](#) Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party, only [if the new party creates a material conflict of interest for Region 4 ESC](#). A change of name agreement will not change the contractual obligations of Contractor. [Any termination of this Contract as a result of any sale or transfer of Contractor's assets under this section will not be considered a termination for cause and shall be subject to the terms and conditions of Section 11.e. \(Standard Cancellation\)](#).
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers.

10.1. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor [and authorized Contractor Resellers, as](#) unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

10.2 Purchases from Contractor Authorized Distributors/Dealers: Subject to the terms and pricing of this Agreement, Vendor Resellers (as approved by Region 4 ESC and Contractor), and as defined below, may participate as follows:

- (a) Definition: "Contractor Reseller" means a third-party authorized by Contractor in a certain geography or group of geographies to purchase certain products and services as a first tier reseller directly from Contractor, or an Authorized Contractor Distribution partner, for resale to Region 4 ESC and its Public Agencies, subject to the terms,

conditions, and pricing of this Agreement.

(b) Participation: For Public Agencies' purchases under this Agreement, Contractor Resellers are eligible to issue quotes, accept and fulfil purchase orders, issue corresponding invoices for the products and support purchased hereunder, and process payments. Region 4 ESC and Public Agencies' right to purchase products and services from any approved Contractor Reseller under this Agreement will terminate automatically upon the expiration or termination of this Agreement, Contractor Reseller ceases to be an authorized reseller of Contractor products and/or services hereunder, Contractor's termination of the Reseller's Indirect Agreement with Contractor specific to this Agreement, Contractor's termination of the Reseller's Business Agreement with Contractor, or Region 4 ESC rescinds its approval of the Contractor Reseller for this Agreement.

## 11) TERMINATION OF CONTRACT

- a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
- i. Providing material that does not meet Contractor ~~the specifications of the Contract;~~
  - ii. Providing work or material was not awarded under the Contract;
  - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
  - iv. Failing to complete required work or furnish required materials within the time frame stipulated in Contractor's quote or as otherwise agreed ~~a reasonable amount of time;~~
  - v. ~~Failing to make progress in performance of the Contract or~~ Ggiving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
  - vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have no less than ten (10) business days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern, as identified in the deficiency notice, may result in Contract cancellation. Upon cancellation under this paragraph, and except for Contractor's intellectual property, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract for Public Agencies, for which the Public Agencies have paid, shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, either party ~~Contractor~~ fails to fulfill its obligations in a timely manner, or ~~Contractor~~ violates any of the covenants, agreements, or stipulations of this Contract, the non-breaching party ~~Region 4 ESC~~ reserves the right to terminate the Contract ~~immediately~~ after the breaching party fails to remedy the breach within a reasonable time after being notified in writing of the details, and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the breaching party ~~Contractor,~~ specifying the effective date of termination. ~~In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC.~~ If such event does occur,

Contractor will be entitled to receive ~~just and equitable~~ compensation for the ~~satisfactory~~ work completed up to the effective date of termination ~~on such documents.~~

- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for cancellation of the order ~~the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.~~
- d) Force Majeure. With the exception of Public Agencies' payment obligations, if by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; pandemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Subject to section 13 (Survival Clause), Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. ~~After the 30th business day all work will cease following completion of final purchase order.~~
- 12) Licenses. Contractor shall maintain in current status all applicable federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties, supplemental agreements, statements of work, or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.

- 14) Evaluation. ~~Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.~~ Contractor will use all commercially reasonable efforts to deliver materials in a timely manner. Contractor may elect to deliver software and related product/license information by electronic transmission or via download. If Contractor is unable to meet Public Agencies' requirements, Public Agencies may cancel that order as its sole remedy.
- 15) Inspection & Acceptance. All products will be accepted upon delivery, and acceptance of services will occur upon performance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material. Valid warranty claims will be subject to the warranty terms and conditions included in Contractor's proposal, including Contractor Additional Terms and Conditions for Purchases of Technology Solutions, Products and Services, which are included as Attachment 2 to Appendix B, General Terms & Conditions Acceptance Form.
- 16) Payments. Payment shall be made after ~~satisfactory performance~~ of services and/or delivery of products, in accordance with all provisions thereof, and upon receipt of an accurate properly completed invoice. Public Agencies shall pay all invoiced amounts within thirty (30) days of Contractor's invoice date, or as otherwise required by a Public Agency's State law. Contractor may suspend or cancel performance of open orders or services if a Public Agency fails to make payments when due.
- 17) Price Adjustments. ~~Should it become necessary or proper~~ If during the term of this Contract Contractor elects to make any change in design or any alterations that will affect the discounts increase price of products and services listed in HP Discounts Schedule included in Contractor's proposal, Region 4 ESC must be notified immediately with 15 business days prior written notice. Price increases must be approved by Region 4 ESC within fifteen (15) days of receipt of written notice from Contractor, and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. If Contractor does not receive a written response from Region 4 ESC regarding the discount changes within five (5) days after receipt of written notice from Contractor, the discount changes will become effective on day six (6). All price increases must be supported by manufacturer documentation, or a formal cost justification letter. In the event Region 4 ESC provides a written objection to the Contractor's requested discount changes, Contractor will address the Region 4 ESC concerns within the initial fifteen (15) days' advance notice period. After the discount change concerns have been resolved to the satisfaction of both parties, Contractor's proposed discount changes will become effective immediately. Upon written request to Region 4 ESC, Contractor must honor previous discounts prices for thirty (30) days after written approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all discounted pricing up to date and on file with Region 4 ESC. All discount price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price

is not exceeded after the time-limit. ~~Contractor shall offer Region 4 ESC any published price reduction during the Contract term.~~

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the files or records pertaining to this Agreement specific to any charges paid or payable by Public Agencies ("Records") ~~accounting~~ for a period of three (3) years from the time such purchases are made. Audits shall be performed, with 30 days' written notice, at Region 4 ESC's expense cost normal business hours in a manner to minimize disruption to Contractor's business, and Region 4 ESC shall promptly provide Contractor with a copy of the results of the audit. These Records shall not include any personnel-related information, product or labor cost data, or proprietary data relating to HP's products, services, or customers. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense in the manner described in this section 18. Notwithstanding the foregoing, in the event that Region 4 ESC ~~has proof is made aware~~ of any pricing being offered that is materially and intentionally inconsistent with the pricing under this agreement, Region 4 ESC shall immediately notify Contractor. Region 4 ESC shall have the ability to conduct an ~~extensive~~ audit of Contractor's pricing Records for the Agreement ~~at Contractor's sole cost and expense~~. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm subject to a confidentiality agreement. In the event of an audit, the requested materials shall be reasonably provided in the format and at the location designated by Region 4 ESC.
- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's or third-party's minimum standard warranty ~~and one (1) year labor warranty unless otherwise agreed to in writing~~.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.



- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Public Agencies and Contractor shall take all commercially reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary applicable safeguards for protection of workers and the public. Public Agencies and Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Public Agencies may identify in purchase orders that products are to be delivered to specified ~~Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the sites, or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.~~
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract. Region 4 ESC and/or Public Agencies shall provide advance written notice to Contractor of any cancellation or termination of this Agreement, statements of work, service agreements, supplemental agreements, or purchase orders, due to non-funding, which shall not affect payments due or fulfillment and payment for services performed and products delivered prior to the notice of termination.
- 30) Indemnity. Contractor shall defend and settle, ~~protect~~, indemnify, and hold harmless both

Region 4 ESC and its administrators, employees and agents ("Indemnified Parties") against all third-party claims for tangible property damage, bodily injury and death, to the extent caused by Contractor's negligence or willful misconduct, provided that Indemnified Parties promptly notify Contractor of such claims, cooperate with Contractor in the defense of the claims, and grant Contractor sole defense of such claims ~~damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract.~~ In connection with such claims, Contractor will pay all defense costs, settlement amounts, court-awarded damages (including court costs and reasonable attorneys' fees), and third-party costs incurred by Indemnified Parties at the request of Contractor in connection with the defense of the claim. Each party will have a duty to mitigate damages for which the other party is responsible. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement subject to the terms of this section 31. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

For the term of this Agreement only, Region 4 ESC may display Contractor marks ("HP Marks") solely to accurately identify its participation in this Agreement and in connection with its performance under this Agreement provided that Region 4 ESC agrees to:

- (a) use HP Marks only in the form and manner approved by HP;
- (b) submit to HP for its prior written approval all marketing materials specific to this Agreement containing HP's Marks; and
- (c) include all proprietary notices that HP specifies be used with its Marks.

Any display of the HP Marks will inure solely to HP's intellectual property rights in the Marks. Region 4 ESC agrees to adhere to HP's logo or trademark guidelines ("Trademark Guidelines") for displaying the HP Marks, as may be amended from time to time. If reasonably requested by HP, Region 4 ESC will expeditiously implement changes in the manner in which it uses the Marks to comply with the HP Trademark Guidelines. Region 4 ESC agrees not to display HP's Marks in a manner that is not accurate or in a manner that is likely to confuse or mislead as to the relationship between the parties. Region 4 ESC may not use HP's Marks together with their own trademarks to create a composite mark. Region 4 ESC will not use HP's Marks in a manner that compromises or reflects unfavorably upon the goodwill, good name, reputation or image of HP, or which might jeopardize or limit HP's proprietary interest in its Marks. Failure to comply with the requirements of this section will be considered a material breach under this Agreement. Upon the termination or expiration of this Agreement, Region 4 ESC will promptly cease all use of HP's Marks.

- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. ~~The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies.~~ The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all applicable laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

**OFFER AND CONTRACT SIGNATURE FORM**

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name HP Inc.

Address 1501 Page Mill Road


City/State/Zip Palo Alto, CA 94304

Telephone No. 954.272.0855 (signatory)

Email Address judith.alexander@hp.com (signatory)

Printed Name Judith M. Alexander


Title Senior Counsel, State/Local Government and Education

Authorized signature  1-8-2021  
Date

**Accepted by Region 4 ESC:**

Contract No. R210403

Initial Contract Term June 1, 2021 to May 31, 2024

 4/27/2021  
Region 4 ESC Authorized Board Member Date

Margaret S. Bass  
Print Name

 4/27/2021  
Region 4 ESC Authorized Board Member Date

Linda Tinnerman  
Print Name



**a. Terms and Conditions Acceptance Form  
(Appendix B)**

***Response:***

A summary of HP's proposed modifications is included in Attachments 1 and 2 to Appendix B: General Terms & Conditions Acceptance Form on the subsequent pages.





Item	Section/Page	Term, Condition, or Specification	Exception/Proposed Modifications	Accepts (For Region 4 ESC's Use)
<div style="border: 1px solid black; height: 400px; width: 100%;"></div>				
<b>Appendix A – Draft Contract</b>				
<b>Recitals</b>				
5	Recitals, Fifth Paragraph  Contract page 1	WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.	<p><i><b>Rationale:</b> HP requests the deletion of the second sentence as section 4, Order of Precedence, addresses any conflicts.</i></p> <p>WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. <del>In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.</del></p>	<b>Accepted</b>
<b>Body of Draft Contract</b>				
6	1)	1) <u>Term of agreement</u> . The term of the Contract is for a period of three (3) years unless terminated,	<i><b>Rationale:</b> The proposed change below clarifies that contract renewals are by mutual agreement. <b>Note: Region</b></i>	<b>Accepted</b>

Item	Section/Page	Term, Condition, or Specification	Exception/Proposed Modifications	Accepts (For Region 4 ESC's Use)
	Contract page 1	<p>canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.</p>	<p><b><i>4 ESC approved the same modification in the parties' Technology Contract R160203.</i></b></p> <p><u>Term of agreement.</u> The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof <u>by mutual agreement of the parties</u>. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.</p>	<b>Accepted</b>
7	2) Contract page 1	2) <u>Scope</u> : Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.	<p><b><i>Rationale: The requested change clarifies that both parties are subject to the contract terms and conditions. Note: Region 4 ESC approved the same modification in the parties' Technology Contract R160203.</i></b></p> <p><u>Scope:</u> <u>Region 4 ESC and</u> Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.</p>	<b>Accepted</b>
8	4) Contract page 2	<p>4) <u>Order of Precedence</u>. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:</p> <ul style="list-style-type: none"> <li>i. This Contract</li> <li>ii. Offeror's Best and Final Offer</li> <li>iii. Offeror's proposal</li> <li>iv. RFP and any addenda</li> </ul>	<p><b><i>Rationale: We request the change below so that all Region 4 ESC accepted clarifications, exceptions, and additions are incorporated into the contract.</i></b></p> <p><u>Order of Precedence</u>. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:</p> <ul style="list-style-type: none"> <li>i. This Contract, <u>and Offeror's Appendix B, Terms and Conditions Acceptance Form, as accepted</u></li> </ul>	<b>Accepted</b>

Item	Section/Page	Term, Condition, or Specification	Exception/Proposed Modifications	Accepts (For Region 4 ESC's Use)
			ii. Offeror's Best and Final Offer iii. Offeror's proposal iv. RFP and any addenda	
9	7) Contract page 2	7) <u>Assignment of Contract</u> . No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).	<p><b>Rationale:</b> We request the change below so that any assignment is approved by both parties. <b>Note: Region 4 ESC approved the same modification in the parties' Technology Contract R160203.</b></p> <p><u>Assignment of Contract</u>. No assignment of Contract may be made without the prior written approval of <u>the other party</u> <del>Region 4 ESC</del>. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).</p>	Accepted
10	8) Contract page 2	8) <u>Novation</u> . If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.	<p><b>Rationale:</b> As publicly traded company, HP is unable to agree to contract restrictions that may impact any sale of company assets. <b>Note: Region 4 ESC approved the same modifications in the parties' Technology Contract R160203.</b></p> <p><u>Novation</u>. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party, <u>only if the new party creates a material conflict of interest for Region 4 ESC</u>. A change of name agreement will not change the contractual obligations of Contractor. <u>Any termination of this Contract as a result of any sale or transfer of Contractor's assets under this section will not be considered a termination for cause and shall be subject to the terms and conditions of Section 11.e. (Standard Cancellation).</u></p>	Accepted
11	10) Contract pages 2-3	10) <u>Adding Authorized Distributors/Dealers</u> . Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval	<p><b>Rationale:</b> The proposed edits are based upon the RFP guidance that permits Contractor's use of its authorized and approved resellers/distributors. <b>Note: Region 4 ESC approved the same modifications in the parties' Technology Contract R160203.</b></p>	

Item	Section/Page	Term, Condition, or Specification	Exception/Proposed Modifications	Accepts (For Region 4 ESC's Use)
		<p>from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.</p>	<p><u>Adding Authorized Distributors/Dealers.</u></p> <p><u>10.1.</u> Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor and authorized Contractor Resellers, as unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.</p> <p><u>10.2 Purchases from Contractor Authorized Distributors/Dealers: Subject to the terms and pricing of this Agreement, Vendor Resellers (as approved by Region 4 ESC and Contractor), and as defined below, may participate as follows:</u></p> <p><u>(a) Definition: "Contractor Reseller" means a third-party authorized by Contractor in a certain geography or group of geographies to purchase certain products and services as a first tier reseller directly from Contractor, or an Authorized Contractor Distribution partner, for resale to Region 4 ESC and its Public Agencies, subject to the terms, conditions, and pricing of this Agreement.</u></p> <p><u>(b) Participation: For Public Agencies' purchases under this Agreement, Contractor Resellers are eligible to issue quotes, accept and fulfil purchase orders, issue corresponding invoices for the products and support purchased hereunder, and process payments. Region 4 ESC and Public Agencies' right to purchase products and services from any approved Contractor Reseller under this Agreement will terminate automatically upon the expiration or termination of</u></p>	<p><b>Accepted</b></p>

Item	Section/Page	Term, Condition, or Specification	Exception/Proposed Modifications	Accepts (For Region 4 ESC's Use)
			<p><a href="#">this Agreement. Contractor Reseller ceases to be an authorized Reseller of Contractor products and/or services hereunder, Contractor's termination of the Reseller's Indirect Agreement with Contractor specific to this Agreement, Contractor's termination of the Reseller's Business Agreement with Contractor, or Region 4 ESC rescinds its approval of the Contractor Reseller for this Agreement.</a></p>	
12	11) a)  Contract page 3	<p>11) <u>TERMINATION OF CONTRACT</u></p> <p>a) <u>Cancellation for Non-Performance or Contractor Deficiency</u>. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:</p> <ul style="list-style-type: none"> <li>i. Providing material that does not meet the specifications of the Contract;</li> <li>ii. Providing work or material was not awarded under the Contract;</li> <li>iii. Failing to adequately perform the services set forth in the scope of work and specifications;</li> <li>iv. Failing to complete required work or furnish required materials within a reasonable amount of time;</li> <li>v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or</li> <li>vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.</li> </ul>	<p><u>TERMINATION OF CONTRACT</u></p> <p>a) <u>Cancellation for Non-Performance or Contractor Deficiency</u>. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:</p> <p><i><b>Rationale:</b> For subsection (i) below, HP agrees that the products and services proposed meet HP specifications.</i></p> <ul style="list-style-type: none"> <li>i. Providing material that does not meet <u>Contractor</u> <del>the specifications of the Contract</del>;</li> <li>ii. Providing work or material was not awarded under the Contract;</li> <li>iii. Failing to adequately perform the services set forth in the scope of work and specifications;</li> </ul> <p><i><b>Rationale:</b> This requested change in subsection (iv) below identifies that delivery time frames can be quoted or mutually agreed. <b>Note: Region 4 ESC approved the same modification to subsection iv. as in the parties' Technology Contract R160203.</b></i></p> <p>iv. Failing to complete required work or furnish</p>	<p><b>Accepted</b></p>

Item	Section/Page	Term, Condition, or Specification	Exception/Proposed Modifications	Accepts (For Region 4 ESC's Use)
		<p>Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.</p>	<p>required materials within <a href="#">the time frame stipulated in Contractor's quote or as otherwise agreed</a> <del>a reasonable amount of time</del>;</p> <p><b>Rationale:</b> We request the deletion in subsection (v) below since "progress in performance" is subjective and not an objective standard. <b>Note: Region 4 ESC approved the same modification to subsection v. as in the parties' Technology Contract R160203.</b></p> <p>v. <del>Failing to make progress in performance of the Contract or</del> <a href="#">Giving</a> Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or</p> <p>vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.</p> <p><b>Rationale:</b> For the following paragraph, HP requests a minimum of 10 days to correct a deficient condition. Also, Public Agencies may retain all products/information for which they have paid.</p> <p>Upon receipt of a written deficiency notice, Contractor shall have <a href="#">no less than</a> ten (10) <a href="#">business</a> days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern <del>as identified in the deficiency notice,</del> may result in Contract cancellation. Upon cancellation under this paragraph, <a href="#">and except for Contractor's intellectual property,</a> all goods, materials, work, documents, data and reports prepared by Contractor under the Contract <a href="#">for Public Agencies, for which the Public Agencies have paid,</a> shall immediately become the property of Region 4 ESC.</p>	<p><b>Accepted</b></p> <p><b>Accepted</b></p>
13	11) b)	<p>11) <u>TERMINATION OF CONTRACT</u></p> <p>b) <u>Termination for Cause</u>. If, for any reason,</p>	<p><b>Rationale:</b> We have clarified that termination for cause is a right available to both parties. We have also proposed</p>	



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	Contract pages 3-4	Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.	<p><i>added language that provides a reasonable period of time to cure any breach before termination becomes effective. <b>Note: Region 4 ESC approved the same modifications to subsection b) in the parties' Technology Contract R160203.</b></i></p> <p>b) <u>Termination for Cause</u>. If, for any reason, <u>either party Contractor fails to fulfill its obligations</u> in a timely manner, or <u>Contractor</u> violates any of the covenants, agreements, or stipulations of this Contract, <u>the non-breaching party Region 4 ESC</u> reserves the right to terminate the Contract <u>immediately after the breaching party fails to remedy the breach within a reasonable time after being notified in writing of the details</u>, and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the <u>breaching party Contractor</u>, specifying the effective date of termination. <del>In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC.</del> If such event does occur, Contractor will be entitled to receive <u>just and equitable compensation for the satisfactory work completed up to the effective date of termination</u> <del>on such documents.</del></p>	<b>Accepted</b>
14	11) c)  Contract page 4	11) <u>TERMINATION OF CONTRACT</u>  c) <u>Delivery/Service Failures</u> . Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.	<p><i><b>Rationale:</b> The requested change provides that HP's failure to deliver goods or services within the agreed time period, may result order cancellation, as purchaser's sole remedy. <b>Note: Region 4 ESC approved the same modification to subsection c) in the parties' Technology Contract R160203.</b></i></p> <p>c) <u>Delivery/Service Failures</u>. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for <u>cancellation of the order</u> <del>the Contract to be terminated.</del> <del>In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region</del></p>	<b>Accepted</b>

Item	Section/Page	Term, Condition, or Specification	Exception/Proposed Modifications	Accepts (For Region 4 ESC's Use)
			4-ESC, within a reasonable time period, for all expenses incurred.	
15	11) d)  Contract page 4	<p>11) <u>TERMINATION OF CONTRACT</u></p> <p>d) <u>Force Majeure</u>. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.</p> <p>The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.</p>	<p><i><b>Rationale:</b> The requested addition in the first paragraph is to clarify that payment obligations are not impacted due to any force majeure event. In the second paragraph we propose adding pandemics, are they are not acts of God, in the legal sense, since human forces (interaction with others) have caused the worldwide spread of the virus. <b>Note: Exception for HP's addition of "pandemics," which is new, Region 4 ESC approved the same edits in the parties' Technology Contract R160203.</b></i></p> <p>Force Majeure. <u>With the exception of Public Agencies' payment obligations</u>, if by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.</p> <p>The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; <u>pandemics</u>; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such</p>	<b>Accepted</b>

Item	Section/Page	Term, Condition, or Specification	Exception/Proposed Modifications	Accepts (For Region 4 ESC's Use)
			<p>inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.</p>	
16	11) e)  Contract page 4	<p>11) <u>TERMINATION OF CONTRACT</u></p> <p>e) <u>Standard Cancellation</u>. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.</p>	<p><i><b>Rationale:</b> The proposed changes identify that certain contractual documents survive termination.</i></p> <p><u>Standard Cancellation</u>. <u>Subject to section 13 (Survival Clause)</u>, Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. <del>After the 30th business day all work will cease following completion of final purchase order.</del></p>	<b>Accepted</b>
17	12)  Contract page 4	<p>12) <u>Licenses</u>. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.</p>	<p><i><b>Rationale:</b> The requested modification reflects that HP complies as applicable to its business and the contract. <u>Note: Region 4 ESC approved the same modification in the parties' Technology Contract R160203.</u></i></p> <p><u>Licenses</u>. Contractor shall maintain in current status all <u>applicable</u> federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.</p>	<b>Accepted</b>
18	13)  Contract page 4	<p>13) <u>Survival Clause</u>. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the</p>	<p><i><b>Rationale:</b> We have identified additional contractual documents survive termination. <u>Note: Region 4 ESC approved the same modification in the parties' Technology Contract R160203.</u></i></p>	

Item	Section/Page	Term, Condition, or Specification	Exception/Proposed Modifications	Accepts (For Region 4 ESC's Use)
		Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.	<u>Survival Clause.</u> All applicable software license agreements, warranties, <a href="#">supplemental agreements</a> , <a href="#">statements of work</a> , or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.	<b>Accepted</b>
19	14)  Contract pages 4-5	14) <u>Evaluation.</u> Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.	<i><b>Rationale:</b> The proposed changes reflect HP's standard delivery terms and conditions. <b>Note: Region 4 ESC approved the same modifications in the parties' Technology Contract R160203.</b></i>  <del>Evaluation. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.</del> <u>Contractor will use all commercially reasonable efforts to deliver materials in a timely manner. Contractor may elect to deliver software and related product/license information by electronic transmission or via download. If Contractor is unable to meet Public Agencies' requirements, Public Agencies may cancel that order as its sole remedy.</u>	<b>Accepted</b>
20	15)  Contract page 5	15) <u>Inspection &amp; Acceptance.</u> If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.	<i><b>Rationale:</b> The proposed changes reflect HP standard terms for when acceptance occurs and the terms governing warranty. <b>Note: Region 4 ESC approved the same modifications in the parties' Technology Contract R160203.</b></i>  <u>Inspection &amp; Acceptance. All products will be accepted upon delivery, and acceptance of services will occur upon performance.</u> If defective or incorrect material is delivered, Region 4 ESC may make the determination to	<b>Accepted</b>

Item	Section/Page	Term, Condition, or Specification	Exception/Proposed Modifications	Accepts (For Region 4 ESC's Use)
			<p>return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material. <u>Valid warranty claims will be subject to the warranty terms and conditions included in Contractor's proposal, including Contractor Additional Terms and Conditions for Purchases of Technology Solutions, Products and Services, which are included as Attachment 2 to Appendix B, General Terms &amp; Conditions Acceptance Form.</u></p>	Accepted
21	16)  Contract page 5	16) <u>Payments</u> . Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.	<p><i><b>Rationale:</b> The proposed change to the first sentence is to ensure that payment is based on an objective standard. The added language is to clarify HP's standard payment policies.</i></p> <p><u>Payments</u>. Payment shall be made after <del>satisfactory</del> performance <u>of services and/or delivery of products</u>, in accordance with all provisions thereof, and upon receipt of an <u>accurate</u> <del>properly completed</del> invoice. <u>Public Agencies shall pay all invoiced amounts within thirty (30) days of Contractor's invoice date, or as otherwise required by a Public Agency's State law. Contractor may suspend or cancel performance of open orders or services if a Public Agency fails to make payments when due.</u></p>	Accepted
22	17)  Contract pages 5-6	17) <u>Price Adjustments</u> . Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the	<p><i><b>Rationale:</b> Our proposed changes reflect the process by which discount adjustments would occur. <b>Note: Region 4 ESC approved the same modifications in the parties' Technology Contract R160203, though "price increases" has been changed to "discount changes."</b></i></p> <p><u>Price Adjustments</u>. <del>Should it become necessary or proper</del> <u>If</u> during the term of this Contract <u>Contractor elects</u> to make any change in design or any alterations that will <u>affect the discounts</u> <del>increase price</del> <u>of products and services listed in the HP Discounts Schedule included in Contractor's proposal</u>, Region 4 ESC must be notified immediately <u>with 15 business days prior</u></p>	Accepted

Item	Section/Page	Term, Condition, or Specification	Exception/Proposed Modifications	Accepts (For Region 4 ESC's Use)
		<p>Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.</p> <p>Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.</p>	<p><u>written notice</u>. Price increases must be approved by Region 4 ESC <u>within fifteen (15) days of receipt of written notice from Contractor</u>, and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. <u>If Contractor does not receive a written response from Region 4 ESC regarding the discount changes within five (5) days after receipt of written notice from Contractor, the discount changes will become effective on day six (6)</u>. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. <u>In the event Region 4 ESC provides a written objection to the Contractor's requested discount changes, Contractor will address the Region 4 ESC concerns within the initial fifteen (15) days' advance notice period. After the discount change concerns have been resolved to the satisfaction of both parties, Contractor's proposed discount changes will become effective immediately. Upon written request to Region 4 ESC</u>. Contractor must honor previous <del>discounts</del> <u>prices</u> for thirty (30) days after <u>written</u> approval and <del>written</del> notification from Region 4 ESC. It is the Contractor's responsibility to keep all <u>discounted</u> pricing up to date and on file with Region 4 ESC. All <u>discount</u> <del>price</del> changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.</p> <p>Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. <del>Contractor shall offer Region 4 ESC any published price reduction during the Contract term.</del></p>	<p><b>Accepted</b></p>



Item	Section/Page	Term, Condition, or Specification	Exception/Proposed Modifications	Accepts (For Region 4 ESC's Use)
23	18)  Contract page 6	18) <u>Audit Rights</u> . Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third- party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.	<p><i><b>Rationale:</b> The modifications proposed are to conform to HP's standard scope and process for audits, which are not otherwise included in this section.</i></p> <p><u>Audit Rights</u>. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the <u>files or records pertaining to this Agreement specific to any charges paid or payable by Public Agencies ("Records")</u> accounting for a period of three (3) years from the time such purchases are made. <u>Audits shall be performed, with 30 days' written notice, at Region 4 ESC's expense cost normal business hours in a manner to minimize disruption to Contractor's business, and Region 4 ESC shall promptly provide Contractor with a copy of the results of the audit. These Records shall not include any personnel-related information, product or labor cost data, or proprietary data relating to HP's products, services, or customers.</u> This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense <u>in the manner described in this section 18.</u> Notwithstanding the foregoing, in the event that Region 4 ESC <u>has proof</u> <del>is made aware</del> of any pricing being offered that is materially <u>and intentionally</u> inconsistent with the pricing under this agreement, Region 4 ESC shall <u>immediately notify Contractor. Region 4 ESC shall</u> have the ability to conduct an <del>extensive</del> audit of Contractor's <del>pricing</del> <u>Records for the Agreement</u> <del>at Contractor's sole cost and expense</del>. Region 4 ESC may conduct the audit internally or may engage a third- party auditing firm <u>subject to a confidentiality agreement</u>. In the event of an audit, the requested materials shall be <u>reasonably</u> provided in the format and at the location designated by Region 4 ESC.</p>	<b>Accepted</b>

Item	Section/Page	Term, Condition, or Specification	Exception/Proposed Modifications	Accepts (For Region 4 ESC's Use)
24	22)  Contract page 6	22) <u>Warranty Conditions</u> . All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.	<p><b>Rationale:</b> We agree that either HP's of third-party's standard warranty is available on any products and services offered for purchase. Support duration is based on the level of support purchased. <b>Note: Region 4 ESC approved the same modifications in the parties' Technology Contract R160203.</b></p> <p><u>Warranty Conditions</u>. All supplies, equipment and services shall include manufacturer's <u>or third-party's</u> minimum standard warranty <del>and one (1) year labor warranty unless otherwise agreed to in writing.</del></p>	<b>Accepted</b>
25	26)  Contract page 7	26) <u>Safety measures</u> . Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.	<p><b>Rationale:</b> The following requested changes clarify that applicable safety measures are the responsibility of both HP and the customer. <b>Note: Region 4 ESC approved the same modifications in the parties' Technology Contract R160203.</b></p> <p><u>Safety measures</u>. <u>Public Agencies and</u> Contractor shall take all <u>commercially</u> reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary <u>applicable</u> safeguards for protection of workers and the public. <u>Public Agencies and</u> Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.</p>	<b>Accepted</b>
26	28)  Contract page 7	28) <u>Stored materials</u> . Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also	<p><b>Rationale:</b> HP is unable to accept responsibility for products delivered to and stored at a customer-designated location, as title and risk of loss passes to Public Agencies upon delivery.</p> <p><u>Stored materials</u>. <u>Public Agencies may identify in purchase orders that products are to be delivered to specified</u> <del>Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the sites,</del> or some other location, for installation at a later date. <del>An inventory of the stored</del></p>	<b>Accepted</b>



Item	Section/Page	Term, Condition, or Specification	Exception/Proposed Modifications	Accepts (For Region 4 ESC's Use)
		<p>be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.</p>	<p><del>materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.</del></p>	
27	29) Contract page 7	<p>29) <u>Funding Out Clause</u>. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.</p>	<p><i><b>Rationale:</b> The requested additional language clarifies that when this clause is invoked, Region 4 ESC and/or Public Agencies shall provide written notice and such notice shall not affect products/services delivered or payments due.</i></p> <p><u>Funding Out Clause</u>. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract. <a href="#">Region 4 ESC and/or Public Agencies shall provide advance written notice to Contractor of any cancellation or termination of this Agreement, statements of work, service agreements, supplemental agreements, or purchase orders, due to non-funding, which shall not affect payments due or fulfillment and payment for services performed and products delivered prior to the notice of termination.</a></p>	<p><b>Accepted</b></p>
28	30)	30) <u>Indemnity</u> . Contractor shall protect, indemnify,	<i><b>Rationale:</b> HP agrees to indemnify the Indemnified</i>	

Item	Section/Page	Term, Condition, or Specification	Exception/Proposed Modifications	Accepts (For Region 4 ESC's Use)
	Contract pages 7-8	and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.	<p><i>Parties for third-party claims based upon the following proposed modifications. The requested changes reflect HP's industry-standard general indemnification. <b>Note: Region 4 ESC approved the same modifications in the parties' Technology Contract R160203.</b></i></p> <p><u>Indemnity.</u> Contractor shall <u>defend and settle, protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents ("Indemnified Parties") against all third-party claims for tangible property damage, bodily injury and death, to the extent caused by Contractor's negligence or willful misconduct, provided that Indemnified Parties promptly notify Contractor of such claims, cooperate with Contractor in the defense of the claims, and grant Contractor sole defense of such claims</u> <del>damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract.</del> <u>In connection with such claims, Contractor will pay all defense costs, settlement amounts, court-awarded damages (including court costs and reasonable attorneys' fees), and third-party costs incurred by Indemnified Parties at the request of Contractor in connection with the defense of the claim. Each party will have a duty to mitigate damages for which the other party is responsible.</u> Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.</p>	<b>Accepted</b>
29	31) Contract page 8	31) <u>Marketing.</u> Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.	<p><i><b>Rationale:</b> The requested changes below explain the guidelines for use of HP logos. <b>Note: Region 4 ESC approved the same modifications in the parties' Technology Contract R160203.</b></i></p> <p><u>Marketing.</u> Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement <u>subject to the terms of this section 31.</u> Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases,</p>	<b>Accepted</b>

Item	Section/Page	Term, Condition, or Specification	Exception/Proposed Modifications	Accepts (For Region 4 ESC's Use)
			<p>regarding this Contract by Contractor must have prior approval from Region 4 ESC.</p> <p><u>For the term of this Agreement only, Region 4 ESC/OMNIA Partners may display Contractor marks ("HP Marks") solely to accurately identify its participation in this Agreement and in connection with its performance under this Agreement provided that Region 4 ESC/OMNIA Partners agree to:</u></p> <p><u>(a) use HP Marks only in the form and manner approved by HP;</u></p> <p><u>(b) submit to HP for its prior written approval all marketing materials specific to this Agreement containing HP's Marks; and</u></p> <p><u>(c) include all proprietary notices that HP specifies be used with its Marks.</u></p> <p><u>Any display of the HP Marks will inure solely to HP's intellectual property rights in the Marks. Region 4 ESC/OMNIA Partners agree to adhere to HP's logo or trademark guidelines ("Trademark Guidelines") for displaying the HP Marks, as may be amended from time to time. If reasonably requested by HP, Region 4 ESC/OMNIA Partners will expeditiously implement changes in the manner in which it uses the Marks to comply with the HP Trademark Guidelines. Region 4 ESC/OMNIA Partners agree not to display HP's Marks in a manner that is not accurate or in a manner that is likely to confuse or mislead as to the relationship between the parties. Region 4 ESC/OMNIA Partners may not use HP's Marks together with their own trademarks to create a composite mark. Region 4 ESC/OMNIA Partners will not use HP's Marks in a manner that compromises or reflects unfavorably upon the goodwill, good name, reputation or image of HP, or which might jeopardize or limit HP's proprietary interest in its Marks. Failure to comply with the requirements of this section will be considered a material breach under this Agreement. Upon the termination or expiration of this Agreement, Region 4 ESC/OMNIA</u></p>	<p><b>Accepted</b></p>

Item	Section/Page	Term, Condition, or Specification	Exception/Proposed Modifications	Accepts (For Region 4 ESC's Use)
30	32) Contract page 8	32) <u>Certificates of Insurance</u> . Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.	<p><u>Partners will promptly cease all use of HP's Marks.</u></p> <p><b>Rationale:</b> We have aligned the following terms with HP's standard insurance coverage. <b>Note: Region 4 ESC approved the same modifications in the parties' Technology Contract R160203.</b></p> <p><u>Certificates of Insurance</u>. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. <del>The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies.</del> The Contractor shall require all subcontractors performing any work to maintain coverage as specified.</p>	
31	33) Contract page 8	33) <u>Legal Obligations</u> . It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.	<p><b>Rationale:</b> HP has proposed the following minor changes, as "local laws" is too broad and vague to determine to what we are being asked to comply. We will comply with all applicable state and federal laws.</p> <p><u>Legal Obligations</u>. It is Contractor's responsibility to be aware of and comply with all <del>local</del>, state, and federal laws governing the sale of products/services and shall comply with all <u>applicable</u> laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.</p>	<b>Accepted</b>
<b>Exhibit B – Administration Agreement (Example)</b>				
<b>Terms and Conditions</b>				
<b>Negotiated Directly with OMNIA Partners</b>				

Item	Section/Page	Term, Condition, or Specification	Exception/Proposed Modifications	Accepts (For Region 4 ESC's Use)
<b>HP Attachment 2 to TERMS &amp; CONDITIONS ACCEPTANCE FORM</b> <b>HP Inc. Additional Terms and Conditions for Purchases of Technology Solutions, Products and Services</b>				
37	N/A	<i><b>Rationale:</b> Attachment 2, which is included on the following pages, provides HP's standard terms that are not otherwise included in the Draft Contract or RFP, all of which HP is open to negotiate, in good faith, upon award.  <b>Note: Region 4 ESC approved the same Additional Terms in the parties' Technology Contract R160203.</b></i>		<b>Accepted</b>

## Appendix B

### Attachment 2 to TERMS & CONDITIONS ACCEPTANCE FORM

#### **HP Inc. Additional Terms and Conditions for Purchases of Technology Solutions, Products and Services**

1. **Parties.** These Additional Terms and Conditions are in addition to the terms and conditions of the Draft Contract, and collectively represent the agreement (“Agreement”) that governs the purchase of products and services from the HP Inc. or its Authorized Resellers (“HP”) by Region 4 Education Service Center (“Region 4 ESC”) and OMNIA Partners, Public Sector Members and Participating Entities, as applicable (collectively, “Customer”).
2. **Orders.** “Order” means the accepted order including any supporting material which the parties identify as incorporated either by attachment or reference (“**Supporting Material**”). Supporting Material may include (as examples) product lists, hardware or software specifications, standard or negotiated service descriptions, data sheets and their supplements, and statements of work (“**SOW**”), published warranties and service level agreements, and may be available to Customer in hard copy or by accessing a designated HP website.
3. **Scope and Order Placement.** These terms may be used by Customer either for a single Order or as a framework for multiple Orders. In addition, these terms may be used on a global basis by the parties’ “**Affiliates**,” meaning any entity controlled by, controlling, or under common control with a party. The parties can confirm their agreement to these terms either by signature where indicated at the end or by referencing these terms on Orders. Affiliates participate under these terms by placing orders which specify product or service delivery in the same country as the HP Affiliate accepting the Order, referencing these terms, and specifying any additional terms or amendments to reflect local law or business practices.
4. **Order Arrangements.** Customer may place orders with HP through our website, customer-specific portal, or by letter, fax or e-mail. Where appropriate, orders must specify a delivery date. If Customer extends the delivery date of an existing Order beyond ninety (90) days, then it will be considered a new order. Customer may cancel a hardware Order at no charge up to five (5) business days prior to shipment date.
5. **Prices and Taxes.** Prices will be as quoted in writing by HP or, in the absence of a written quote, as set out on our website, customer-specific portal, or HP published list price at the time an order is submitted to HP. Prices are exclusive of taxes, duties, and fees (including installation, shipping, and handling) unless otherwise quoted. If a withholding tax is required by law, please contact the HP order representative to discuss appropriate procedures.
6. **Products.**
  - (a) Title. Risk of loss or damage and title for hardware products will pass upon delivery to Customer or its designee. Where permitted by law, HP retains a security interest in products sold until full payment is received.
  - (b) Installation. If HP is providing installation with the product purchase, HP’s site guidelines (available upon request) will describe Customer requirements. HP will conduct its standard installation and test procedures to confirm completion.
  - (c) Product Performance. All HP-branded hardware products are covered by HP’s limited warranty statements that are provided with the products or otherwise made available. Hardware warranties begin on the date of delivery or if applicable, upon completion of HP installation, or (where Customer delays HP installation) at the latest 30 days from the date of delivery. Non-HP branded products receive warranty coverage as provided by the relevant third-party supplier.
  - (d) Product Warranty Claims. When we receive a valid warranty claim for an HP hardware or software product, HP will either repair the relevant defect or replace the product. If HP is unable to complete the repair or replace the product within a reasonable time, Customer will be entitled to a full refund upon the prompt return of the product to HP (if hardware) or upon written confirmation by Customer

that the relevant software product has been destroyed or permanently disabled. HP will pay for shipment of repaired or replaced products to Customer and Customer will be responsible for return shipment of the product to HP.

## 7. Software.

- (a) License Grant. HP grants Customer a non-exclusive license to use the version or release of the HP-branded software listed in the Order. Permitted use is for internal purposes only (and not for further commercialization) and is subject to any specific software licensing information that is in the software product or its Supporting Material. For non-HP branded software, the third party's license terms will govern its use.
- (b) Updates. Customer may order new software versions, releases or maintenance updates ("Updates"), if available, separately or through an HP software support agreement. Additional licenses or fees may apply for these Updates or for the use of the software in an upgraded environment. Updates are subject to the license terms in effect at the time that HP makes them available to Customer.
- (c) License Restrictions. HP may monitor use/license restrictions remotely and, if HP makes a license management program available, Customer agrees to install and use it within a reasonable period of time. Customer may make a copy or adaptation of a licensed software product only for archival purposes or when it is an essential step in the authorized use of the software. Customer may use this archival copy without paying an additional license only when the primary system is inoperable. Customer may not copy licensed software onto or otherwise use or make it available on any public external distributed network. Licenses that allow use over Customer's intranet require restricted access by authorized users only. Customer will also not modify, reverse engineer, disassemble, decrypt, decompile or make derivative works of any software licensed to Customer under this Agreement unless permitted by statute, in which case Customer will provide HP with reasonably detailed information about those activities.
- (d) License Term and Termination. Unless otherwise specified, any license granted is perpetual, provided however that if Customer fails to comply with the terms of this Agreement, HP may terminate the license upon written notice. Immediately upon termination, or in the case of a limited-term license, upon expiration, Customer will either destroy all copies of the software or return them to HP, except that Customer may retain one copy for archival purposes only.
- (e) License Transfer. Customer may not sublicense, assign, transfer, rent or lease the software or software license except as permitted by HP. HP-branded software licenses are generally transferable subject to HP's prior written authorization and payment to HP of any applicable fees. Upon such transfer, Customer's rights shall terminate, and Customer shall transfer all copies of the software to the transferee. Transferee must agree in writing to be bound by the applicable software license terms. Customer may transfer firmware only upon transfer of associated hardware.
- (f) License Compliance. HP may audit Customer compliance with the software license terms. Upon reasonable notice, HP may conduct an audit during normal business hours (with the auditor's costs being at HP's expense). If an audit reveals underpayments, then Customer will pay to HP such underpayments. If underpayments discovered exceed five (5) percent of the contract price, Customer will reimburse HP for the auditor costs.
- (g) Software Performance. HP warrants that its branded software products will conform materially to their specifications and be free of malware at the time of delivery. HP warranties for software products will begin on the date of delivery and unless otherwise specified in Supporting Material, will last for ninety (90) days. HP does not warrant that the operation of software products will be uninterrupted or error-free or that software products will operate in hardware and software combinations other than as authorized by HP in Supporting Material.
- (h) US Federal Government Use. If software is licensed to Customer for use in the performance of a US Government prime contract or subcontract, Customer agrees that consistent with FAR 12.211 and 12.212, commercial computer software, documentation and technical data for commercial items are licensed under HP's standard commercial license.

## 8. Services.

- (a) Support Services. HP's support services will be described in the applicable Supporting Material, which will cover the description of HP's offering, eligibility requirements, service limitations and Customer responsibilities, as well as the Customer systems supported.
- (b) Professional Services. HP will deliver any ordered IT consulting, training or other services as described in the applicable Supporting Material.

- (c) Professional Services Acceptance. The acceptance process (if any) will be described in the applicable Supporting Material, will apply only to the deliverables specified, and shall not apply to other products or services to be provided by HP.
- (d) Services Performance. Services are performed using generally recognized commercial practices and standards. Customer agrees to provide prompt notice of any such service concerns and HP will re-perform any service that fails to meet this standard.
- (e) Services with Deliverables. If Supporting Material for services defines specific deliverables, HP warrants those deliverables will conform materially to their written specifications for 30 days following delivery. If Customer notifies HP of such a non-conformity during the 30-day period, HP will promptly remedy the impacted deliverables or refund to Customer the fees paid for those deliverables and Customer will return those deliverables to HP.
- (f) Dependencies. HP's ability to deliver services will depend on Customer's reasonable and timely cooperation and the accuracy and completeness of any information from Customer needed to deliver the services.
- (g) Expenses. HP will charge separately for reasonable out-of-pocket expenses, such as travel expenses incurred in providing professional services.
- (h) Change Orders. We each agree to appoint a project representative to serve as the principal point of contact in managing the delivery of services and in dealing with issues that may arise. Requests to change the scope of services or deliverables will require a change order signed by both parties.

- 9. Eligibility.** HP's service, support and warranty commitments do not cover claims resulting from:
- (a) improper use, site preparation, or site or environmental conditions or other non-compliance with applicable Supporting Material;
  - (b) Modifications or improper system maintenance or calibration not performed by HP or authorized by HP;
  - (c) failure or functional limitations of any non-HP software or product impacting systems receiving HP support or service;
  - (d) malware (e.g. virus, worm, etc.) not introduced by HP; or
  - (e) abuse, negligence, accident, fire or water damage, electrical disturbances, transportation by Customer, or other causes beyond HP's control.
- 10. Remedies.** This Agreement states all remedies for warranty claims. To the extent permitted by law, HP disclaims all other warranties.
- 11. Intellectual Property Rights.** No transfer of ownership of any intellectual property will occur under this Agreement. Customer grants HP a non-exclusive, worldwide, royalty-free right and license to any intellectual property that is necessary for HP and its designees to perform the ordered services. If deliverables are created by HP specifically for Customer and identified as such in Supporting Material, HP hereby grants Customer a worldwide, non-exclusive, fully paid, royalty-free license to reproduce and use copies of the deliverables internally.
- 12. Intellectual Property Rights Infringement Indemnification.** HP will defend and/or settle any claims against Customer that allege that an HP-branded product or service as supplied under this Agreement infringes the intellectual property rights of a third party. HP will rely on Customer's prompt notification of the claim and cooperation with our defense. HP may modify the product or service so as to be non-infringing and materially equivalent, or we may procure a license. If these options are not available, we will refund to Customer the amount paid for the affected product in the first year or the depreciated value thereafter or, for support services, the balance of any pre-paid amount or, for professional services, the amount paid. HP is not responsible for claims resulting from any unauthorized use of the products or services. This section shall also apply to deliverables identified as such in the relevant Support Material except that HP is not responsible for claims resulting from deliverables content or design provided by Customer.
- 13. Confidentiality.** Information exchanged under this Agreement will be treated as confidential if identified as such at disclosure or if the circumstances of disclosure would reasonably indicate such treatment. Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under this Agreement, and shared with employees, agents or contractors with a need to know such information to support that purpose. Confidential information will be protected using a reasonable degree of care to



prevent unauthorized use or disclosure for three (3) years from the date of receipt or (if longer) for such period as the information remains confidential. These obligations do not cover information that: i) was known or becomes known to the receiving party without obligation of confidentiality; ii) is independently developed by the receiving party; or iii) where disclosure is required by law or a governmental agency.

**14. Limitation of Liability.** HP's liability to Customer under this Agreement is limited to the greater of \$1,000,000 or the amount payable by Customer to HP for the relevant Order. Neither Customer nor HP will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages. This provision does not limit either party's liability for: unauthorized use of intellectual property, death or bodily injury caused by their negligence; acts of fraud; wilful repudiation of the Agreement; nor any liability which may not be excluded or limited by applicable law.

**15. General.**

- (a) Amendments. Modifications to the Agreement will be made only through a written amendment or change order/request signed by both parties.
- (b) Governing Law. For disputes between the Member or Participating Entity and HP, the Agreement shall be governed by, construed, interpreted and enforced solely in accordance with the laws of the state in which the Member resides, excluding rules as to choice and conflict of law, and the venue of any action shall lie in such state court. For disputes between Region 4 ESC and HP, this Agreement shall be governed by, construed, interpreted, and enforced solely in accordance with the laws and within the courts of the State of Texas, excluding rules as to choice and conflict of law. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply.
- (c) Disputes. If Customer is dissatisfied with any products or services purchased under these terms and disagrees with HP's proposed resolution, we both agree to promptly escalate the issue to a Vice President (or equivalent executive) in our respective organizations for an amicable resolution without prejudice to the right to later seek a legal remedy.
- (d) Global Trade Compliance. Products and services provided under these terms are for Customer's internal use and not for further commercialization. If Customer exports, imports or otherwise transfers products and/or deliverables provided under these terms, Customer will be responsible for complying with applicable laws and regulations and for obtaining any required export or import authorizations. HP may suspend its performance under this Agreement to the extent required by laws applicable to either party.

## Tab 2 – Products/Pricing

2. Offeror's proposal should, at a minimum, include the following for Region 4 ESC's evaluation:

a) Products/Pricing

- i. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, they different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories.

**Response:**

HP understands and is the manufacturer of all HP-branded products. In **HP Attachment 3 – HP Discounts Schedule**, HP has provided a Discount Schedule for all HP-branded products as well as additional third-party manufacturer products, if allowed and approved.

- ii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: (if applicable)

- Manufacturer part #
- Offeror's Part # (if different from manufacturer part #)
- Description
- Manufacturers Suggested List Price and Net Price
- Net price to Region 4 ESC (including freight)

Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).

**Response:**

Refer to **HP Attachment 3 – HP Discounts Schedule** for a summary of the percentage discounts off of HP's then current U.S. Commercial List Price by category. The price list requested above is outlined in **HP Attachment 4 – HP Price List** (provided on a Flash Drive) and utilizes HP's U.S. Commercial List Price dated December 16, 2020. The then current price list will be posted on the Master Agreement website upon award, which is updated weekly.

- iii. Is pricing available for all products and services?

**Response:**

HP has provided a price list that includes all HP-branded commercial products, third-party products, and standard or custom services.

- iv. Describe lease/rental options available including financing information

**Response:**

HP Inc. has proposed leasing options through Hewlett-Packard Financial Services Company, an independent third-party financial services organization, that can help Public Agencies gain agility and control with a flexible investment solution that scales and aligns to your business needs. For leasing details, please see the following attachments:



- **HP Attachment 5a – Lease Option Overview**
- **HP Attachment 5b – State and Local Government Master Operating Lease Agreement**
- **HP Attachment 5c – State and Local Government Master Lease Purchase Agreement**
- **HP Attachment 5d – HP Asset Upcycle Services**
- **HP Attachment 5e – HP Accelerated Migration**

v. Describe any shipping charges.

**Response:**

HP ships FOB destination for standard shipping. Shipping charges may apply for Public Agencies requesting expedited delivery.

vi. Provide pricing for warranties on all products and services.

**Response:**

All HP branded products include HP's standard manufacturer warranty that are up to 3 years, with uplifted and extended warranty options available for purchase through HP Care Pack or maintenance support services. Please refer to **HP Attachment 3 – HP Discounts Schedule** for a summary of the percentage discounts off of HP List Price and **HP Attachment 4 – HP Price List** (provided on a Flash Drive) for a complete electronic price list in the required format.

vii. Describe any return and restocking fees.

**Response:**

HP is committed to customer satisfaction and values our relationship with State and Local Government and Education customers. To show our commitment, HP provides a goodwill right to return, or exchange of unused products within 30 days from receipt of the product. HP does not charge a restocking or handling fee for products returned within 30 days. Please see **HP Attachment 6 – State and Local Government and Education Customer Return Policy**, for the complete policy.

viii. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

**Response:**

As done today under the contract, Volume pricing is provided based on a Public Agency's estimated technology purchases in the next 30-, 60- or 90-days and even in the next 6 to 12 months, so the Public Agency can obtain the greatest savings for the full benefit of its budget dollars. Most Public Agencies need the flexibility to cut multiple purchase orders at different volumes but need to still retain the savings not just per Purchase Order, but for the full volume.

By purchasing under a competitively bid and awarded HP contract, Public Agencies do not have to worry about an increase in price on what we negotiate for Volume special fixed price because their purchases are not tied to a specific volume on a single purchase order. HP volume pricing can be tied to multiple purchase orders for an entity (university, city, county, school or school district) that is planning multiple purchases through a time period as mutually agreed – and the entity can count on the stability of an HP offer in order to properly forecast the full expense of its purchase and achieve ongoing savings.



Due to the wide array of products, volume pricing varies product to product and especially given the volatility of the technology market given the pandemic's impact to supply costs. Therefore, additional discounts or fixed pricing that HP offers can be provided to the Public Agency at the time of the request under an awarded contract. An example is outlined below for your reference.

**Table 1. Example Volume Pricing**

Brief Description	Volume Fixed Price	HP US Commercial List Price	Net Contract Not to Exceed Price	Savings from List (each/per unit)	Savings from Contract Net (each/per unit)	Savings from List per Quantity 30	Savings from Contract Net Price per Quantity 30
Select Desktop Config	\$658.00	\$1,350.00	\$1,107.00	\$692.00	\$449.00	\$20,760.00	\$13,470.00
Select Monitor	\$199.00	\$349.00	\$314.10	\$150.00	\$115.10	\$4,500.00	\$3,453.00
Select Notebook Config	\$1,073.56	\$1,726.00	\$1,536.14	\$652.44	\$462.58	\$19,573.20	\$13,877.40

HP's catalog not-to-exceed discounts are based on annual cumulative contract volume. HP agrees to update the not-to-exceed discounts based on the cumulative contract volume with HP once the contract reaches over \$101 million on an annual basis. Any additional discounts would begin on the following year and are not retroactive.

HP may offer any state or Public Agency volume-based credits or fees based on a "Bulk Buy" volume purchases for the desktop, notebook and tablet banded products during a pre-selected time period (60-90 days). For example, if a state or Public Agency decides to make a one-time "Bulk Buy" for 5,000 select configuration(s), the Public Agency could qualify for a one-time credit through a credit or technology fee as mutually agreed with that specific Public Agency.

ix. Describe how customers verify they are receiving Contract pricing. Describe payment methods offered.

**Response:**

Upon award, HP will post the current HP price list under the Information Center to provide customers the ability to verify the contract pricing. Customers can also reach out to the assigned Contract Sales Manager to assist with their quote or invoice verification process. For Region 4 and OMNIA Partners, HP's Baseline Price is published publicly at: <https://hp2b.hp.com/webapp/wcs/stores/servlet/en-US/hp2bfed/hplistprice>. This link is currently posted and will be a link at the awarded Master Agreement website for verification and audit purposes.

HP provides Public Agencies the flexibility for processing a valid Purchase Order either by mail, fax, email, phone or order via an e-commerce site. E-commerce sites can be created to meet the specific needs of the participating state or Public Agency, whether through the standard e-commerce site or an e-procurement site.

Payment for orders can be made by check to an HP remittance lock box or through a Procurement Card (credit card) at the time of order placement, EFT or other electronic payments as mutually agreed based on the needs and process that may be unique to a given state or Public Agency. HP looks forward to reviewing these requirements to help better serve the needs of the state and Public Agencies.



- x. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

**Response:**

HP's provided Discount Schedule is based on a discount off HP's then current US Commercial List Price. The discount itself is guaranteed for the term of the Master Agreement for the categories as outlined in **HP Attachment 3 – HP Discounts Schedule**.

HP honors its quotes for 30 days, automatically reflecting the discount off HP's then U.S. Commercial List Price for contract net pricing. Invoices will reflect the lowest price at the time the product ships to include any volume pricing by part number. If an order placed with HP is received for HP-branded product and a price decrease was generated prior to shipment for the category discounts, the Public Agency will receive the price decrease reflected on the invoice, providing additional savings.

- xi. Describe how future product introductions will be priced and align with Contract pricing proposed.

**Response:**

HP branded products incorporate consistent components, configurations and drivers to simplify maintenance, reduce costs and promote image stability over the full model lifecycle. HP-branded product series are typically refreshed from 12- to 24-months. When new product series or generations of series are made available, current series are typically still available for up to three (3) months, providing Public Agencies time to transition smoothly to the new series or generation of product. The next refresh product series would fall under the same category as listed unless otherwise determined by HP.

HP agrees to provide information on these product series or generation lifecycle refreshes during the annual Performance meetings or at other times as designated and requested. These briefings will also include information considered Confidential under the State Open Records Act, giving the team knowledge of future products and program roadmaps, and will require a Non-disclosure Agreement. These types of briefings are also provided by the sales team for state- or agency-specific information and/or standard refreshes, to proactively assist in the planning and evaluation of future models to ensure a smooth and seamless transition as experienced under our current contract.

- xii. Provide any additional information relevant to this section.

**Response:**

HP provides Public Agencies with promotions, as seen on the current contract, referred to as Smart Buys. These promotional items are based on a specific configuration at a set promotional fixed price, that may not be subject to further discounts. These promotional items carry a reduced price created from an overall company perspective available to Public Agencies, and may be offered for a limited time period and are subject to availability.

HP may from time to time have bargain promotional offers that are built-to-order configurations which are given once or twice a year with a set aggressive price. These are typically available to provide when a specific product has gone end-of-life and HP has a limited number of products in a set specification that are not subject to upgrade and are only available for a very limited time period due to inventories. If HP is allowed to offer these bargain promotional products from time to time, HP would provide to Public Agencies eligible under the contract for even greater savings.



HP also provides a wide array of third-party manufacturer products that are tied to the scope of an awarded contract to give Public Agencies the ability to meet all of their needs. These products may have volume pricing available for Public Agencies based on their overall quantity purchases.

Not to Exceed Pricing. Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

**Response:**

HP understands and has provided not-to-exceed guaranteed discounts off of HP's then current US Commercial List Price as outlined in **HP Attachment 3 – HP Discounts Schedule**. Volume pricing is available at a lower price for Public Agencies under an awarded Master Agreement.



## Tab 3 – Performance Capability

### b) Performance Capability

- i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.
- ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

#### **Response:**

Please refer to Appendix D below for HP's response to Exhibit A, OMNIA Partners Response for National Cooperative Contract and Exhibit B, OMNIA Partners Administration Agreement.

- iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

#### **Response:**

Please refer to Appendix D below for HP's response to Exhibit F, Federal Funds Certifications and Exhibit G, New Jersey Business Compliance.

- iv. Describe how Offeror responds to emergency orders.

#### **Response:**

HP assigns an Account Operations Manager (AOM) to large volume agency account(s) to oversee their orders and handle any escalation or emergency orders. Otherwise, Public Agencies can reach out to their HP Account Manager or the Director of Contract Sales Management assigned to this contract for emergency or escalation requests.

Consistent with HP Integrity, HP is committed to maintaining a safe and secure work environment and demonstrating a passion for customers. This is accomplished by taking appropriate steps to ensure the continuity of operations and provide seamless service to customers worldwide when faced with business disruptions that can occur, as recently seen, at any time without warning. Disruptions include events such as:

- Storms or natural disasters
- Power or network outage
- Political unrest
- Health epidemic
- Loss of critical resources

These events can impact our employees and customers, our brand and reputation, and our ability to do business. That is why we take a strategic and operational approach to ensure we can continue to operate at acceptable levels during a disruption. Planning for disruptions helps us manage HP's risk during adverse business conditions through





scenario planning, annual review and annual readiness testing. HP Business Continuity is supported by global, regional, and country guides, processes, roles and responsibilities, contacts and more.

v. What is Offeror's average Fill Rate?

**Response:**

HP uses reasonable commercial efforts to deliver product within 30 business days or as mutually agreed with the Public Agency. Due to the wide array of products and the supply and component shortages caused by the current pandemic, the average fill rate varies by product.

vi. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.

**Response:**

HP's history of developing and supporting superior and highly reliable products is demonstrated by our rapid growth and recognition in the Personal Computer (PC) industry and our position as the #1 worldwide PC market leader due to our strong growth as reported by Gartner<sup>3</sup> in Q3 2020. HP accounts for half of the PC shipments in the second quarter of 2020, up from 46.6% in the second quarter of 2019, showing our capability to perform and deploy products offered under an awarded contract.

HP Inc. (formerly Hewlett-Packard Company) and Region 4 ESC have had a successful relationship for the past 5 years, generating up to \$1 million monthly under the current contract during the fiscal year from July 1, 2019 through June 30, 2020. As a worldwide company, HP ships a computer every 2 seconds.

HP uses reasonable commercial efforts to deliver product within 30 business days or as mutually agreed with the Public Agency. Due to the wide array of products and the supply and component shortages caused by the current pandemic, the average delivery rate varies by product.

vii. Describe Offeror's return and restocking policy.

**Response:**

HP is committed to customer satisfaction and values our relationship with State and Local Government and Education Customers. To show our commitment, HP provides a goodwill right to return, or exchange of unused products within 30 days from receipt of the product. HP does not charge a restocking or handling fee for products returned within 30 days. Please see **HP Attachment 6 – State and Local Government and Education Customer Return Policy**, for the complete policy.

viii. Describe Offeror's ability to meet service and warranty needs beyond manufacturers standard.

**Response:**

All HP branded products include HP's standard manufacturer warranty ranging from 1-year to 3-years. Uplifted and extended warranty options are available for purchase through HP Care Packs or maintenance support services for products offered. Upon award, HP will post contact information for warranty repair. Purchasing Entities can contact HP directly or

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<sup>3</sup> <https://www.gartner.com/en/newsroom/press-releases/2020-07-09-gartner-says-worldwide-pc-shipments-grew-2point8-percent-in-second-quarter-of-2020#:~:text=Worldwide%20PC%20%20shipments%20totalled%2064.8,preliminary%20results%20by%20Gartner%2C%20Inc>



utilize an HP local service provider by using the tool at <http://www.hp.com/support> or calling HP directly at 1-800-334-5144.

HP Care Packs are designed to provide professional class coverage options, support services, and peace-of-mind. Care Packs keep your organization moving ahead with flexible, convenient HP Care Pack Services to expand your coverage and provide extra protection. Benefits that comes with Care Packs include:

- **HP Next Business Day Onsite Service** – For issues that cannot be resolved remotely, an authorized HP representative arrives at your site the next day after your call has been logged and for which you have a contracted service window. Covered hardware is returned to operational condition, repairing or replacing components or entire units as necessary. Coverage includes all required parts and materials.
- **HP Accidental Damage Protection Service (ADP)** – This avoids out-of-pocket repair or replacement costs caused by accidents such as drops, falls, liquid spills, electrical surges, or other accidental PC damage. ADP custom service can be delivered in the same manner as standard service, but rather than purchase 1:1, customers can choose two (2) claims per device for the coverage term purchased or pool aggregate claims of 8% or 12% utilized annually.
- **HP Travel Support Service** – The Travel Care Pack was designed to allow customers in specific countries to travel to another country listed on the “Participating Country List” for business purposes but return to their host country where they reside when the business travel was completed.
- **HP Defective Media Retention Service** – Defective Media Retention (DMR) allows you to keep your hard drive if it is defective and requires replacement while under warranty. You maintain control of your sensitive data and dispose of the defective media in a way that meets your security standards.

HP’s warranty service covers all labor and materials needed to repair and/or replace any defective hardware. The service also includes:

- Hardware failure screening, diagnostics, and fault isolation
- Extensive coverage area
- Access to a network of qualified service providers

ix. Describe Offeror’s customer fulfillment process

**Response:**

HP fulfillment may be directly with HP or through an HP authorized fulfillment subcontractor (as approved under the contract). Authorized subcontractors (partners) (local-, small-, minority- or women-owned) leverage the fulfillment and service centers for an optimal experience. These partners procure product through major distributors while also providing custom service options (Partner Value Services) for deployment.

***HP fulfills our PCs from manufacturing and customization facilities designed to focus on key issues such as quality assurance, ordering, setup and customization.***

HP’s Manufacturing and Customization facilities were designed to focus on key issues such as quality assurance and ease of planning, ordering and setup. The design also gives special attention to customer-unique requirements including image management, asset tagging/recording and software licensing.

HP’s Manufacturing and Customization facilities function within an "open bay" environment. Technicians take components and assemble the parts, building systems for our customers'



individual specifications by using a process that meets ISO quality standards. There are many benefits to this process:

- More precision in providing customized solutions – products that fit a customer's specific needs exactly;
- Improved fill rates so we can be more responsive to customer timelines;
- Extended hardware and software revision controls;
- Reduced cycle times on the introduction of new technologies; and
- Reduced cost by decreasing excess inventory.

As part of an effort to lower costs by reducing inventory and the number of touches, HP has implemented a Supplier-managed Hub process. This process gives HP immediate access to products at a component level and virtually eliminates the need to stock products, while still meeting customer demand. Today each of the HP Manufacturing and Customization facilities contain an area where material is positioned according to customer-provided information.

x. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

**Response:**

HP hours of operations are from 8:00 a.m. to 5:00 p.m. Central time. Agencies do have the ability to reach HP online for chat via the HP website or for services by going to <http://www.hp.com/support>.

Most problems are readily resolved before escalation is necessary. For instances where problems cannot be so quickly resolved, HP follows the formal escalation procedures described below. As seen today, Public Agencies can escalate to the HP-assigned Sales Account Manager or the Contract Sales Manager assigned to support the contract. Once engaged, service escalations are reported to the Delivery Manager/Delivery Director with typical resolutions estimated within 24 hours, and a call to the agency within hours of escalation request. Invoicing and billing issues are escalated to the Order Management and the Credit Manager for resolution. We encourage any agency that goes through the standard process and is not completely satisfied to reach out to the escalation contact, the Contract Sales Manager. This single point of contact has a goal to achieve full customer satisfaction throughout the term of an awarded contract for items within our control.

**Order and Delivery Escalations**

An assigned Customer Service Representative (CSR) oversees the Direct order fulfillment activities from the point of order entry and acceptance, to invoicing and delivery. The CSR is responsible for identifying and escalating issues and seeing them through to resolution.

**Table 2. Customer Services is required to adhere to the following standard service levels.**

Standard Service Levels	
PO Receipt to CSR order entry	4 business hours
PO Receipt to accepted (executable) order	8 business hours
Confirmation sent to customer/sales/management that order has been placed, provide order number and ETA if available.	4 business hours
Estimated Ship Date upon order entry (provided to customer as requested or as part of regularly scheduled open order report)	Estimate based on best information available, with follow-ups as new information becomes available



Standard Service Levels	
Updates to estimated ship date (provided to customer as requested or as part of regularly scheduled open order report)	As new information becomes available
Phone/email response to customer (from time customer leaves voicemail/email to time CSR calls/emails customer)	4 business hours
Return Material Authorization (RMA) request (from CSR receipt to RMA generation)	12–24 business hours
Warehouse receipt of RMA goods to completion of credit	3 business days

For additional order escalation requirements, Customer Services works with the Business Operations Team, which serves as a liaison between IT, Supply Chain and other OM support groups. Examples of support provided by this team include:

- Facilitating product allocation and process management
- Managing reserved/protected order approvals (holding orders and pre-builds)
- Order transfers, constrain queue management
- Drop ship order management (cancel/change), manual drop ship invoicing
- Monitoring order fallout activity
- Order management assistance for internal procurement
- Facilitating break-fix order solutions to get order moving through system (i.e. support with business process, order routing or system related issues)
- Root cause analysis of hard-to-fix order processing issues and assistance with opening IT help desk tickets to drive long-term resolution
- Month/Quarter/Year End activities
- Other non-technical support

xi. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.

**Response:**

HP generates an invoice after the product ships to the designated contact on the Purchase Order via the US mail or email. HP's standard payment terms are thirty (30) days from date of invoice, unless the agency is governed by the State prompt payment act terms, which would then apply.

Payment for orders can be made by check to an HP remittance lock box or through a Procurement Card (credit card) at the time of the order placement without any associated fees, Electronic Funds Transfer (EFT), or other electronic payments as mutually agreed based on the needs and process that may be unique to a given Public Agency. HP looks forward to reviewing these requirements to help better serve the needs of the Public Agency.



xii. Describe Offeror's contract implementation/customer transition plan.

**Response:**

Upon award, HP creates a master price file/catalog setup that includes the guaranteed discounts seen in **HP Attachment 3 – HP Discounts Schedule** along with the scope of products allowed under the final contract. During each setup process, these price files are reviewed for accuracy as part of HP's contract compliance and pricing management business processes.

HP's price file/catalog of products awarded is tied systematically to the HP US Commercial List Price and tied to the guaranteed discounts, which is why our systems are automatically updated with the pre-calculated catalog.

HP then ties the newly awarded contract to a new URL for the contract website in accordance with the guaranteed discount, including our quoting and order management tools.

Once the current contract expires or is transitioned, HP would have the previous URL automatically move to the new URL and contract site for a smooth transition for the customer. When customers send in their orders with the old contract number, we do our due diligence to notify the agency of the new contract number for future order processing.

xiii. Describe the financial condition of Offeror.

**Response:**

HP's strong financial performance is the result of execution against a well-defined fiscal management strategy. The company's success also reflects the faith that customers have placed and continue to place in HP to solve their business technology requirements.

**Fourth Quarter Fiscal Year 2020 Financial Highlights**

Fourth quarter net revenue was \$15.3 billion, down 1.0% (up 0.1% in constant currency) from the prior-year period and up 7% sequentially.

Fourth quarter GAAP diluted net EPS was \$0.49, up from \$0.26 in the prior-year period and above the previously provided outlook of \$0.32 to \$0.36. Fourth quarter non-GAAP diluted net EPS was \$0.62, up from \$0.60 in the prior-year period and above previously provided outlook of \$0.50 to \$0.54. Fourth quarter non-GAAP net earnings and non-GAAP diluted net EPS exclude after tax adjustments of \$167 million, or \$0.13 per diluted share, related to restructuring and other charges, acquisition-related charges, amortization of intangible assets, defined benefit plan settlement charges, non-operating retirement-related (credits)/charges, and tax adjustments.

*"We closed out a strong quarter with a beat on the top and bottom line. The strength of our innovation with the rigor of our execution drove sequential growth in revenue, operating profit, non-GAAP EPS and cash flow," said Enrique Lores, President and CEO, HP Inc. "We had record unit shipments in the quarter, reflecting the important role HP technology is playing in the lives of our customers. Our results give us great confidence in our ability to drive long-term growth and shareholder value in 2021 and beyond."*

¾ Enrique Lores, HP President and CEO





**Figure 1. Q4'20 Results Overview**

\$ in millions	Net revenue	Growth y/y%	Growth CC <sup>1</sup> y/y%	Non-GAAP OP \$ <sup>3</sup>	Non-GAAP OP % of rev <sup>3</sup>	Non-GAAP OP \$ y/y <sup>3</sup>	Non-GAAP OP % of rev y/y <sup>3</sup>
Printing	\$4,826	(3.1)%	(2.4)%	\$713	14.8%	\$(64)	(0.8) pts
Personal Systems	\$10,432	0.1%	1.4%	\$528	5.1%	\$(28)	(0.2) pts
Corporate Investments / Other	-	nm <sup>2</sup>	nm <sup>2</sup>	\$(187)	nm <sup>2</sup>	\$16	nm <sup>2</sup>
<b>Total HP</b>	<b>\$15,258</b>	<b>(1.0)%</b>	<b>0.1%</b>	<b>\$1,054</b>	<b>6.9%</b>	<b>\$(76)</b>	<b>(0.4) pts</b>

**Full Fiscal Year 2020**

HP announced fiscal 2020 net revenue of \$56.6 billion, down 3.6% (down 2.3% in constant currency) from the prior-year period.

Fiscal 2020 GAAP diluted net EPS was \$2.00, down from \$2.07 in the prior-year period and above the previously provided outlook of \$1.83 to \$1.87. Fiscal 2020 non-GAAP diluted net EPS was \$2.28, up from \$2.24 in the prior-year period and above the previously provided outlook of \$2.16 to \$2.20. Fiscal 2020 non-GAAP net earnings and non-GAAP diluted net EPS exclude after-tax adjustments of \$390 million, or \$0.28 per diluted share, related to restructuring and other charges, acquisition-related charges, amortization of intangible assets, defined benefit plan settlement charges, non-operating retirement-related (credits)/charges, debt extinguishment costs and tax adjustments.

**Figure 2. FY19 Results Overview**

\$ in millions	Net revenue	Growth y/y%	Growth CC <sup>1</sup> y/y%	Non-GAAP OP \$ <sup>3</sup>	Non-GAAP OP % of rev <sup>3</sup>	Non-GAAP OP \$ y/y <sup>3</sup>	Non-GAAP OP % of rev y/y <sup>3</sup>
Printing	\$17,641	(12.1)%	(11.2)%	\$2,495	14.1%	\$(707)	(1.9) pts
Personal Systems	\$38,997	0.8%	2.3%	\$2,312	5.9%	\$414	1.0 pts
Corporate Investments / Other	\$1	nm <sup>2</sup>	nm <sup>2</sup>	\$(754)	nm <sup>2</sup>	\$43	nm <sup>2</sup>
<b>Total HP</b>	<b>\$56,639</b>	<b>(3.6)%</b>	<b>(2.3)%</b>	<b>\$4,053</b>	<b>7.2%</b>	<b>\$(250)</b>	<b>(0.1) pts</b>

xiv. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

**Response:**

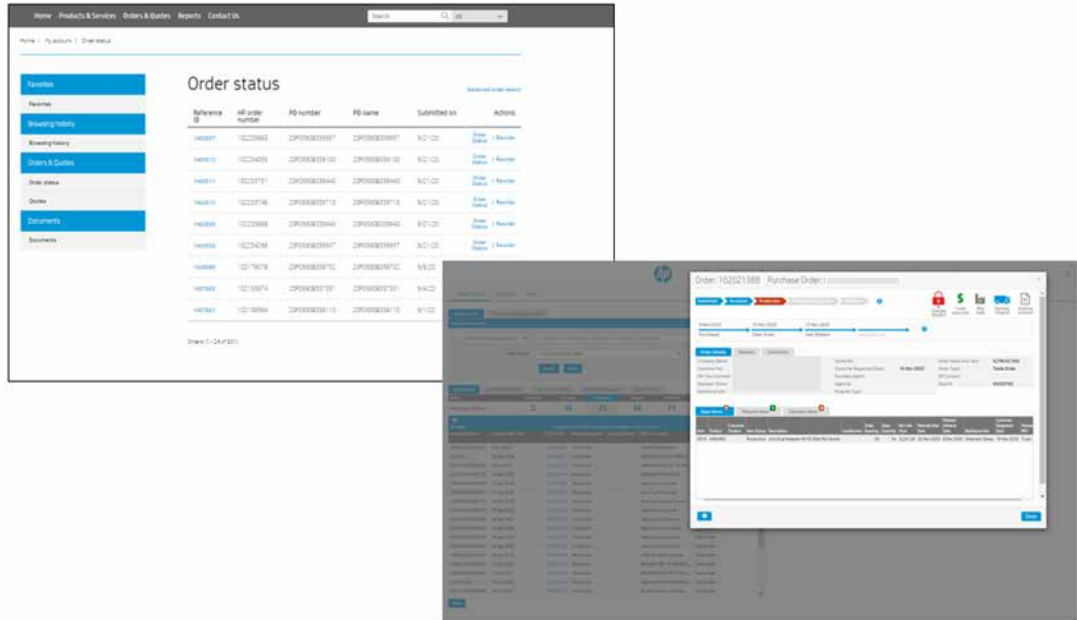
The current HP website is [hp.com/buy/nationalipait](http://hp.com/buy/nationalipait), for review of the website ease of use. Upon award, HP will create a new redirect URL to be more aligned to the new contract naming. Details on HP's website capabilities and functionality can be found in **HP Attachment 7 – HP Order Status and Reporting Tool**.

A screen shot of availability through order status, online shopping and reporting is noted below for reference. HP returns would be requested directly with HP Order Management by email at the designated mailbox for the Customer Service Representative.



**Figure 3. HP’s website for convenient online shopping, checking order status, and comprehensive reporting.**

### Order Status



### Online Shopping Experience – Shopping Cart



While in the shopping cart the customer can look up and apply a Special Pricing Code.

The customer can check out and securely create an order with HP, create and save a quote, or save the shopping cart as a favorite for quick Reorders.

### Comprehensive Reporting

HP’s contract website offers global order-reporting capabilities, including the ability to create custom reports from more than 100 different data attributes. Region 4 ESC is better equipped, with worldwide visibility into procurement trends and events, to make informed purchasing and supplier management decisions. Reporting encompasses procurement activities, regardless of the vehicle used (online, phone, fax, email). Order change notification, which can also be customized, is available via email.

### Support Tools and Services

Online tools provide frequently needed reference information about HP products, parts, and services including the following:





- Product information, such as customer advisories, documentation, and FAQs
- Parts catalog with detailed descriptions and interactive product diagrams
- Warranty status, including information about Care Pack services

Also available is a host of award-winning e-support services that provide assistance at all service levels, from warranty to business-critical, across the entire IT environment. These services can help to accomplish the following key tasks:

- Resolve problems by using online diagnostics and troubleshooting
- Download and manage drivers, patches, and software updates
- Log and track support cases
- Search technical knowledge databases
- Choose online training programs
- Collaborate with HP support specialists or business peers online

xv. Describe the Offeror's safety record.

**Response:**

HP strives to keep our employees safe and healthy so they can do their best work. Our Environmental, Health, and Safety (EHS) leadership team uses our global injury and illness reporting system to assess trends regionally and worldwide as a part of quarterly reviews. We have internal targets to keep lost workday case rates below 0.5 and recordable incidence rates under 1.0.

Managers assess progress against those targets annually. Supervisors of employees injured at work are required to complete injury and illness investigations for all reportable incidents and work with EHS points of contact to assess serious or complex cases.

Worldwide, we maintained below-average accident and injury rates in 2019, with a lost workday case rate of 0.08 and a recordable incidence rate of 0.21, compared to 2018 average rates of 0.09 and 0.23, respectively. Our manufacturing facilities continue to represent our most significant health and safety risks, due to higher potential exposure to chemicals and machinery related hazards. Managing and reducing risks at these plants remains a focus, and injury rates continue to be low.

Our U.S. injury and illness data are summarized below and is among the best for our industry using the NAICS Code 334111, Electronic Computer Manufacturing industry.

**Table 3. HP's U.S. Injury and Illness Data is among the best for the Electronic Computer Manufacturing industry**

U.S. HP Inc. Injury and Illness Data	2016	2017	2018	2019
OSHA Recordable Incident Rate	0.26	0.41	0.47	0.43
Lost Workday Case Rate	0.14	0.14	0.22	0.2



xvi. Provide any additional information relevant to this section.

**Response:**

HP has received the following performance-related awards:

- Supply Chain Top 25 from Gartner<sup>4</sup>
- #10 on Management Top 250 from the Wall Street Journal and the Drucker Institute<sup>5</sup>
- Silver Edison Award in the Materials Science and Engineering category from the Edison Awards<sup>6</sup>
- Silver Edison Award in the Medical/Dental category from the Edison Awards<sup>7</sup>

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<sup>4</sup> Source: <https://www.gartner.com/en/newsroom/press-releases/2020-05-20-gartner-announces-rankings-of-the-2020-supply-chain-top-25>

<sup>5</sup> Source: <https://www.drucker.institute/2020-drucker-institute-company-ranking/>

<sup>6</sup> Source: <https://edisonawards.com/winners2020.php>

<sup>7</sup> Source: <https://edisonawards.com/winners2020.php>



## a. OMNIA Partners Documents (Appendix D)

### Exhibit A – Response for National Cooperative Contract

#### 1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

#### 1.1 Requirement

The Region 4 Education Service Center (“ESC”) (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners”), is requesting proposals for Technology Solutions, Products and Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners’ requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this



RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

**Response:**

HP has read and acknowledged.

## 1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration



Suppliers are required to pay an administrative fee of three percent (3%) of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

**Response:**

Upon contract award of the new Region 4 ESC/OMNIA Partners Contract, HP plans to promote the contract award through internal and external communications as approved by the Region 4 ESC/OMNIA Partners Master Agreement Administrator. The goal of marketing the Region 4 ESC/OMNIA Partners contract is not only to communicate the value proposition, benefits, and the Region 4 ESC/OMNIA Partners and HP story, but also to emphasize HP's flexibility in delivering and promoting the Region 4 ESC/OMNIA Partners PSP or State-specific standards and savings as appropriate and approved by the Region 4 ESC/OMNIA Partners Master Agreement Administrator and the participating state.

As required under the contract, all marketing materials will be provided to Region 4 ESC/OMNIA Partners for review, modification and approval prior to distribution. Communication will not be released without written approval from the Region 4 ESC/OMNIA Partners Master Agreement Administrator.

HP marketing to our customers is done through several unique marketing activities that, when combined, create a holistic integrated marketing plan.

- The marketing activities can include email, direct mail, web pages, paid media both social and display advertising, SEM keywords, content syndication with ITDM media partners, webinars and events (now virtual).
- Include Region 4 ESC/OMNIA Partners contract number on marketing materials when appropriate
- Include Region 4 ESC/OMNIA Partners value message in targeted communications as needed.

HP will drive contract awareness and product/service promotions under the Region 4 ESC/OMNIA Partners contract through HP web banners on [www.hp.com](http://www.hp.com). Promoting the HP Region 4 ESC/OMNIA Partners contract value proposition and product/ service promotions through web banners provides an opportunity to reach a large audience of Region 4 ESC/OMNIA Partners Public Agencies. Web banners have a "call to action" inviting the reader to contact HP for pricing and information.

Region 4 ESC/OMNIA Partners states can visit the [hp.com](http://hp.com) for information regarding product, warranty, pricing, and more, and HP is working on making improvements to our websites throughout the term of this new contract to provide more information and an even better shopping experience.

The HP Online Store features an easy-to-use interface that displays product and pricing information specific to the HP Region 4 ESC/OMNIA Partners contract. The Online Store allows Public Agencies to:

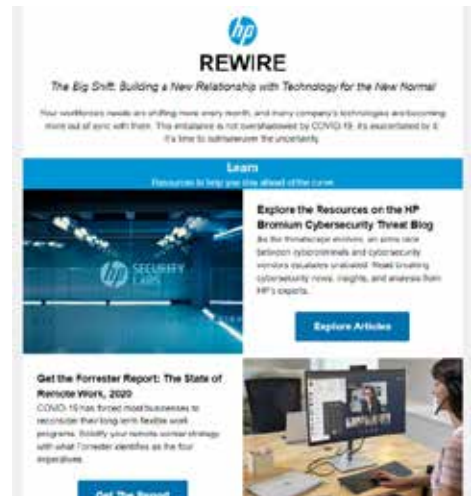
- Access the latest HP Region 4 ESC/OMNIA Partners contract pricing, environmental certifications, trade-in, promotions
- Obtain quotes
- Place orders online using a Procurement Card (P-card) or purchase order
- Inquire about order status and delivery



- Access reporting tools, tracking, invoice copies and much more

HP will distribute periodic email newsletters and promotions to eligible Public Agencies throughout the contract term. These email promotions will provide the most current ongoing Region 4 ESC/OMNIA Partners promotions. The email newsletter will provide an opportunity to focus on the success of the HP Region 4 ESC/OMNIA Partners contract and promote upcoming contract promotion specials and even state-specific standards or the PSPs.

Due to the product scope, HP will provide contract promotions, as seen on the current contract, directly on the contract website and eMarketCenter, as allowed based upon the awarded contract, in accordance with the Region 4 ESC/OMNIA Partners Master Agreement Administrator approved process. Contract promotions will be distributed through various methods of delivery, to include email, newsletters, web banners, and postcard mailers to Public Agencies as allowed in a particular State after approval. The contract promotions will remind Region 4 ESC/OMNIA Partners' Public Agencies of special promotions, special pricing, and state-specific standards. The contract promotions will emphasize the aggressive HP Region 4 ESC/OMNIA Partners pricing offered exclusively to Region 4 ESC/OMNIA Partners' participants and Public Agencies.



HP will continue to participate in the annual Region 4 ESC/OMNIA Partners marketing events annually and attend other Region 4 ESC/OMNIA Partners events and the NIGP Annual Marketing event (virtually until COVID restrictions are lifted). The HP Primary Account Representative will attend this event along with the Contract Program Management team and potential management team members. Previous event participation has included: MACUL, Educause, Digital Government Summits by state, The Chronicle Webinars, Government Technology Webinars and state specific events.

The HP Primary Account Representative and other Program Management team members will meet with participating states throughout the year to review participating state marketing plans and events, which may include Management.

HP has scheduled seminars in local major cities to review the latest IT trends and new HP products with both local Public Agencies and HP authorized partners. HP would like the opportunity to promote this contract at these events. HP will work with the Region 4 ESC/OMNIA Partners Master Agreement Administrator, designated Region 4 ESC/OMNIA Partners teams and/or participating states to make them aware of these events or schedule additional seminar events. These Webinars give important information to Public Agencies on contract specifics including product scope, ordering information, PSPs or State-Specific Standards, and how to save more using this contract.

HP will host educational forums to teach State, Local and Education customers about some of the latest technology changes and solutions impacting government. The Forums will be led by specialists from HP experienced in IT solutions, and customers from State, Local and Education that will share best practices. This is an opportunity for State, Local and Education customers to learn how to make the most use of the technology offered from HP, while gaining insight from peer-to-peer networking.





As allowed and approved by the Region 4 ESC/OMNIA Partners Master Agreement Administrator, HP Region 4 ESC/OMNIA Partners state-approved partners can assist in the marketing activities in this section to promote the contract through telemarketing campaigns, events and distribution of Region 4 ESC/OMNIA Partners Master Agreement Administrator-approved marketing documents. This will allow HP to reach even more Public Agencies for contract awareness.

### 1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$500 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

**Response:**

HP has read and acknowledged.

### 1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g. governing law) are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree without being in conflict with the Master Agreement. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable administrative fee for sales that use the





Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

**Response:**

## 1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

**Response:**

HP has read and acknowledged. HP volume pricing is the same aggressive pricing that a Public Agency would obtain by issuing its own competitive bid. By using this contract, HP will also encourage Public Agencies to save more with HP by contacting HP for volume pricing for their specific products or services available under the contract.

## 2.0 Representations and Covenants

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

### 2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

**Response:**

HP has read and acknowledged. HP has assigned Debra Lee, Director of Contract Sales Management, as the executive sponsor, and Elizabeth Leach as the National Contract Sales Manager, responsible for the overall management of an awarded master contract.



Regarding subsection (2), HP will promote the Master Agreement to Public Agencies as we are doing so under the parties' current contract.

As to subsection (4), HP has included its proposed changes to the Administration Agreement, which are consistent with the parties' current Agreement. Please refer to **Attachment 1 to Appendix B, the Terms & Conditions Acceptance Form**.

## 2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

### **Response:**

While we understand OMNIA Partner's interest in "matching lower pricing," we believe OMNIA Partner's thorough and competitive bid process will provide the opportunity to secure the best prices or discounts currently available in the IT marketplace. Accordingly, we request the removal of this section 2.2.

As a Fortune 100 Company, HP has thousands of contracts throughout the U.S. and globally, which were established based on many unique and variable factors. These factors are customer-specific and are in accordance with material contract terms and bid requirements, which include, but are not limited to, customer-identified solutions, particular transactions for certain products and/or services, volume, timing, geographical area, staffing requirements, delivery requirements, service level agreements, and penalties. As a result, direct contract comparison is not possible.

## 2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

### **Response:**

HP agrees to market the awarded contract as done today, to include training sales teams and partners. Additionally, HP agrees to compensate its sales personnel in accordance with its company policies.

## 3.0 Supplier Response

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.



### 3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

**Response:**

HP is a leading provider and partner of technology products and services to educational institutions; creating value for students, faculty, and campuses around the world. We pride ourselves on being a leading contributor to advancements in the effective use of technology to improve teaching and learning, as well as a source of best practices and practical tips for the effective use of technology in the education environment.

HP helps schools prepare students for greater achievement and success in life. We offer:

- Committed education partner dedicated to working alongside educational institutions at every level to invent and develop technology solutions for education
- Comprehensive technology solutions that offer an unmatched breadth of products, services, and support options to address the diverse computing needs of schools and districts
- Support of your mission and solutions to achieve long-term academic and operational success

Supporting education has been a top priority since Dave Hewlett and Bill Packard started HP in 1939. Today, our commitment to innovation and education continues as we perfect technology solutions with unmatched breadth and unsurpassed quality.

For more than four (10) years, HP Inc. (formerly Hewlett-Packard Company) has had a successful relationship and contract with the TCPN, National IPA, and now OMNIA Partners and its members – providing quality goods and services to eligible members. HP has also held other cooperative contracts with NASPO ValuePoint (formerly WSCA-NASPO) since 1999, GSA Schedule 70 for over 20 years, and Midwestern Higher Education Compact (MHEC) since 2015, and MHEC participating under the WSCA-NASPO cooperative from 2009 to 2015. This shows our continued performance and ability to deliver product and services to Public Agencies utilizing these nationwide cooperative purchasing vehicles.

B. Total number and location of sales persons employed by Supplier.

**Response:**

HP Inc. has approximately 55,000 employees worldwide, including our subsidiary employees. HP sales persons are located throughout the U.S.

The following table provides the number of HP employees, classified as “active regular,” broken down by region and job function. Counts are based on various HP region- and country-level HR reports and do not include all subsidiary employees.

**Table 4. Employee Headcount by Job Function for HP Employees in the Americas**

Department	Headcount <sup>8</sup>
Administration	520
Business Planning	619
Corporate Administration	63

<sup>8</sup> These counts are as of March 30, 2020. Counts and job classifications are subject to change.



Department	Headcount <sup>8</sup>
Engineering	3,924
Engineering Services	330
Finance	1,379
General Management	29
Human Resources	274
Information Technology	474
Learning and Development	57
Legal	138
Marketing	1,163
Public Affairs and Communications	14
Quality	120
Sales	2,476
Sales Operations	1,070
Services	3,942
Supply Chain and Operations	1,682
Technical	172
<b>Grand Total</b>	<b>18,446</b>

C. Number and location of support centers (if applicable) and location of corporate office.

**Response:**

HP Inc.'s headquarters is located at 1501 Page Mill Road, Palo Alto, CA 94304.

HP Inc.'s North American Support Center is located at 2351 HP Way Northeast, Rio Rancho, NM 87144.

A list of HP sales and/or service support offices in the U.S. is provided below.

**Table 5. HP U.S. Sales and/or Service Support Office Locations**

Sales and/or Service Support Offices by State			
<b>California</b>			
<b>1501 Page Mill Road (Headquarters)</b>	<b>Palo Alto</b>	<b>CA</b>	<b>94304</b>
16399 West Bernardo Drive	San Diego	CA	92127
<b>Colorado</b>			
3390 East Harmony Road	Fort Collins	CO	80528
<b>Georgia</b>			
5555 Windward Parkway, Level 2	Alpharetta	GA	30004
<b>Idaho</b>			
11311 Chinden Boulevard	Boise	ID	83714
<b>New Mexico</b>			
<b>2351 HP Way Northeast</b>	<b>Rio Rancho</b>	<b>NM</b>	<b>87144</b>



Sales and/or Service Support Offices by State			
New York			
11 East 26 <sup>th</sup> Street, 11 <sup>th</sup> Floor	New York	NY	10010
Oregon			
1070 NE Circle Boulevard	Corvallis	OR	97330
Texas			
10300 Energy Drive	Spring	TX	77389
Washington			
1115 SE 164 <sup>th</sup> Avenue, Suite 210 (VCS)	Vancouver	WA	98683
1201 SE Tech Center Drive, Bldg. VAA01 & VAA02	Vancouver	WA	98683

D. Annual sales for the three previous fiscal years.

**Response:**

**Table 6. A summary of HP Inc.’s annual revenue by business unit for the past three years**

Fiscal Year	Worldwide Net Revenue	Personal Systems	Printing
2019	\$58,756	\$38,694	\$20,066
2018	\$58,472	\$37,661	\$20,805
2017	\$52,056	\$33,374	\$18,801

*Note: Figures stated as USD in millions*

a. Submit FEIN and Dunn & Bradstreet report.

HP’s U.S. federal Employer Identification Number (EIN) is 94-1081436.

In accordance with Region 4 ESC/OMNIA Partners’ Q&A response to Question 16, in lieu of providing the D&B report, HP Inc.’s Global Ultimate D-U-N-S Number is 00-912-2532 and our annual reports are publicly available at: <https://investor.hp.com/financials/annual-reports-and-proxies/default.aspx>.

E. Describe any green or environmental initiatives or policies.

**Response:**

Sustainable Impact inspires us to reinvent everything we do—including how we design, deliver, and recover our products and solutions. Across our Personal Systems, Print, and 3D Printing businesses, we are committed to creating our most sustainable portfolio. By reducing the amount of materials in our products, increasing our use of recycled content, designing for energy efficiency, and offering convenient and more sustainable services, we are enabling our customers to achieve more, with less impact. When our products reach the end of service, our repair, reuse, and recycling options help to ensure products are properly handled.

We set bold, long-term goals and focus our strategy where we can have the greatest impact. We measure success by how our actions and solutions help create a more sustainable future for our planet, people, and the communities where we live, work, and do business. HP supports the United Nations Sustainable Development Goals (SDG) and remains committed to driving progress on select goals that are closely aligned to our Sustainable Impact strategy.

Our current long-term sustainability goals:



- Use 30% post-consumer Recycled Content Plastic (RCP) across our personal systems and print portfolio by 2025 (which refers to RCP as a percentage of total plastic used in all HP personal systems, printer hardware, and print cartridges shipped during the reporting year)
- Eliminate 75% of single-use plastic packaging by 2025, compared to 2018. (Calculated as the percentage of primary plastic packaging (by weight) reduced per unit shipped)
- Use 100% renewable electricity in our global operations by 2035, with an interim goal of 60% by 2025
- Reduce Scope 1 and Scope 2 Greenhouse Gas (GHG) emissions in our global operations by 60% by 2025, compared to 2015
- Reduce the GHG emissions intensity of HP's product portfolio use (which refers to per unit GHG emissions during anticipated product lifetime use weighted by contribution of personal systems and printing products to overall revenue arising from the use of more than 99% of HP product units shipped each year) by 30% by 2025, compared to 2015
- Reduce first-tier production supplier and product transportation-related GHG emissions intensity (which refers to the portion of first-tier production and product transportation suppliers' reported GHG emissions attributable to HP divided by HP's annual net revenue) by 10% by 2025, compared to 2015
- Help suppliers cut 2 million tonnes of carbon dioxide equivalent (CO<sub>2</sub>e) emissions between 2010 and 2025
- Recycle 1.2 million tonnes of hardware and supplies by 2025, since the beginning of 2016
- Reduce potable water consumption across global operations by 35% by 2025, compared to 2015 with a focus on high risk sites

### Building a Circular Economy

Global trends are forcing corporations, governments, and consumers to radically re-think the “take, make, dispose” consumption model. HP is responding by transforming our entire business for a circular and low-carbon future. As a result, we are able to derive more value from materials, reduce our value chain impacts, and deliver transformative solutions for our customers.

At HP, we help our customers invent the future. By applying rigorous sustainable design principles, we help to drive progress toward a circular and low-carbon economy through our portfolio of Personal Systems, Home and Office Printing Solutions, Industrial Printing, and 3D Printing products and solutions. Across our portfolio, HP maintains high standards in product safety, privacy, and security, while partnering to unleash the social benefits of technology, enable better learning outcomes, improve access to quality healthcare, and support diverse and resilient communities.

HP innovates to mitigate climate change effects and accelerate the transition to a circular and low-carbon economy—for the sake of our planet, well-being and prosperity of people and global communities, and the resilience of our business and that of our customers and partners.

### Sustainable Design Solutions

Design plays a critical role in determining a product's environmental impacts. HP applies rigorous design principles to improve the environmental performance of our products across the lifecycle.





In 1992, we developed our Design for Sustainability program (originally Design for the Environment) to formally consider factors impacting sustainability performance throughout the product design and development phases.

HP uses a science-based approach to evaluate our products, identify and prioritize improvement opportunities, and set goals. Among our main design priorities, we work to increase the use of recycled and renewable materials and replace materials of concern; enhance repairability; continually improve product energy efficiency; and build in accessibility features. Our program has continually evolved in response to technological and scientific developments, changes to our supply chain, and customer demand.

HP Design for Sustainability addresses a broad range of issues across the product lifecycle.

- **Materials innovation**—Progress toward a circular economy requires keeping materials in use for as long as possible and ensuring they can be easily reused or recycled. HP continually works to eliminate materials of concern, increase materials efficiency, and circulate materials through the use of recycled content.
- **Durability and repairability**—HP designs our products to be highly durable and easy to repair, and we extend the life of our personal systems through refurbishment programs. This benefits customers while capturing more value from natural resources and reducing environmental footprint.
- **Energy efficiency**—Energy consumption during product use is one of the largest contributors to our carbon and water footprints, so continually improving product energy efficiency is central to our sustainable design strategy.
- **Products-as-a-service**—Service-based models deliver better value to customers with reduced environmental impact and capital costs. Customers can access the latest technology, while HP manages the fleet. An ongoing relationship engagement and provides valuable insights into customer behavior and needs. Service-based offerings support the transition to a circular economy. Regular maintenance increases product longevity and decreases waste. Fewer individual product shipments and customer store visits decrease GHG emissions. Value is recaptured at the end of service through product repair, reuse, and recycling.
- **End-of-service options**—Rapid innovation is increasing the urgency to move toward circular models where products stay in use as long as possible, and materials are responsibly recycled and repurposed at product end of service. As part of designing for end of service, we consider factors such as availability of spare parts, ease of disassembly, materials identification, and ability to separate materials. Our repair, reuse, and recycling programs help keep products in use, and at the end of service, support responsible collection and processing to recover and reuse as much material as possible.
- **Social impact**—Through innovative partnerships and materials sourcing, we improve livelihoods. Through our supply chain engagements, we increase the availability of recycled materials while supporting safe workplaces, healthy lifestyles, and skills development.

### Product Reuse and Recycle

We design HP products to use resources efficiently and to last a long time. When our products eventually reach the end of their service, our robust product repair, reuse, and recycling programs help to ensure that products and materials are repurposed, which keeps them at their highest value state for as long as possible. This circular flow avoids





waste and can give materials and products renewed life. These efforts support our transformation toward a more materials-efficient circular model.

HP offers take-back programs in 76 countries and territories worldwide<sup>9</sup> through a global network of reuse and recycling vendors.

Through 2019, we recycled 528,300 tonnes of hardware and supplies, building on our long-standing commitment to recycle 1.2 million tonnes by 2025.

We design our products to be highly durable and easy to repair, and we extend the life of our personal systems through refurbishment programs. This benefits customers while capturing more value from natural resources and reducing environmental footprint.

Through 2019, we manufactured over 4.2 billion HP ink and toner cartridges using more than a cumulative 72,000 tonnes of recycled plastic. This has kept 875 million HP cartridges and an estimated 113 million apparel hangers and 4.69 billion post-consumer plastic bottles out of landfills, instead upcycling these materials for continued use. More than 82% of our Original HP ink cartridges contain 45–70% post-consumer recycled content, and 100% of Original HP toner cartridges contain 5–45% post-consumer or post-industrial recycled content.<sup>10</sup> Using recycled plastic instead of new plastic in Original HP ink cartridges reduces the fossil fuel used for plastic production by 69%. The recycled plastic used in Original HP ink cartridges has an average 73% smaller carbon footprint than the virgin plastic used in Original HP ink cartridges.<sup>11</sup>

We work with a global network of vendors to provide product reuse and recycling services to customers around the world. To promote transparency and drive social and environmental standards in the electronics industry supply chain, we published a detailed list of our recycling vendor sites globally in 2017, an IT industry first. In the current list, we also added reuse vendor sites. The list is updated annually. This reflects our confidence in HP's vendor network and addresses customer and stakeholder expectations about disclosure.

### Promoting Sustainability throughout Our Supply Chain

HP relies on one of the IT industry's largest supply chains, made up of hundreds of production suppliers and thousands of nonproduction suppliers.<sup>12</sup> An ethical, sustainable, and resilient supply chain protects our business and brand, strengthens customer relationships, and creates opportunities to innovate.

For a detailed description of HP's Sustainable Impact efforts, please see the HP Sustainable Impact Report at [www.hp.com/go/report](http://www.hp.com/go/report).

For more information, you can contact [sustainability@hp.com](mailto:sustainability@hp.com).

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<sup>9</sup> This is the number of countries or territories where HP offers hardware recycling and/or HP ink cartridge recycling and/or HP toner cartridge recycling.

<sup>10</sup> 80% of Original HP ink cartridges contain between 45-70% recycled content. 100% of Original HP toner cartridges contain between 5-45% post-consumer or post-industrial recycled content. Does not include toner bottles. See [www.hp.com/go/recycledcontent](http://www.hp.com/go/recycledcontent) for a list.

<sup>11</sup> Compared with non-subscription purchase and distribution of the same HP Ink cartridges in stores. Based on a 2020 lifecycle assessment (LCA) performed by Four Elements Consulting and commissioned by HP.

<sup>12</sup> HP uses the terms "production suppliers," "product transportation suppliers," and "nonproduction suppliers" throughout this report. "Production suppliers" provide materials and components for our product manufacturing and also assemble HP products, and are the primary focus of our HP Supplier Code of Conduct audits, assessments, KPI program, Sustainability Scorecard, and capability-building initiatives. "Product transportation suppliers" provide services for the shipping and delivery of HP products. Learn more in Supply chain responsibility: Environmental impact. "Nonproduction suppliers" provide goods and services that do not go into the production of HP products (such as staffing, telecommunications, and travel). These suppliers are a significant focus of our supplier diversity efforts.



F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

**Response:**

Under an awarded contract, HP will utilize its partner programs that include local-, small- and minority-, women- and veteran-owned businesses as reseller agents, fulfillment subcontractors, or service providers. At that time, HP agrees to provide a copy of the diversity partners' certifications. Pricing will not change when we utilize an HP-authorized diversity partner to support the contract.

HP is committed to fostering a culture where diversity, equity, and inclusion are at the forefront. HP has the most diverse Board in the U.S. technology industry, and 62% of our U.S. hires in 2020 were from underrepresented groups. We are also among the top technology companies for women in executive positions. Women represent 29.6% of the company's full-time vice president positions, up from 18.3% in 2015, and 32.3% of full-time directors, compared to 22.7% in 2015.

But we must do much more—particularly when it comes to the number of Black employees hired and retained at HP. That's why we plan to double our number of Black and African American executives by 2025. And we are committed to doing the hard work needed to help stamp out systemic racism and discrimination in all its forms.

**HP's Racial Equality and Social Justice Task Force**

In June 2020, HP launched the Racial Equality and Social Justice task force. The task force will identify and execute on the biggest opportunities we have as a company to drive societal change, first in the United States, then globally. Nearly 500 employees raised their hands to take part in this critical issue. The strategy involves advancing efforts inside HP, accelerating our external ecosystem and affecting change at the local and national level.

**HP's Global Supplier Diversity Program**

Our commitment extends beyond our own employees to our relationships with suppliers, partners, and communities worldwide.

We continue to innovate our Global Supplier Diversity program in the United States and South Africa. In 2019, HP's Supplier Diversity Program had a total economic impact of \$698M USD, supported over 4,400 jobs and \$268 million in income earned by employees in those jobs based in the US.

For the US Government Year 2019, HP awarded \$374M USD to more than 1,000 suppliers including: small businesses, minority-owned, veteran-owned, service-disabled veteran-owned, women-owned, those located in Historically Under-Utilized Business Zones (HUBZones), and Historically Black Colleges and Universities (HBCU).

HP's drive to advance opportunities for US Veteran-owned businesses earned us recognition on the Military Friendly<sup>®</sup> 2020 Supplier Diversity list. We believe this demonstrates our commitment to being a social and economic asset in the communities where we live, work, and derive revenues.

Active engagement in the National Minority Supplier Development Council (NMSDC), Women's Business Enterprise National Council (WBENC) and Tech:Scale empowers us to impact the industry, lead in diverse purchasing best practices, and cultivate relationships with diverse suppliers across the United States and Puerto Rico. HP also took the NMSDC "In This Together" pledge sponsoring programs to invest in minority businesses struggling



to recover from COVID-19 and coalitions to eradicate racial wealth gaps and access to startup capital.

Our commitment to diversity is expanded to the efforts of our suppliers. HP sets an expectation for suppliers providing services in the US to make a best effort to spend a minimum of 10% with diverse businesses. In addition to promoting diversity in our supply chain, we advance diversity amongst our resellers through mutually beneficial relationships. Through our HP PartnerONE Diversity network, we maintained relationships with, and provided marketing and sales support to, more than 180 diverse resellers that are classified as diverse businesses.

To improve the diversity of our suppliers' workforces we run diversity initiatives with our main advertising agencies and U.S. law firm partners. Our legal team is focused on improving diversity among our U.S. law firm partners and withholds up to 10% of all invoicing of those partners who fail to meet or exceed diverse minimal staffing on work for us. Law firms are asked to staff at least one underrepresented minority or one woman partner and one racially/ethnically diverse attorney, each performing at least 10% of the billable hours on HP business. Firms are required to track and share data quarterly. As of the end of 2019, 94% of firms met the requirements, up from 46% in early 2017 when this initiative was launched. Women represented 43% of team members—up from 23% in early 2017. The number of underrepresented minority partners increased to 30% at the end of 2019—up from 21% in early 2017. Overall, 84% of HP's outside counsel teams were led by a diverse partner at the end of 2019—up from 73% the prior year.

These initiatives have earned us numerous awards such as the Transformative Leadership award from Inside Counsel, the President's Award from the National Association of Women Lawyers, and the Matthew J. Whitehead Diversity award from the Association of Corporate Counsel. Our Marketing agencies who partner in our diversity initiative have exceeded gender parity with women holding 55% of senior leadership roles on HP account teams in 2018.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

Yes  No

If yes, list certifying agency:

**Response:**

No, HP Inc. is a large, publicly traded U.S. corporation (NYSE: HPQ).

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Yes  No

If yes, list certifying agency:

**Response:**

No, HP Inc. is a large, publicly traded U.S. corporation (NYSE: HPQ).

c. Historically Underutilized Business (HUB)

Yes  No

If yes, list certifying agency:



**Response:**

No, HP Inc. is a large, publicly traded U.S. corporation (NYSE: HPQ).

d. Historically Underutilized Business Zone Enterprise (HUBZone)

.. Yes x No

If yes, list certifying agency:

**Response:**

No, HP Inc. is a large, publicly traded U.S. corporation (NYSE: HPQ).

e. Other recognized diversity certificate holder

.. Yes x No

If yes, list certifying agency:

**Response:**

No, HP Inc. is a large, publicly traded U.S. corporation (NYSE: HPQ).

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

**Response:**

Under an awarded contract, HP will be providing partner programs that include local-, small- and minority-, women-, and veteran-owned businesses as reseller agents, fulfillment subcontractors or service providers. At that time, HP agrees to provide a copy of the diversity partners' certification(s).

I. Describe how supplier differentiates itself from its competitors.

**Response:**

HP is an industry leader in technology solutions and a strategic partner for many types of businesses and industries. HP's position is based on corporate stability, Security, a broad portfolio of products and services, and years of experience serving technology markets.

HP is the right choice for the following reasons:

- HP delivers extensive experience and expertise in serving the technology industry, and we offer a wide range of solutions to meet almost any customer and IT environment's needs from end to end. HP also gives customers the tools to plan, implement, and maintain new capabilities as business grows and technology changes. In every category HP does business, HP is a market leader.
- HP consistently ranks number one in quality and overall customer support, and we have thousands of service providers and representatives. HP is a market leader in ensuring customer satisfaction before and after making a technology purchase. Through a variety of programs, HP helps customers choose the right technology, set up IT infrastructure, recycle products, upgrade equipment, and protect investments.
- HP supports thousands of business and government clients in more than 170 countries.
- HP has the most sustainable PC portfolio in the industry based on the most EPEAT<sup>®</sup> Gold and Silver registered products, energy efficiency, recycled materials usage, product longevity, design for end-of-life, and packaging.



- As the creator of the world's most secure PCs, HP takes security seriously. HP has engineered a robust suite of security tools that work synergistically to relentlessly protect your endpoint assets and your data, so customers can focus on daily work and strategic initiatives.
- HP has developed innovative, award-winning PC and technology solutions for over 82 years.
- HP continues to receive Product, Sustainability and Workplace awards even during a global pandemic, a few of the most recent ones – over the past 1 to 2 years – are listed below:

**Table 7. HP's Recent Product, Sustainability and Workplace Awards**

HP Award	Publication
America's Most Responsible Companies list	Newsweek Magazine
Best Workplaces for Innovators	Fast Company
Best Workplaces in Technology	Fortune Magazine
CDP Climate Change A List; Forest A List; Water Security; A List	CDP
The 100 Most Sustainable Companies List (Top 10 since 2017!)	Barron's
Most Innovative Companies	Boston Consulting Group
Ranked in the Top 3 among ICT Companies	Corporate Human Rights Benchmark
Management Top 250 – HP was in the Top 10 in 2020! – based on an assessment of customer satisfaction, employee engagement and development, innovation, social responsibility, and financial strength	Wall Street Journal and Drucker Institute
BLI Pacesetter Healthcare Award	Keypoint Intelligence
World's Best Employers List	Forbes Magazine
World's Most Sustainably Managed Companies List	The Wall Street Journal
iF Design Award 2020 – For 12 products (7 Commercial, 5 Consumer). The Commercial Products on this list are included below.	International Forum Design GmbH

**iF Design Award 2020<sup>13</sup> – The Commercial portion of the awards are listed below:**

**PC Innovations**

- [HP Elite Dragonfly](#) is artfully designed to be the world's lightest compact business convertible<sup>14</sup> at under one-kilogram<sup>15</sup>, precision crafted from CNC-machined Magnesium for durability in a commanding, iridescent Dragonfly Blue. It is also the world's first notebook made with ocean bound plastic material<sup>16</sup>.

<sup>13</sup> <https://ifworlddesignguide.com/profile/2068-hp-inc>

<sup>14</sup> Based on compact business convertibles with 8th Gen Intel® Core™ i U series processor, Windows Pro OS, vPro™ and a convertible non-detachable design under 59 cubic inches as of August 2019.

<sup>15</sup> Starting weight less than 1kg is only available in certain configurations.

<sup>16</sup> Based on HP's internal analysis as of August 2019. Notebook speaker enclosure component made with 5% ocean bound plastic as of August 2019.



- [HP Elite x2 G4](#) turns heads with style and versatility with its ultra-mobile design and authentic craftsmanship and is the world's first business detachable with a leather keyboard folio<sup>17</sup>.
- [HP Mini 24 Display](#) is designed to maximize desktop experiences allowing you to work naturally and freely with the world's most secure modular AiO<sup>18</sup> with a display that fully encloses, secures, and powers a 65W ultra small form factor PC.
- [HP S430c Curved Ultrawide Monitor](#) delivers a one-of-a-kind experience with its massive, seamless 43.4-inch diagonal curved display, equivalent of dual 24-inch diagonal displays.
- [HP Reverb VR Headset](#) is ultra-light (1.1 pounds) with redesigned optics to increase the visual "sweet spot" and integrated headphones with spatial audio and smart assistant compatible dual microphones for a greater immersive experience and collaboration in multi-user VR environments.

### **Print and Graphics Innovations**

- [HP DesignJet XL 3600 MFP](#) was designed to deliver immediate results through the fastest first page out in the market, while also reducing environmental impact and running costs – it is comprised of 25% recycled parts and consumes up to 10 times less energy than comparable LED printers.
- [HP OfficeJet Pro Printers](#) are a new family of inkjet printers that showcase the new and progressive design language for HP Print. The new design for the printers not only visually organizes and harmonizes the various functional elements of the printer through the "stacked geometry" design expression but also provides the smallest possible footprint for the technology inside.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

### **Response:**

#### **Litigation**

As a large corporation with operations around the world, HP participates in legal proceedings in the ordinary course of its business conducted by a wide variety of government authorities. As a public company subject to U.S. SEC and related reporting obligations, HP routinely discloses those dispute matters, which may be of a more material nature. HP's financial filings with the SEC can be accessed at the following website: <http://h30261.www3.hp.com/phoenix.zhtml?c=71087&p=irol-sec>, and the "Litigation and Contingencies" section of HP's Annual Reports will provide detailed information.

However, HP is not aware of any dispute or investigation that may have a material adverse effect on the HP's ability to provide the products and services requested.

#### **Bankruptcy**

HP has never been, and is not currently involved, in bankruptcy or insolvency proceedings related to HP Inc.

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<sup>17</sup> Based on HP's internal analysis of business detachable with the latest 8th Gen Intel® Core™ i U series processor, Windows Pro OS, vPro™ with optional integrated leather clad keyboard as of May 2019.

<sup>18</sup> Based on displays that can attach and enclose a separately-purchased Ultra-Small Form Factor PC as of May 2019. Most secure requires separately-purchased HP EliteDesk 800 G5 Desktop Mini with 7th Gen and higher Intel® Core® processors, Intel® integrated graphics, and Intel® WLAN, and is based on HP's unique and comprehensive security capabilities included at no additional cost, among vendors with >1M unit annual sale.





- K. Felony Conviction Notice: Indicate if the supplier
- a. is a publicly held corporation and this reporting requirement is not applicable;
  - b. is not owned or operated by anyone who has been convicted of a felony; or
  - c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

**Response:**

HP is a publicly held company, therefore this reporting requirement is not applicable.

- L. Describe any debarment or suspension actions taken against supplier

**Response:**

HP Inc. has not been debarred or suspended.

### 3.2 Distribution, Logistics

- A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

**Response:**

#### HP Products

HP-branded products provide quality and diversity across the portfolio of HP-branded products to assure enduring dependability, security, choice and investment protection for eligible members. The HP product portfolio includes industry-standard notebooks, tablets, desktops, workstations, All-in-Ones (AIO) and thin client computers, as well as peripherals such as displays, printers, Multi-function Devices (MFD), scanners and associated options and services.

**Figure 4. An overview of the HP Commercial PC Portfolio**





## HP Services

### Warranty – Break Fix – Non-Warranty

HP's warranty service covers all labor and materials needed to repair and/or replace any defective hardware. The service also includes:

- Hardware failure screening, diagnostics, and fault isolation
- Extensive coverage area
- Access to a network of qualified service providers
- Telephone technical support and 24x7 access to HP online technical support resources

### Standard Non-customized Training

Non-customized training is built collaboratively to align expectations, establish appropriate communication and set performance metrics to achieve lasting benefits. HP will continue to deliver access to Subject Matter Experts (SME) and Technical Consultants (TC) to make training successful. A host of tutorial and training videos is also available online.

### Installation/De-installation

This service includes collection of the units from the customer's premises, installation of the unit at the designated location and removal of the packaging material from the work area. HP will remove assets and move them to an on-premise customer-designated location.

### Support

HP Elite Support is a U.S.-based service that comes standard with every HP Elite system and provides an exclusive team of HP Elite-accredited specialists available 24x7x365. Elite devices receive priority repair status at any HP repair center.

### Migration

Deploy your new devices by allowing HP to migrate the data from your old PCs. HP can push out new applications and the initial software can be installed at an HP Factory. HP is able to assign Service Experts to work with you to determine your requirements and then build and test your applications prior to deployment.

### Asset Tagging

HP's factory helps ensure that labels (predefined or customer-supplied) are consistently printed and affixed according to customer and manufacturer requirements. Tagging helps tighten control over assets and reduce the risk of loss or theft. HP offers many labeling services, including recording asset information from the physical label in the device BIOS.

### Staging/Deployment

These services can be ordered in tandem with installation services, data migration, and PC deployment project management. You can deploy HP hardware on your terms. You pick the day, including non-standard working days for your delivery.

### Image Loading

Factory image and application services leverage HP capabilities to deliver imaged PCs based on customer-specific requirements. HP offers several options for flexibility:

- PC Image Load Service – Validate and install customer's provided PC software image
- PC Image Modification Service – Modify, validate and install customer's provided PC software image on HP products according to requirements



- PC Image Build and Load Service – Build, test and validate PC master software image based on customer’s requirements and install it on HP products at the factory
- Multi-Platform PC Image Service – Delivers a custom-built PC software image that is ready for multiple PC platforms. Providing a “one-fit-for-all” image to reduce complexity.
- PC Application Load Service – For ready-to-use PCs, HP installs the software applications on an HP standard image at the factory

### **Image Consulting**

HP Professional Services provides consulting with our Discovery, Design and Integration (DDI) workshops. These trusted advisors consult on ways to better utilize technologies and introduce new IT strategies to help you get the most from your IT investments.

### **Maintenance**

Customers can leverage MyHPSupport tool through a virtual platform at <http://myhpsupport.com/> and/or U.S.-based phone support available 24x7x365. Following initial diagnostics, an HP Support Case is created. Once troubleshooting is completed, required service parts are identified and shipped to the in-region holding location. Following arrival of the parts, the technician schedules a day/time to complete the repair, Monday-Friday 8 a.m. to 5 p.m. local time. Depot units are shipped to repair facility.

### **Custom Service Solutions**

HP’s most popular custom solution is Accidental Damage Protection (ADP). ADP avoids out-of-pocket repair or replacement costs caused by accidents such as drops, falls, liquid spills, electrical surges or other accidental PC damage. ADP custom service can be delivered in the same manner as standard service, but rather than purchase 1:1, customers can choose two (2) claims per device for the coverage term purchased or pool aggregate claims of 8% or 12% utilized annually.

### **Asset Management**

HP TechPulse provides hardware asset management and analytics for every stage of the device lifecycle. This multi-OS solution includes a cloud-based dashboard that helps track hardware and software inventory and monitors device health. It provides insights down to the component level, including CPU and memory utilization, thermal issues, remaining disk space, smart battery health and hard drive health. Device details such as OS version, manufacture date, location, BIOS and warranty status are also provided.

### **Recycling/Disposal**

Our Device Recovery System solutions securely retire and return end-of-use devices for repurposing. We certify data destruction and customers receive a Certificate of Data Sanitization, along with a sustainable benefit and audit financial reporting.

### **Training and Certification**

HP employees are specifically trained and certified annually to comply with U.S. public sector policies and practices. Our training helps HP establish and maintain a business environment consistent with U.S. laws and regulations, which enables HP to participate in government-funded opportunities and interface with government personnel appropriately.

### **Other services available as allowed in the RFP**

- HP Conferencing Implementation – Bring unified communications to meeting rooms
- Windows 10 Migration Service – Configure, deploy and optimize WIN10



- Integration Services – Third-party hardware, accessories and documents in one package
- HP Staff Augmentation – Dedicated IT experts to assist your team onsite or remotely
- HP Travel Services – Worry free wherever you go with telephone and onsite support
- HP Tech Café Market – An anytime, self-service vending and device staging solution
- HP Proactive Security – HP SureSense and SureClick technology
- Device Provisioning Service – IT strategy, using tools such as Autopilot, Azure AD and Intune

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

**Response:**

HP distributes our products and services throughout the U.S. 50 states and D.C. only, either directly through HP or through one of the HP-authorized subcontractors. Authorized subcontractors fulfill through the major distributors located in the U.S. HP deploys our PCs from manufacturing and customization facilities designed to focus on key issues such as quality assurance, ordering, setup and customization.

Workplace transformation begins with HP Deployment Services to enhance, improve and optimize the way your organization acquires, manages and uses technology today and in the future. We have found that logistics and custom services – including Discover and Design, User Configuration, Deployment, Managing Applications, Help Desk, Maintenance, Warranty and Recycling – are most important to state and local government and education customers.

Customization Deployment Services used by many Public Agencies include:

- Drop-in PC Packaging Service – adds custom documents (instructions) for activating devices; may be extended to other items such as cables and accessories that fit into the original device system packaging.
- Door/Dock Delivery Services or Inside Delivery – delivers devices to designated location to include unpacking at specific locations with waste removal services.
- Build and Test applications – deliver an image with various configurations prior to deployment, which allows HP Factory Services to pre-provision devices for better out-of-box experience for faster deployments.
- HP TechPulse – recommendations for right sizing the fleet and to oversee deployments such as Moves, Adds and Changing or Migrating to a new operating system.
- Device Recovery Service (DRS) – complete solution that includes sustainable and secure repurposing of end-of-use devices and provides any residual value back to you.

**Figure 5. Customer Experience**

Customer Experience



C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

**Response:**

HP offers Public Agencies the ability to purchase directly through HP via a Purchase Order or online shopping experience. Upon award, HP creates a master price file/catalog setup that includes the contract guaranteed discounts. HP's price file/catalog of products under the contract is tied systematically to the HP US Commercial List Price that automatically pre-calculate the price file/catalog in accordance with the guaranteed discount that is reflected and flows to the Master Agreement website, quoting and order management tools.

Under the HP Subcontractor Program, where partners are allowed to accept purchase orders, the partners are provided training, discounts and the not to exceed pricing to ensure that products are fulfilled at or below the not to exceed pricing. The HP team verifies reporting to ensure that orders are at or below the contract not to exceed pricing. Since this is a competitively-awarded contract the majority of invoiced sales are at volume pricing.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

**Response:**

HP, as the manufacturer, will be involved in processing, handling and shipping the products and performing services to the end user Public Agencies. Agencies have the option based on Region 4 ESC approval to use one of HP's fulfillment subcontractors to process orders for the major distributors to handle shipping the products. HP service providers for warranty break-fix or custom services would be local businesses. HP has a vast number of thousands of service providers for warranty break-fix U.S.-wide that can be found at <https://support.hp.com/us-en/service-center>.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

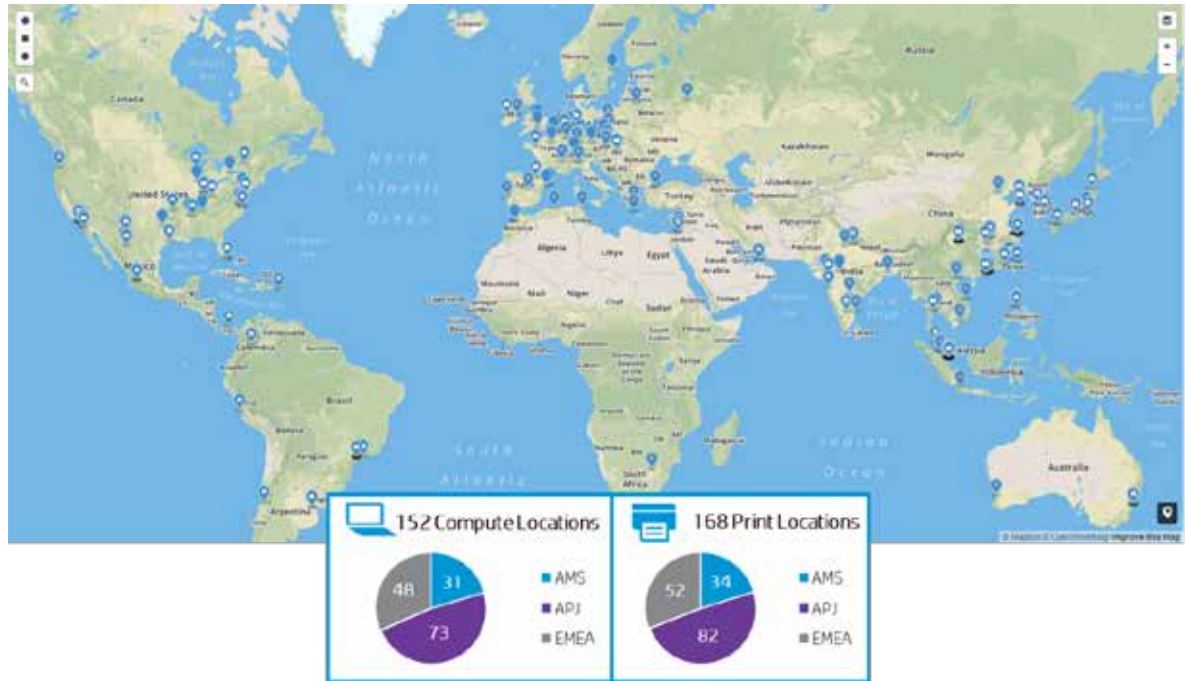
**Response:**

HP manufacturing facilities are strategically located around the globe. HP has 14 internal manufacturing sites, including two (2) dedicated to computers and 12 dedicated to print products. Our internal manufacturing facilities located in China, India, Israel, Malaysia, Puerto Rico, Singapore and the US, however, most of our facilities are subcontracted. Additionally, HP has numerous regional distribution centers that are designed to serve local demand as well as the diverse needs of multinational customers.

HP Inc. holds an ISO:9001 Quality Management System Certification and an ISO:14001 Global Certification for Manufacturing, which can be provided upon request.



**Figure 6. HP has 152 computing facilities and 168 printing facilities strategically located across the globe to minimize duties and transport times.**



*Note:* All products are not necessarily manufactured in all locations. Map locations are not drawn to scale and are only representative of HP manufacturing, distribution, and service sites. Contact the appropriate and responsible HP Product Manager for more specific information.

### 3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
  - ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

**Response:**

The following outlines the primary actions that will need to be accomplished to implement the awarded contract:

#### Contract Award Notification

- Archive fully-executed/signed agreement in accordance with HP internal contract compliance requirements
- Distribute fully executed contract within HP internal systems
  - Order Management
  - HP Websites/portals (hp.com, etc.)
  - Contract Administration



- Email contract announcement to HP State and Local Government and Education Sales teams with training deck. Announcement will include the contract summary brief including, without limitation, the contract number, scope, effective dates, products, services, and pricing.
- Update Sales contacts to reflect any changes that may have occurred since the submission of the RFP.

#### 14 Days

- Activate HP/OMNIA Partners website ([www.hp.com/buy/OMNIAPartners](http://www.hp.com/buy/OMNIAPartners))
- Update web content (contacts, links, etc.)
  - Sales contacts
  - Ordering Information
  - Key Links
  - Value add offerings/pricing

#### 30 Days

- Submit first monthly sales report to Region 4 ESC/OMNIA Partners

#### 30-90 Days

- Targeted communications to HP-authorized fulfillment subcontractors as approved by Region 4 ESC/OMNIA Partners
- Internal training for HP State and Local Government and Education sales for both Inside and Field Sales personnel (conference calls, in-person at Sales Center)

#### Training

- Email contract announcement to HP Public Sector Sales. Announcement will include the contract summary brief including, without limitation, the contract number, scope, effective dates, products, services, and pricing.
- Internal training for HP Public Sector Sales (conference calls, in-person at Sales Center) for both Inside and Field Sales personnel.
- Key contract information and links located on the HP-provided on-line catalog/ordering website with access directly or through the hp.com website for Public Sector customers (<http://www.hp.com>).
- During the contract term, any questions that arise concerning the contract can be directed to the HP Contract Sales Management Team resources dedicated to the administration of the contract. Below are the three (3) primary contacts for contract administration:

Debra Lee  
Director, Contract Sales Management  
[Debra.lee@hp.com](mailto:Debra.lee@hp.com)

Elizabeth Leach  
Contract Sales Manager  
[Elizabeth.leach@hp.com](mailto:Elizabeth.leach@hp.com)

Judith M. Alexander  
Senior Counsel  
[judith.alexander@hp.com](mailto:judith.alexander@hp.com)





- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
- i. Creation and distribution of a co-branded press release to trade publications
  - ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
  - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
  - iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
  - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
  - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
  - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
  - viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
    - OMNIA Partners standard logo;
    - Copy of original Request for Proposal;
    - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
    - Summary of Products and pricing;
    - Marketing Materials
    - Electronic link to OMNIA Partners' website including the online registration page;
    - A dedicated toll-free number and email address for OMNIA Partners

**Response:**

Upon contract award, HP will work with Region 4 ESC/OMNIA Partners on a marketing plan based on the virtual offerings to ensure successful implementation of this contract.

- HP will produce an announcement for LinkedIn and review with Region 4 ESC/OMNIA Partners within the first 30 days to announce the new contract.
- Develop a web banner
- Create a partner-facing marketing document that allows the partners to insert their contact information upon approval



- Create a Sales Representative email to allow sales representatives to communicate to respective customers
- Participate in various State and Agency tradeshow events

*Note:* HP cannot commit to direct mail or social media announcements, as we do not have dedicated Government and Education social channels. HP will work with Region 4 ESC/OMNIA Partners to develop a mutually acceptable communication plan based on the current virtual environment.

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

**Response:**

After award and Master Agreement activation, HP would simply redirect the previous contract site to the new contract site for six (6) months to a year to automatically transition customers to the new contract. Agencies that submit the old contract number on their Purchase Order, will be notified of the new contract number to support the contract transitions. HP's experience in contract transitions, is it's typically a smooth process.

HP does not position one contract over another, instead HP presents the contract vehicles available to the Public Agencies that select their contract preference.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

**Response:**

HP agrees to allow Region 4 ESC/OMNIA Partners to use its name and logo within website, marketing materials, and advertisement subject to the terms of this section 3.3.D. Any use of Region 4 ESC/OMNIA Partners name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

For the term of this Agreement only, Region 4 ESC/OMNIA Partners may display HP marks ("HP Marks") solely to accurately identify its participation in the Agreement and in connection with its performance under the Agreement provided that Region 4 ESC/OMNIA Partners agree to:

- (a) use HP Marks only in the form and manner approved by HP;
- (b) submit to HP for its prior written approval all marketing materials specific to this Agreement containing HP's Marks; and
- (c) include all proprietary notices that HP specifies be used with its Marks.

Any display of the HP Marks will inure solely to HP's intellectual property rights in the Marks. Region 4 ESC/OMNIA Partners agree to adhere to HP's logo or trademark guidelines ("Trademark Guidelines") for displaying the HP Marks, as may be amended from time to time. If reasonably requested by HP, Region 4 ESC/OMNIA Partners will expeditiously implement changes in the manner in which it uses the Marks to comply with the HP Trademark Guidelines. Region 4 ESC/OMNIA Partners agree not to display HP's Marks in a manner that is not accurate or in a manner that is likely to confuse or mislead as to the relationship between the parties. Region 4 ESC/OMNIA Partners may not use HP's Marks together with their own trademarks to create a composite mark. Region 4 ESC/



OMNIA Partners will not use HP's Marks in a manner that compromises or reflects unfavorably upon the goodwill, good name, reputation or image of HP, or which might jeopardize or limit HP's proprietary interest in its Marks. Failure to comply with the requirements of this section will be considered a material breach under this Agreement. Upon the termination or expiration of this Agreement, Region 4 ESC/OMNIA Partners will promptly cease all use of HP's Marks.

- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
  - ii. Best government pricing
  - iii. No cost to participate
  - iv. Non-exclusive

**Response:**

HP understands and agrees to proactively sell HP products and services, providing Public Agencies details on the Region 4 ESC/OMNIA Partners contract option. For contract quotes, HP will list the contract number. However, HP sales materials include the HP logo.

During the review with the customer, HP will confirm, as done today, that the contract was competitively bid and publicly awarded, and direct Public Agencies to the OMNIA Partners website for details. We will also confirm there is no cost to use the contract that is non-exclusive. As a competitively bid/awarded contract, HP will provide competitive pricing to Public Agencies requesting quotes under the contract.

As to subsection E.ii. (Best government pricing), while we understand Region 4 ESC/OMNIA Partner's interest in "matching lower pricing," we believe Region 4 ESC/OMNIA Partner's thorough and competitive bid process will provide the opportunity to secure the best prices or discounts currently available in the IT marketplace. Accordingly, we request the removal of this subsection E.ii.

- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
  - ii. Working knowledge of the solicitation process
  - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
  - iv. Knowledge of benefits of the use of cooperative contracts

**Response:**

HP understands, and after award, will train the sales teams to make them aware of the key details of this valuable contract for communication to the Public Agencies as outlined below:

- Email contract announcement to sales teams. The announcement will include a slide deck, the contract summary brief including, without limitation, the contract number, scope, effective dates, products, services, and pricing.



- Internal training for sales teams (conference calls, in-person at Sales Center) for both Inside and Outside Sales personnel.
- Key contract information and links located on the HP-provided online catalog/ordering contract website with access directly or through the hp.com website
- During the contract term, any questions that arise concerning the contract can be directed to the HP Contract Sales Management Team resources dedicated to the administration of the contract. Below are the three (3) primary contacts for contract administration:

Debra Lee  
Director, Contract Sales Management  
[Debra.lee@hp.com](mailto:Debra.lee@hp.com)

Elizabeth Leach  
Contract Sales Manager  
[Elizabeth.leach@hp.com](mailto:Elizabeth.leach@hp.com)

Judith M. Alexander  
Senior Counsel  
[judith.alexander@hp.com](mailto:judith.alexander@hp.com)

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

- i. Executive Support
- ii. Marketing
- iii. Sales
- iv. Sales Support
- v. Financial Reporting
- vi. Accounts Payable
- vii. Contracts

**Response:**

**Executive Support, Marketing, Accounts Payable, Sales Support and Contracts**

Debra Lee  
Director, Contract Sales Management  
[Debra.lee@hp.com](mailto:Debra.lee@hp.com)

Elizabeth Leach  
Contract Sales Manager  
[Elizabeth.leach@hp.com](mailto:Elizabeth.leach@hp.com)

**Financial Reporting**

Rick Mendoza  
Contract Sales Specialist  
[Rick.mendoza@hp.com](mailto:Rick.mendoza@hp.com)

**Sales**

HP has Inside Account Managers and Territory Account Managers across the U.S. to support the contract. Agencies can reach their assigned Inside Account Manager or Territory Account Manager by calling one of the toll free numbers below and following the prompts:

- 888-202-4682
- 800-888-3224
- 800-727-2472

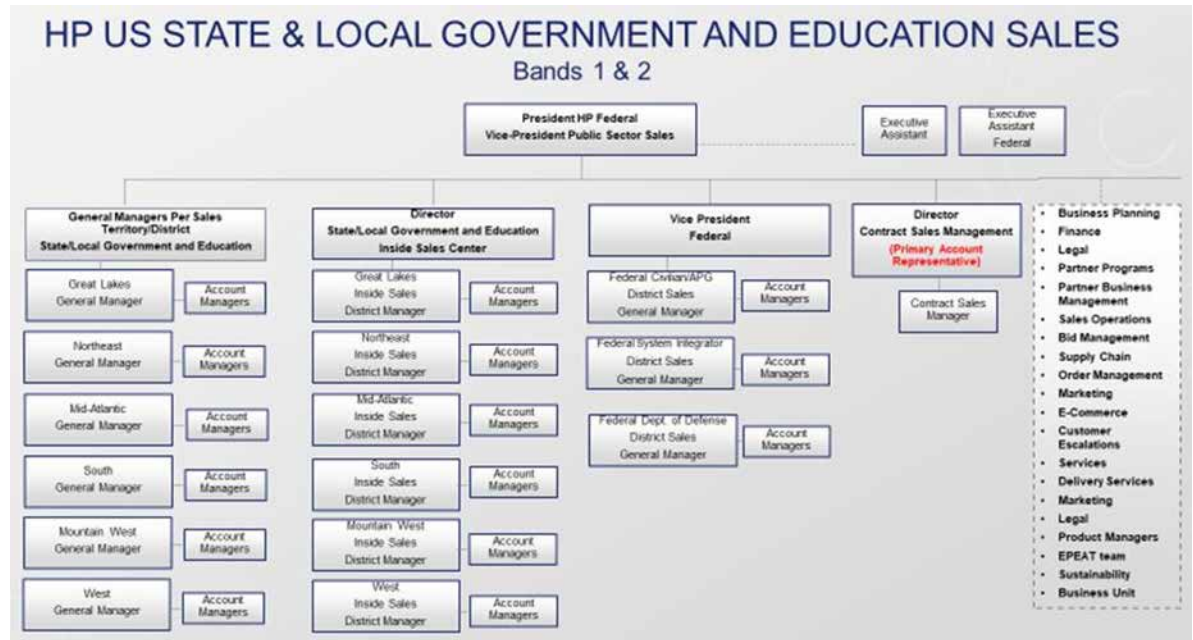


H. Describe in detail how Supplier’s national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

**Response:**

Debra Lee, the Director of Contract Sales Management in support of the contract, can be reached via email at [debra.lee@hp.com](mailto:debra.lee@hp.com) or 847-537-0344. As the contact for Region 4 ESC or OMNIA Partners, Debra can setup any necessary calls with the General Manager and Vice President of U.S. Public Sector Sales. The Director works closely with management in each state—including Vice Presidents, Directors, General Managers, Inside District Managers—on escalations and quality improvement processes to ensure customer satisfaction and contract compliance. HP also has additional resources to support an awarded contract. A view into the structure is outlined below:

**Figure 7. HP U.S. State and Local Government and Education Sales Team Structure**



I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

**Response:**

Upon contract award, HP plans to promote the contract through internal and external communications, as mutually agreed and approved by Region 4 ESC/OMNIA Partners. HP’s goal of marketing this contract is to communicate the value proposition and benefits of this new contract to Public Agencies. In order to ensure a coordinated and effective marketing execution, HP will have an assigned Contract Sales Manager, which is the same customer support model HP uses for its other cooperative contracts. Below is a brief overview of the different marketing items that HP intends to pursue and generate during the contract term, with Region 4 ESC/OMNIA Partners’ approval.

- Award notification via LinkedIn
- Advertising as mutually agreed via the website or virtual conferences:
- Meetings with entities to introduce and promote the contract at Trade Shows/Conferences



- I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

**Response:**

The following outlines the initial setup for the overall contract management and marketing details as outlined earlier in this response. HP prides itself in timely contract administration to meet any timelines as mutually agreed by the parties.

**Contract Award Notification**

- Archive fully-executed/signed agreement in accordance with HP internal contract compliance requirements
- Distribute fully executed contract within HP internal systems
  - Order Management
  - HP Websites/portals (hp.com, etc.)
  - Contract Administration
- Email contract announcement to HP State and Local Government and Education Sales teams with training deck. Announcement will include the contract summary brief including, without limitation, the contract number, scope, effective dates, products, services, and pricing.
- Update Sales contacts to reflect any changes that may have occurred since the submission of the RFP.

**14 Days**

- Activate HP/OMNIA Partners website ([www.hp.com/buy/OMNIAPartners](http://www.hp.com/buy/OMNIAPartners))
- Update web content (contacts, links, etc.)
  - Sales contacts
  - Ordering Information
  - Key Links
  - Value add offerings/pricing

**30 Days**

- Submit first monthly sales report to Region 4 ESC/OMNIA Partners

**30-90 Days**

- Targeted communications to HP-authorized fulfillment subcontractors as approved by Region 4 ESC/OMNIA Partners.
- Internal training for HP State and Local Government and Education sales for both Inside and Field Sales personnel (conference calls, in-person at Sales Center.)

**Training**

- Email contract announcement to HP Public Sector Sales. Announcement will include the contract summary brief including, without limitation, the contract number, scope, effective dates, products, services, and pricing.
- Internal training for HP Public Sector Sales (conference calls, in-person at Sales Center) for both Inside and Field Sales personnel.





- Key contract information and links located on the HP-provided on-line catalog/ordering website with access directly or through the hp.com website for Public Sector customers (<http://www.hp.com>).

HP award and marketing will begin with training the sales teams to make them aware of the key details of this valuable contract for communication to the Public Agencies as outlined below:

- Email contract announcement to sales teams. The announcement will include a slide deck, the contract summary brief including, without limitation, the contract number, scope, effective dates, products, services, and pricing.
- Internal training for sales teams (conference calls, in-person at Sales Center) for both Inside and Outside Sales personnel.
- Key contract information and links located on the HP-provided online catalog/ordering contract website with access directly or through the hp.com website

J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

**Response:**

As required by the SEC for publicly traded companies, for fiscal year 2019, HP Inc. (NYSE:HPQ) reported total annual revenue of \$58.76 billion (U.S. dollars). Though HP does not report Public Sector revenue separately, we reported \$20.6 million (U.S. dollars) for U.S. sales. Additional HP financial information can be found at: <https://investor.hp.com/home/default.aspx>

HP generated \$4,694,467.04 from July 1, 2019 through June 30, 2020. The following are the top 10 Agencies purchasing under the contract during this term:

1. Watchtower Bible and Tract Society, NY
2. Charter Oak Unified School District, CA
3. Oregon State University, OR
4. Hueneme Elementary School District, CA
5. University of Washington, WA
6. East Allen County Schools, IN
7. Sandoval County, NM
8. Washington County, OR
9. City of Clearwater, FL
10. Idaho Falls School District #91, ID

In accordance with Region 4 ESC/OMNIA Partners' Q&A response to Question 21, the request for "key contact information" is no longer required.

K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

**Response:**

HP has the Order Status and Reporting Tool designed to provide customers with timely and accurate order status, shipping and reporting information for their Direct orders. With a few simple steps, Region 4 ESC/OMNIA Partners can easily view information on all of their HP Direct orders, based upon the information contained in HP's order management systems. Orders are displayed from the time of validation to 13 months after final delivery, and the quality of the information is comparable to that available by contacting HP's



Customer Service Representatives. The tool offers multiple searching, reporting and status notification options. Key features of the tool include:

- Personalized event notification sends automated, proactive emails to inform users when changes occur to an order which conveniently keeps authorized users informed of changes based upon specific criteria they establish.
- Shipment tracking with links to carrier websites and proof of delivery.
- 24x7 Powerful search options whether orders were placed online, via fax or via email.
- Predefined and custom reporting options generate reports using standard or customized templates which can be published in a variety of formats including Excel, CSV, tab delimited, and DHTML.

Please see **HP Attachment 7 – HP Order Status and Reporting Tool** for further information.

L. **This section intentionally omitted**

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M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.



Detail Supplier's strategies under these options when responding to a solicitation.

**Response:**

HP understands that some Public Agencies throughout the U.S. may issue a competitive solicitation instead of purchasing under the Master Agreement without a formal solicitation, and may still consider one of the awarded Vendors existing contracts. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Should this occur, HP will usually inquire during the question and answer period if the terms of the Master Agreement can be used to provide contracting options.

As a normal course of business, HP competitive pricing under the Master Agreement will either meet the not-to-exceed pricing or be lower.

Contract sales reported to OMNIA Partners is based on the contract number listed on the purchase order. Orders placed electronically through the HP-OMNIA Partners contract website will auto-populate with the OMNIA Partners contract number. Once the order ships and is invoiced, the sale would be reported to OMNIA Partners on the next monthly report.



**EXHIBIT F**  
**FEDERAL FUNDS CERTIFICATIONS**

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**FEDERAL CERTIFICATIONS**  
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

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**TO WHOM IT MAY CONCERN:**

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

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**DEFINITIONS**

**Contract** means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

**Contractor** means an entity that receives a contract as defined in Contract.

**Cooperative agreement** means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
  - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
  - (2) An agreement that provides only:
    - (i) Direct United States Government cash assistance to an individual;
    - (ii) A subsidy;
    - (iii) A loan;
    - (iv) A loan guarantee; or
    - (v) Insurance.

**Federal awarding agency** means the Federal agency that provides a Federal award directly to a non-Federal entity

**Federal award** has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

**Non-Federal entity** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

**Nonprofit organization** means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

**Obligations** means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

**Pass-through entity** means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

**Recipient** means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

**Simplified acquisition threshold** means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

**Subaward** means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

**Subrecipient** means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

**Termination** means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

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#### APPENDIX II TO 2 CFR PART 200

**(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES CB Initials of Authorized Representative of offeror

**(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES CB Initials of Authorized Representative of offeror

**(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**



Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES CB Initials of Authorized Representative of offeror

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES CB Initials of Authorized Representative of offeror

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES CB Initials of Authorized Representative of offeror

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES CB Initials of Authorized Representative of offeror

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)



Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES CB Initials of Authorized Representative of offeror

**(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.**

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES CB Initials of Authorized Representative of offeror

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES CB Initials of Authorized Representative of offeror

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#### RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES CB Initials of Authorized Representative of offeror

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#### CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

---

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES CB Initials of Authorized Representative of offeror

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**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES CB Initials of Authorized Representative of offeror

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**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

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Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES CB Initials of Authorized Representative of offeror

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**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

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Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES CB Initials of Authorized Representative of offeror

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**Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

Offeror's Name: HP Inc.

Address, City, State, and Zip Code: 1501 Page Mill Road, Palo Alto, CA 94304-1100

Phone Number: 281-927-8426 Fax Number: 281-274-9242

Printed Name and Title of Authorized Representative: Catherine Bingham, Contract Administrator

Email Address: catherine.bingham@hp.com

Signature of Authorized Representative: Catherine Bingham Date: 1-4-2021

## **FEMA SPECIAL CONDITIONS**

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

### **Conflicts of Interest**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

### **Contractor Integrity**

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

### **Public Policy**

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

### **Affirmative Steps**

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and



5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

### **Prevailing Wage Requirements**

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

### **Federal Requirements**

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

### **2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses**

#### **1. Termination for Convenience:**

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

#### **2. Equal Employment Opportunity:**

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. "During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the

contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

#### 4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.



- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act."** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as**

FEMA awards under these programs do not meet the definition of "funding agreement."

- b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

- c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
  7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.
    - a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:
      - “Clean Air Act
        - (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
        - (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
        - (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
      - Federal Water Pollution Control Act
        - (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
        - (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
        - (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”
8. Debarment and Suspension.
  - a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
  - b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).

- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
  - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
  - (2) The contract requires the approval of FEMA, regardless of amount.
  - (3) The contract is for federally required audit services.
  - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the



period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ 1; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report

Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, HP Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

*Catherine Bingham*

Signature of Contractor's Authorized Official

*Catherine Bingham, Contract Administrator*  
Name and Title of Contractor's Authorized Official

1-4-2021

Date"

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the



contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

#### 11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

#### 12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

**Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.**

Offeror's Name: HP Inc.

Address, City, State, and Zip Code: 1501 Page Mill Road, Palo Alto, CA 94304-1100

Phone Number: 281-927-8426 Fax Number: 281-274-9242

Printed Name and Title of Authorized Representative: Catherine Bingham, Contract Administrator

Email Address: catherine.bingham@hp.com

Signature of Authorized Representative: *Catherine Bingham* Date: 1-4-2021

## Exhibit G – New Jersey Business Compliance

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1 Statement of Ownership Disclosure

DOC #2 Non-Collusion Affidavit

DOC #3 Affirmative Action Affidavit

DOC #4 Political Contribution Disclosure Form

DOC #5 Stockholder Disclosure Certification

DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran

DOC #7 New Jersey Business Registration Certificate

DOC #8 EEOAA Evidence

DOC #9 McBride-Principles

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

**Due to COVID-19, documents requiring a notary seal may be obtained later upon request**

***Response:***

HP's signed Appendix D, Exhibit G - New Jersey Business Compliance forms are on the subsequent pages.



**EXHIBIT G**  
**NEW JERSEY BUSINESS COMPLIANCE**

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DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
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DOC #5	Stockholder Disclosure Certification
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- Bid and Performance Security, as required by the applicable municipal or state statutes.

**Due to COVID-19, documents requiring a notary seal may be obtained later upon request**



**STATEMENT OF OWNERSHIP DISCLOSURE**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

**Name of Organization:** HP Inc.

**Organization Address:** 1501 Page Mill Road, Palo Alto, CA 94304

**Part I Check the box that represents the type of business organization:**

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)       Limited Liability Company (LLC)
- Partnership       Limited Partnership       Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

**Part II**

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Dodge & Cox	555 California Street, 40th Floor, San Francisco CA



**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

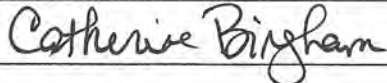
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
<a href="https://www.sec.gov/Archives/edgar/data/47217/000119312520029556/d881006dsc13ga.htm">https://www.sec.gov/Archives/edgar/data/47217/000119312520029556/d881006dsc13ga.htm</a>	PAGE 3 of 5

**Please list** the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
Dodge & Cox	555 California Street, 40th Floor, San Francisco CA

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Catherine Bingham	Title:	Contract Administrator
Signature:		Date:	1-4-2021

DOC #2

**NON-COLLUSION AFFIDAVIT**

<b>STANDARD BID DOCUMENT REFERENCE</b>	
	<b>Reference: VII-H</b>
<b>Name of Form:</b>	<b>NON-COLLUSION AFFIDAVIT</b>
<b>Statutory Reference:</b>	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
<b>Instructions Reference:</b>	Statutory and Other Requirements VII-H
<b>Description:</b>	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.



DOC #3

**AFFIRMATIVE ACTION AFFIDAVIT  
(P.L. 1975, C.127)**

**Company Name:** HP Inc.

**Street:** 1501 Page Mill Road

**City, State, Zip Code:** Palo Alto, CA 94304

**Proposal Certification:**

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report X

OR

3. A complete Affirmative Action Employee Information Report (AA302) X

**Public Work – Over \$50,000 Total Project Cost:**

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the N/A

B. Approved Federal or New Jersey Plan – certificate enclosed N/A

*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

1-4-2021

Date

Catherine Bingham  
Authorized Signature and Title  
Contract Administrator

P.L. 1995, c. 127 (N.J.A.C. 17:27)  
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE  
CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Signature of Procurement Agent





## State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
CONTRACT COMPLIANCE & AUDIT UNIT  
EEO MONITORING PROGRAM  
33 WEST STATE STREET  
P. O. BOX 206  
TRENTON, NEW JERSEY 08625-0206

PHILIP D. MURPHY  
*Governor*

ELIZABETH MAHER MUOIO  
*State Treasurer*

SHEILA Y. OLIVER  
*Lt. Governor*

MAURICE A. GRIFFIN  
*Acting Director*

### ISSUANCE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Enclosed is your Certificate of Employee information Report (hereinafter referred to as the "Certificate" and issued based on the Employee Information Report (AA-302) form completed by a representative of your company or firm. Immediately upon receipt, this certificate should be forwarded to the person in your company or firm responsible for ensuring equal employment opportunity and/or overseeing the company or firm's contracts with public agencies. Typically, this person may be your company or firm's Human Resources Manager, Equal Employment Opportunity Officer or Contract Administrator. If you do not know to whom the certificate should be forward, kindly forward it to the head of your company or firm. Copies of the certificate should also be distributed to all facilities of your company or firm who engage in bidding on public contracts in New Jersey and who use the same federal identification number and company name. The certificate should be retained in your records until the date it expires. This is very important since a request for a duplicate/replacement certificate will result in a \$75.00 fee.

On future successful bids on public contracts, your company or firm must present a photocopy of the certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and services or professional services contract. Failure to present the certificate within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, the Division will forward a renewal notification. Upon the Division's receipt of a properly completed renewal application and \$150.00 application fee, it will issue a renewal certificate. In addition, representatives from the Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment opportunity compliance of your company or firm. Moreover, the Division may provide your company or firm with technical assistance, as required. Please be sure to notify the Division immediately if your company's federal identification number, name or address changes.

If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

Rev. 4/18



# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

## RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JUL-2018** to **15-JUL-2021**



HEWLETT PACKARD COMPANY  
1501 PAGE MILL ROAD  
PALO ALTO CA 94304 1112

A handwritten signature in cursive script, reading "Elizabeth M. Muoio".

ELIZABETH MAHER MUOIO  
State Treasurer



**Division of Purchase & Property  
Contract Compliance Audit Unit  
EEO Monitoring Program**

**EMPLOYEE INFORMATION REPORT**

**IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa302ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf)**

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY 94-1081436	2. TYPE OF BUSINESS <input checked="" type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 11,893
4. COMPANY NAME HP Inc.		
5. STREET 1501 Page Mill Rd	CITY Palo Alto	COUNTY Santa Clara
	STATE CA	ZIP CODE 94304
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) NA		CITY NA
	STATE NA	ZIP CODE NA
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input checked="" type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ 0		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT 112		
10. PUBLIC AGENCY AWARDED CONTRACT Region 4 Education Service Center (ESC) 7145 West Tidwell Road		
	CITY Houston	COUNTY Harris
	STATE TX	ZIP CODE 77902
<b>Official Use Only</b>	DATE RECEIVED	ASSIGNED CERTIFICATION NUMBER

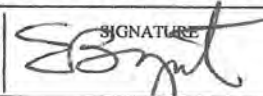
**SECTION B - EMPLOYMENT DATA**

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols.2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE*****					***** FEMALE*****				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers	12	10	2	2	0	0	0	8	1	0	0	0	1
Professionals	19	13	6	1	2	0	5	5	0	0	0	0	6
Technicians	30	29	1	7	8	0	2	12	0	1	0	0	0
Sales Workers	51	42	9	1	1	0	0	40	0	0	0	0	9
Office & Clerical	0	0	0	0	0	0	0	0	0	0	0	0	0
Craftworkers (Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives (Semi-skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers (Unskilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>TOTAL</b>	<b>112</b>	<b>94</b>	<b>18</b>	<b>11</b>	<b>11</b>	<b>0</b>	<b>7</b>	<b>65</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>16</b>
Total employment From previous Report (if any)	0	0	0	0	0	0	0	0	0	0	0	0	0
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												
	0	0	0	0	0	0	0	0	0	0	0	0	0

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input checked="" type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: 8/1/2020   To: 11/1/2020		

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type) Eulanda Bryant	SIGNATURE 	TITLE HR Compliance Program M	DATE MO   DAY   YEAR 12   17   2020
17. ADDRESS NO. & STREET 10300 Energy Dr.	CITY Spring	COUNTY Harris	STATE TX
	ZIP CODE 77389	PHONE (AREA CODE, NO., EXTENSION) 281 - 927 - 7910	

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
  - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used “as-is”, subject to edits as described herein.
  - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at [http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.



## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

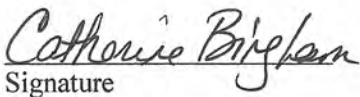
Required Pursuant to N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

**Part I – Vendor Information**

Vendor Name:	HP Inc.		
Address:	1501 Page Mill Road		
City:	Palo Alto	State: CA	Zip: 94304

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

 Signature	Catherine Bingham Printed Name	Contract Administrator Title
--	-----------------------------------	---------------------------------

**Part II – Contribution Disclosure**

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
None			\$

Check here if the information is continued on subsequent page(s)

DOC #4, continued

**List of Agencies with Elected Officials Required for Political Contribution Disclosure**  
**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD  
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A  
COUNTY-BASED, CUSTOMIZABLE FORM.**



### STOCKHOLDER DISCLOSURE CERTIFICATION

**Name of Business:**

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

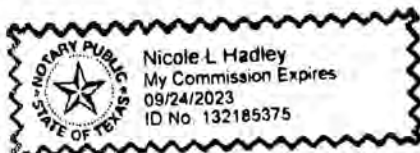
- Partnership       Corporation       Sole Proprietorship
- Limited Partnership       Limited Liability Corporation       Limited Liability Partnership
- Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

Name: <b>Dodge &amp; Cox</b>	Name:
Home Address: 555 California Street, 40th Floor, San Francisco, CA 94104	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this <u>4</u> day of <u>January</u> <u>2021</u> (Notary Public) <u>Nicole L. Hadley</u> My Commission expires: <u>9/24/2023</u>	<u>Catherine Bingham</u> (Affiant) <u>Catherine Bingham, contract Administrator</u> (Print name & title of affiant) (Corporate Seal)
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DOC #6

**Certification of Non-Involvement in Prohibited Activities in Iran**

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

[http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure\\_investmentact.pdf](http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf).

Offerors should submit the above form completed with their proposal.

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: Solicitation Number 21-04 Bidder/Offeror: HP Inc.

**PART 1: CERTIFICATION**  
**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**  
**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

**PLEASE CHECK THE APPROPRIATE BOX:**

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.**

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____ _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Catherine Bingham

Signature: *Catherine Bingham*

Title: Contract Administrator

Date: 1-4-2021

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE**  
**(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>





## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** HP INC.  
**Trade Name:**  
**Address:** 1501 PAGE MILL ROAD  
PALO ALTO, CA 94304-1112  
**Certificate Number:** 0095799  
**Effective Date:** September 07, 2000  
**Date of Issuance:** December 09, 2020

**For Office Use Only:**  
**20201209090305274**



DOC #8

**EEOAA EVIDENCE**

Equal Employment Opportunity/Affirmative Action  
Goods, Professional Services & General Service Projects

**EEO/AA Evidence**

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

**One** of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/pa.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf) for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Catherine Bingham Title: Contract Administrator

Signature: *Catherine Bingham* Date: 1-4-2021



## State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
CONTRACT COMPLIANCE & AUDIT UNIT  
EEO MONITORING PROGRAM  
33 WEST STATE STREET  
P. O. BOX 206  
TRENTON, NEW JERSEY 08625-0206

PHILIP D. MURPHY  
*Governor*

SHEILA Y. OLIVER  
*Lt. Governor*

ELIZABETH MAHER MUOIO  
*State Treasurer*

MAURICE A. GRIFFIN  
*Acting Director*

### ISSUANCE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Enclosed is your Certificate of Employee information Report (hereinafter referred to as the "Certificate" and issued based on the Employee Information Report (AA-302) form completed by a representative of your company or firm. Immediately upon receipt, this certificate should be forwarded to the person in your company or firm responsible for ensuring equal employment opportunity and/or overseeing the company or firm's contracts with public agencies. Typically, this person may be your company or firm's Human Resources Manager, Equal Employment Opportunity Officer or Contract Administrator. If you do not know to whom the certificate should be forward, kindly forward it to the head of your company or firm. Copies of the certificate should also be distributed to all facilities of your company or firm who engage in bidding on public contracts in New Jersey and who use the same federal identification number and company name. The certificate should be retained in your records until the date it expires. This is very important since a request for a duplicate/replacement certificate will result in a \$75.00 fee.

On future successful bids on public contracts, your company or firm must present a photocopy of the certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and services or professional services contract. Failure to present the certificate within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, the Division will forward a renewal notification. Upon the Division's receipt of a properly completed renewal application and \$150.00 application fee, it will issue a renewal certificate. In addition, representatives from the Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment opportunity compliance of your company or firm. Moreover, the Division may provide your company or firm with technical assistance, as required. Please be sure to notify the Division immediately if your company's federal identification number, name or address changes.

If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

Rev. 4/18



# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

## RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JUL-2018** to **15-JUL-2021**



HEWLETT PACKARD COMPANY  
1501 PAGE MILL ROAD  
PALO ALTO CA 94304 1112



A handwritten signature in cursive script, reading "Elizabeth M. Muoio".

ELIZABETH MAHER MUOIO  
State Treasurer



DOC #9

**MCBRIDE-PRINCIPLES**



**STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY**

**33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230**

**MACBRIDE PRINCIPALS FORM**

**BID SOLICITATION #:** Solicitation Number 21-04      **VENDOR/BIDDER:** HP Inc.

**VENDOR'S/BIDDER'S REQUIREMENT  
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS  
AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

**CHECK THE APPROPRIATE BOX**

The Vendor/Bidder has no business operations in Northern Ireland; or

**OR**

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Catherine Bingham  
Signature

1-4-2021  
Date

Catherine Bingham, Contract Administrator  
Print Name and Title

## Exhibit H – Advertising Compliance Requirement

***Response:***

HP has read and acknowledged.





## EXHIBIT H ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at [http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml) and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

**CITIES, TOWNS, VILLAGES AND BOROUGHES INCLUDING BUT NOT LIMITED TO:**

BAKER CITY GOLF COURSE, OR  
 CITY OF ADAIR VILLAGE, OR  
 CITY OF ASHLAND, OR  
 CITY OF AUMSVILLE, OR  
 CITY OF AURORA, OR  
 CITY OF BAKER, OR  
 CITY OF BATON ROUGE, LA  
 CITY OF BEAVERTON, OR  
 CITY OF BEND, OR  
 CITY OF BOARDMAN, OR  
 CITY OF BONANAZA, OR  
 CITY OF BOSSIER CITY, LA  
 CITY OF BROOKINGS, OR  
 CITY OF BURNS, OR  
 CITY OF CANBY, OR  
 CITY OF CANYONVILLE, OR  
 CITY OF CLATSKANIE, OR  
 CITY OF COBURG, OR  
 CITY OF CONDON, OR  
 CITY OF COQUILLE, OR  
 CITY OF CORVALLI, OR  
 CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR  
 CITY OF COTTAGE GROVE, OR  
 CITY OF DONALD, OR  
 CITY OF EUGENE, OR  
 CITY OF FOREST GROVE, OR  
 CITY OF GOLD HILL, OR  
 CITY OF GRANTS PASS, OR  
 CITY OF GRESHAM, OR  
 CITY OF HILLSBORO, OR  
 CITY OF INDEPENDENCE, OR  
 CITY AND COUNTY OF HONOLULU, HI  
 CITY OF KENNER, LA

CITY OF LA GRANDE, OR  
 CITY OF LAFAYETTE, LA  
 CITY OF LAKE CHARLES, OR  
 CITY OF LEBANON, OR  
 CITY OF MCMINNVILLE, OR  
 CITY OF MEDFORD, OR  
 CITY OF METAIRIE, LA  
 CITY OF MILL CITY, OR  
 CITY OF MILWAUKIE, OR  
 CITY OF MONROE, LA  
 CITY OF MOSIER, OR  
 CITY OF NEW ORLEANS, LA  
 CITY OF NORTH PLAINS, OR  
 CITY OF OREGON CITY, OR  
 CITY OF PILOT ROCK, OR  
 CITY OF PORTLAND, OR  
 CITY OF POWERS, OR  
 CITY OF PRINEVILLE, OR  
 CITY OF REDMOND, OR  
 CITY OF REEDSPORT, OR  
 CITY OF RIDDLE, OR  
 CITY OF ROGUE RIVER, OR  
 CITY OF ROSEBURG, OR  
 CITY OF SALEM, OR  
 CITY OF SANDY, OR  
 CITY OF SCAPPOOSE, OR  
 CITY OF SHADY COVE, OR  
 CITY OF SHERWOOD, OR  
 CITY OF SHREVEPORT, LA  
 CITY OF SILVERTON, OR  
 CITY OF SPRINGFIELD, OR  
 CITY OF ST. HELENS, OR  
 CITY OF ST. PAUL, OR  
 CITY OF SULPHUR, LA  
 CITY OF TIGARD, OR  
 CITY OF TROUTDALE, OR

CITY OF TUALATIN, OR  
CITY OF WALKER, LA  
CITY OF WARRENTON, OR  
CITY OF WEST LINN, OR  
CITY OF WILSONVILLE, OR  
CITY OF WINSTON, OR  
CITY OF WOODBURN, OR  
LEAGUE OF OREGON CITES  
THE CITY OF HAPPY VALLEY OREGON  
ALPINE, UT  
ALTA, UT  
ALTAMONT, UT  
ALTON, UT  
AMALGA, UT  
AMERICAN FORK CITY, UT  
ANNABELLA, UT  
ANTIMONY, UT  
APPLE VALLEY, UT  
AURORA, UT  
BALLARD, UT  
BEAR RIVER CITY, UT  
BEAVER, UT  
BICKNELL, UT  
BIG WATER, UT  
BLANDING, UT  
BLUFFDALE, UT  
BOULDER, UT  
CITY OF BOUNTIFUL, UT  
BRIAN HEAD, UT  
BRIGHAM CITY CORPORATION, UT  
BRYCE CANYON CITY, UT  
CANNONVILLE, UT  
CASTLE DALE, UT  
CASTLE VALLEY, UT  
CITY OF CEDAR CITY, UT  
CEDAR FORT, UT  
CITY OF CEDAR HILLS, UT  
CENTERFIELD, UT  
CENTERVILLE CITY CORPORATION, UT  
CENTRAL VALLEY, UT  
CHARLESTON, UT  
CIRCLEVILLE, UT  
CLARKSTON, UT  
CLAWSON, UT  
CLEARFIELD, UT  
CLEVELAND, UT  
CLINTON CITY CORPORATION, UT  
COALVILLE, UT  
CORINNE, UT  
CORNISH, UT  
COTTONWOOD HEIGHTS, UT  
DANIEL, UT  
DELTA, UT  
DEWEYVILLE, UT  
DRAPER CITY, UT  
DUCHESNE, UT  
EAGLE MOUNTAIN, UT  
EAST CARBON, UT  
ELK RIDGE, UT  
ELMO, UT  
ELSINORE, UT  
ELWOOD, UT  
EMERY, UT  
ENOCH, UT  
ENTERPRISE, UT  
EPHRAIM, UT  
ESCALANTE, UT

EUREKA, UT  
FAIRFIELD, UT  
FAIRVIEW, UT  
FARMINGTON, UT  
FARR WEST, UT  
FAYETTE, UT  
FERRON, UT  
FIELDING, UT  
FILLMORE, UT  
FOUNTAIN GREEN, UT  
FRANCIS, UT  
FRUIT HEIGHTS, UT  
GARDEN CITY, UT  
GARLAND, UT  
GENOLA, UT  
GLENDALE, UT  
GLENWOOD, UT  
GOSHEN, UT  
GRANTSVILLE, UT  
GREEN RIVER, UT  
GUNNISON, UT  
HANKSVILLE, UT  
HARRISVILLE, UT  
HATCH, UT  
HEBER CITY CORPORATION, UT  
HELPER, UT  
HENEFER, UT  
HENRIEVILLE, UT  
HERRIMAN, UT  
HIDEOUT, UT  
HIGHLAND, UT  
HILDALE, UT  
HINCKLEY, UT  
HOLDEN, UT  
HOLLADAY, UT  
HONEYVILLE, UT  
HOOPER, UT  
HOWELL, UT  
HUNTINGTON, UT  
HUNTSVILLE, UT  
CITY OF HURRICANE, UT  
HYDE PARK, UT  
HYRUM, UT  
INDEPENDENCE, UT  
IVINS, UT  
JOSEPH, UT  
JUNCTION, UT  
KAMAS, UT  
KANAB, UT  
KANARRAVILLE, UT  
KANOSH, UT  
KAYSVILLE, UT  
KINGSTON, UT  
KOOSHAREM, UT  
LAKETOWN, UT  
LA VERKIN, UT  
LAYTON, UT  
LEAMINGTON, UT  
LEEDS, UT  
LEHI CITY CORPORATION, UT  
LEVAN, UT  
LEWISTON, UT  
LINDON, UT  
LOA, UT  
LOGAN CITY, UT  
LYMAN, UT  
LYNN DYLL, UT

MANILA, UT  
MANTI, UT  
MANTUA, UT  
MAPLETON, UT  
MARRIOTT-SLATERVILLE, UT  
MARYSVALE, UT  
MAYFIELD, UT  
MEADOW, UT  
MENDON, UT  
MIDVALE CITY INC., UT  
MIDWAY, UT  
MILFORD, UT  
MILLVILLE, UT  
MINERSVILLE, UT  
MOAB, UT  
MONA, UT  
MONROE, UT  
CITY OF MONTICELLO, UT  
MORGAN, UT  
MORONI, UT  
MOUNT PLEASANT, UT  
MURRAY CITY CORPORATION, UT  
MYTON, UT  
NAPLES, UT  
NEPHI, UT  
NEW HARMONY, UT  
NEWTON, UT  
NIBLEY, UT  
NORTH LOGAN, UT  
NORTH OGDEN, UT  
NORTH SALT LAKE CITY, UT  
OAK CITY, UT  
OAKLEY, UT  
OGDEN CITY CORPORATION, UT  
OPHIR, UT  
ORANGEVILLE, UT  
ORDERVILLE, UT  
OREM, UT  
PANGUITCH, UT  
PARADISE, UT  
PARAGONAH, UT  
PARK CITY, UT  
PAROWAN, UT  
PAYSON, UT  
PERRY, UT  
PLAIN CITY, UT  
PLEASANT GROVE CITY, UT  
PLEASANT VIEW, UT  
PLYMOUTH, UT  
PORTAGE, UT  
PRICE, UT  
PROVIDENCE, UT  
PROVO, UT  
RANDOLPH, UT  
REDMOND, UT  
RICHFIELD, UT  
RICHMOND, UT  
RIVERDALE, UT  
RIVER HEIGHTS, UT  
RIVERTON CITY, UT  
ROCKVILLE, UT  
ROCKY RIDGE, UT  
ROOSEVELT CITY CORPORATION, UT  
ROY, UT  
RUSH VALLEY, UT  
CITY OF ST. GEORGE, UT  
SALEM, UT

SALINA, UT  
SALT LAKE CITY CORPORATION, UT  
SANDY, UT  
SANTA CLARA, UT  
SANTAQUIN, UT  
SARATOGA SPRINGS, UT  
SCIPIO, UT  
SCOFIELD, UT  
SIGURD, UT  
SMITHFIELD, UT  
SNOWVILLE, UT  
CITY OF SOUTH JORDAN, UT  
SOUTH OGDEN, UT  
CITY OF SOUTH SALT LAKE, UT  
SOUTH WEBER, UT  
SPANISH FORK, UT  
SPRING CITY, UT  
SPRINGDALE, UT  
SPRINGVILLE, UT  
STERLING, UT  
STOCKTON, UT  
SUNNYSIDE, UT  
SUNSET CITY CORP, UT  
SYRACUSE, UT  
TABIONA, UT  
CITY OF TAYLORSVILLE, UT  
TOOELE CITY CORPORATION, UT  
TOQUERVILLE, UT  
TORREY, UT  
TREMONTON CITY, UT  
TRENTON, UT  
TROPIC, UT  
UINTAH, UT  
VERNAL CITY, UT  
VERNON, UT  
VINEYARD, UT  
VIRGIN, UT  
WALES, UT  
WALLSBURG, UT  
WASHINGTON CITY, UT  
WASHINGTON TERRACE, UT  
WELLINGTON, UT  
WELLSVILLE, UT  
WENDOVER, UT  
WEST BOUNTIFUL, UT  
WEST HAVEN, UT  
WEST JORDAN, UT  
WEST POINT, UT  
WEST VALLEY CITY, UT  
WILLARD, UT  
WOODLAND HILLS, UT  
WOODRUFF, UT  
WOODS CROSS, UT

**COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:**

ASCENSION PARISH, LA  
ASCENSION PARISH, LA, CLEAR OF COURT  
CADDO PARISH, LA  
CALCASIEU PARISH, LA  
CALCASIEU PARISH SHERIFF'S OFFICE, LA  
CITY AND COUNTY OF HONOLULU, HI  
CLACKAMAS COUNTY, OR  
CLACKAMAS COUNTY DEPT OF TRANSPORTATION,  
OR  
CLATSOP COUNTY, OR  
COLUMBIA COUNTY, OR

COOS COUNTY, OR  
COOS COUNTY HIGHWAY DEPARTMENT, OR  
COUNTY OF HAWAII, OR  
CROOK COUNTY, OR  
CROOK COUNTY ROAD DEPARTMENT, OR  
CURRY COUNTY, OR  
DESCHUTES COUNTY, OR  
DOUGLAS COUNTY, OR  
EAST BATON ROUGE PARISH, LA  
GILLIAM COUNTY, OR  
GRANT COUNTY, OR  
HARNEY COUNTY, OR  
HARNEY COUNTY SHERIFFS OFFICE, OR  
HAWAII COUNTY, HI  
HOOD RIVER COUNTY, OR  
JACKSON COUNTY, OR  
JEFFERSON COUNTY, OR  
JEFFERSON PARISH, LA  
JOSEPHINE COUNTY GOVERNMENT, OR  
LAFAYETTE CONSOLIDATED GOVERNMENT, LA  
LAFAYETTE PARISH, LA  
LAFAYETTE PARISH CONVENTION & VISITORS  
COMMISSION  
LAFOURCHE PARISH, LA  
KAUAI COUNTY, HI  
KLAMATH COUNTY, OR  
LAKE COUNTY, OR  
LANE COUNTY, OR  
LINCOLN COUNTY, OR  
LINN COUNTY, OR  
LIVINGSTON PARISH, LA  
MALHEUR COUNTY, OR  
MAUI COUNTY, HI  
MARION COUNTY, SALEM, OR  
MORROW COUNTY, OR  
MULTNOMAH COUNTY, OR  
MULTNOMAH COUNTY BUSINESS AND  
COMMUNITY SERVICES, OR  
MULTNOMAH COUNTY SHERIFFS OFFICE, OR  
MULTNOMAH LAW LIBRARY, OR  
ORLEANS PARISH, LA  
PLAQUEMINES PARISH, LA  
POLK COUNTY, OR  
RAPIDES PARISH, LA  
SAINT CHARLES PARISH, LA  
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA  
SAINT LANDRY PARISH, LA  
SAINT TAMMANY PARISH, LA  
SHERMAN COUNTY, OR  
TERREBONNE PARISH, LA  
TILLAMOOK COUNTY, OR  
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR  
TILLAMOOK COUNTY GENERAL HOSPITAL, OR  
UMATILLA COUNTY, OR  
UNION COUNTY, OR  
WALLOWA COUNTY, OR  
WASCO COUNTY, OR  
WASHINGTON COUNTY, OR  
WEST BATON ROUGE PARISH, LA  
WHEELER COUNTY, OR  
YAMHILL COUNTY, OR  
COUNTY OF BOX ELDER, UT  
COUNTY OF CACHE, UT  
COUNTY OF RICH, UT  
COUNTY OF WEBER, UT  
COUNTY OF MORGAN, UT  
COUNTY OF DAVIS, UT

Version September 29, 2020

COUNTY OF SUMMIT, UT  
COUNTY OF DAGGETT, UT  
COUNTY OF SALT LAKE, UT  
COUNTY OF TOOELE, UT  
COUNTY OF UTAH, UT  
COUNTY OF WASATCH, UT  
COUNTY OF DUCHESNE, UT  
COUNTY OF Uintah, UT  
COUNTY OF CARBON, UT  
COUNTY OF SANPETE, UT  
COUNTY OF JUAB, UT  
COUNTY OF MILLARD, UT  
COUNTY OF SEVIER, UT  
COUNTY OF EMERY, UT  
COUNTY OF GRAND, UT  
COUNTY OF BEVER, UT  
COUNTY OF PIUTE, UT  
COUNTY OF WAYNE, UT  
COUNTY OF SAN JUAN, UT  
COUNTY OF GARFIELD, UT  
COUNTY OF KANE, UT  
COUNTY OF IRON, UT  
COUNTY OF WASHINGTON, UT

**OTHER AGENCIES INCLUDING ASSOCIATIONS,  
BOARDS, DISTRICTS, COMMISSIONS, COUNCILS,  
PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT  
AUTHORITIES, RESERVATIONS AND UTILITIES  
INCLUDING BUT NOT LIMITED TO:**

ADAIR R.F.P.D., OR  
ADEL WATER IMPROVEMENT DISTRICT, OR  
ADRIAN R.F.P.D., OR  
AGNESS COMMUNITY LIBRARY, OR  
AGNESS-ILLAHE R.F.P.D., OR  
AGRICULTURE EDUCATION SERVICE EXTENSION  
DISTRICT, OR  
ALDER CREEK-BARLOW WATER DISTRICT NO. 29,  
OR  
ALFALFA FIRE DISTRICT, OR  
ALSEA R.F.P.D., OR  
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT,  
OR  
AMITY FIRE DISTRICT, OR  
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR  
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY,  
OR  
APPLEGATE VALLEY R.F.P.D. #9, OR  
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT,  
OR  
ARCH CAPE SANITARY DISTRICT, OR  
ARNOLD IRRIGATION DISTRICT, OR  
ASH CREEK WATER CONTROL DISTRICT, OR  
ATHENA CEMETERY MAINTENANCE DISTRICT, OR  
AUMSVILLE R.F.P.D., OR  
AURORA R.F.P.D., OR  
AZALEA R.F.P.D., OR  
BADGER IMPROVEMENT DISTRICT, OR  
BAILEY-SPENCER R.F.P.D., OR  
BAKER COUNTY LIBRARY DISTRICT, OR  
BAKER R.F.P.D., OR  
BAKER RIVERTON ROAD DISTRICT, OR  
BAKER VALLEY IRRIGATION DISTRICT, OR  
BAKER VALLEY S.W.C.D., OR  
BAKER VALLEY VECTOR CONTROL DISTRICT, OR  
BANDON CRANBERRY WATER CONTROL DISTRICT,  
OR  
BANDON R.F.P.D., OR

BANKS FIRE DISTRICT, OR  
BANKS FIRE DISTRICT #13, OR  
BAR L RANCH ROAD DISTRICT, OR  
BARLOW WATER IMPROVEMENT DISTRICT, OR  
BASIN AMBULANCE SERVICE DISTRICT, OR  
BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR  
BATON ROUGE WATER COMPANY  
BAY AREA HEALTH DISTRICT, OR  
BAYSHORE SPECIAL ROAD DISTRICT, OR  
BEAR VALLEY SPECIAL ROAD DISTRICT, OR  
BEAVER CREEK WATER CONTROL DISTRICT, OR  
BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR  
BEAVER SLOUGH DRAINAGE DISTRICT, OR  
BEAVER SPECIAL ROAD DISTRICT, OR  
BEAVER WATER DISTRICT, OR  
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR  
BEND METRO PARK AND RECREATION DISTRICT  
BENTON S.W.C.D., OR  
BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR  
BEVERLY BEACH WATER DISTRICT, OR  
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA  
BIG BEND IRRIGATION DISTRICT, OR  
BIGGS SERVICE DISTRICT, OR  
BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR  
BLACK BUTTE RANCH R.F.P.D., OR  
BLACK MOUNTAIN WATER DISTRICT, OR  
BLODGETT-SUMMIT R.F.P.D., OR  
BLUE MOUNTAIN HOSPITAL DISTRICT, OR  
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR  
BLUE RIVER PARK & RECREATION DISTRICT, OR  
BLUE RIVER WATER DISTRICT, OR  
BLY R.F.P.D., OR  
BLY VECTOR CONTROL DISTRICT, OR  
BLY WATER AND SANITARY DISTRICT, OR  
BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR  
BOARDMAN PARK AND RECREATION DISTRICT  
BOARDMAN R.F.P.D., OR  
BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR  
BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR  
BONANZA R.F.P.D., OR  
BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR  
BORING WATER DISTRICT #24, OR  
BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR  
BRIDGE R.F.P.D., OR  
BROOKS COMMUNITY SERVICE DISTRICT, OR  
BROWNSVILLE R.F.P.D., OR  
BUELL-RED PRAIRIE WATER DISTRICT, OR  
BUNKER HILL R.F.P.D. #1, OR  
BUNKER HILL SANITARY DISTRICT, OR  
BURLINGTON WATER DISTRICT, OR  
BURNT RIVER IRRIGATION DISTRICT, OR  
BURNT RIVER S.W.C.D., OR  
CALAPOOIA R.F.P.D., OR  
CAMAS VALLEY R.F.P.D., OR  
CAMELLIA PARK SANITARY DISTRICT, OR  
CAMMANN ROAD DISTRICT, OR

CAMP SHERMAN ROAD DISTRICT, OR  
CANBY AREA TRANSIT, OR  
CANBY R.F.P.D. #62, OR  
CANBY UTILITY BOARD, OR  
CANNON BEACH R.F.P.D., OR  
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR  
CAPE FERRELO R.F.P.D., OR  
CAPE FOULWEATHER SANITARY DISTRICT, OR  
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR  
CARMEL BEACH WATER DISTRICT, OR  
CASCADE VIEW ESTATES TRACT 2, OR  
CEDAR CREST SPECIAL ROAD DISTRICT, OR  
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR  
CEDAR VALLEY - NORTH BANK R.F.P.D., OR  
CENTRAL CASCADES FIRE AND EMS, OR  
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA  
CENTRAL LINCOLN P.U.D., OR  
CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR  
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL  
CENTRAL OREGON IRRIGATION DISTRICT, OR  
CHAPARRAL WATER CONTROL DISTRICT, OR  
CHARLESTON FIRE DISTRICT, OR  
CHARLESTON SANITARY DISTRICT, OR  
CHARLOTTE ANN WATER DISTRICT, OR  
CHEHALEM PARK & RECREATION DISTRICT, OR  
CHEHALEM PARK AND RECREATION DISTRICT  
CHEMULT R.F.P.D., OR  
CHENOWITH WATER P.U.D., OR  
CHERRIOTS, OR  
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR  
CHILOQUIN VECTOR CONTROL DISTRICT, OR  
CHILOQUIN-AGENCY LAKE R.F.P.D., OR  
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR  
CHR DISTRICT IMPROVEMENT COMPANY, OR  
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR  
CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR  
CHRISTMAS VALLEY R.F.P.D., OR  
CITY OF BOGALUSA SCHOOL BOARD, LA  
CLACKAMAS COUNTY FIRE DISTRICT #1, OR  
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR  
CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR  
CLACKAMAS RIVER WATER  
CLACKAMAS RIVER WATER, OR  
CLACKAMAS S.W.C.D., OR  
CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR  
CLATSKANIE LIBRARY DISTRICT, OR  
CLATSKANIE P.U.D., OR  
CLATSKANIE PARK & RECREATION DISTRICT, OR  
CLATSKANIE PEOPLE'S UTILITY DISTRICT  
CLATSKANIE R.F.P.D., OR  
CLATSOP CARE CENTER HEALTH DISTRICT, OR  
CLATSOP COUNTY S.W.C.D., OR  
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR  
CLEAN WATER SERVICES  
CLEAN WATER SERVICES, OR  
CLOVERDALE R.F.P.D., OR  
CLOVERDALE SANITARY DISTRICT, OR  
CLOVERDALE WATER DISTRICT, OR  
COALEDO DRAINAGE DISTRICT, OR



COBURG FIRE DISTRICT, OR  
COLESTIN RURAL FIRE DISTRICT, OR  
COLTON R.F.P.D., OR  
COLTON WATER DISTRICT #11, OR  
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR  
COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR  
COLUMBIA DRAINAGE VECTOR CONTROL, OR  
COLUMBIA IMPROVEMENT DISTRICT, OR  
COLUMBIA R.F.P.D., OR  
COLUMBIA RIVER FIRE & RESCUE, OR  
COLUMBIA RIVER PUD, OR  
COLUMBIA S.W.C.D., OR  
COLUMBIA S.W.C.D., OR  
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION  
COOS COUNTY AIRPORT DISTRICT, OR  
COOS COUNTY AIRPORT DISTRICT, OR  
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR  
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR  
COOS FOREST PROTECTIVE ASSOCIATION  
COOS S.W.C.D., OR  
COQUILLE R.F.P.D., OR  
COQUILLE VALLEY HOSPITAL DISTRICT, OR  
CORBETT WATER DISTRICT, OR  
CORNELIUS R.F.P.D., OR  
CORP RANCH ROAD WATER IMPROVEMENT, OR  
CORVALLIS R.F.P.D., OR  
COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR  
COUNTRY CLUB WATER DISTRICT, OR  
COUNTRY ESTATES ROAD DISTRICT, OR  
COVE CEMETERY MAINTENANCE DISTRICT, OR  
COVE ORCHARD SEWER SERVICE DISTRICT, OR  
COVE R.F.P.D., OR  
CRESCENT R.F.P.D., OR  
CRESCENT SANITARY DISTRICT, OR  
CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR  
CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR  
CROOK COUNTY CEMETERY DISTRICT, OR  
CROOK COUNTY FIRE AND RESCUE, OR  
CROOK COUNTY PARKS & RECREATION DISTRICT, OR  
CROOK COUNTY S.W.C.D., OR  
CROOK COUNTY VECTOR CONTROL DISTRICT, OR  
CROOKED RIVER RANCH R.F.P.D., OR  
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR  
CRYSTAL SPRINGS WATER DISTRICT, OR  
CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR  
CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR  
CURRY COUNTY S.W.C.D., OR  
CURRY HEALTH DISTRICT, OR  
CURRY PUBLIC LIBRARY DISTRICT, OR  
DALLAS CEMETERY DISTRICT #4, OR  
DARLEY DRIVE SPECIAL ROAD DISTRICT, OR  
DAVID CROCKETT STEAM FIRE COMPANY #1, LA  
DAYS CREEK R.F.P.D., OR  
DAYTON FIRE DISTRICT, OR  
DEAN MINARD WATER DISTRICT, OR  
DEE IRRIGATION DISTRICT, OR

DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR  
DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR  
DEPOE BAY R.F.P.D., OR  
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR  
DESCHUTES COUNTY R.F.P.D. #2, OR  
DESCHUTES PUBLIC LIBRARY DISTRICT, OR  
DESCHUTES S.W.C.D., OR  
DESCHUTES VALLEY WATER DISTRICT, OR  
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR  
DEXTER R.F.P.D., OR  
DEXTER SANITARY DISTRICT, OR  
DORA-SITKUM R.F.P.D., OR  
DOUGLAS COUNTY FIRE DISTRICT #2, OR  
DOUGLAS S.W.C.D., OR  
DRAKES CROSSING R.F.P.D., OR  
DRRH SPECIAL ROAD DISTRICT #6, OR  
DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR  
DUFUR RECREATION DISTRICT, OR  
DUMBECK LANE DOMESTIC WATER SUPPLY, OR  
DUNDEE R.F.P.D., OR  
DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR  
EAGLE POINT IRRIGATION DISTRICT, OR  
EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR  
EAGLE VALLEY R.F.P.D., OR  
EAGLE VALLEY S.W.C.D., OR  
EAST FORK IRRIGATION DISTRICT, OR  
EAST MULTNOMAH S.W.C.D., OR  
EAST SALEM SERVICE DISTRICT, OR  
EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR  
EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR  
EAST UMATILLA COUNTY R.F.P.D., OR  
EAST VALLEY WATER DISTRICT, OR  
ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR  
ELGIN HEALTH DISTRICT, OR  
ELGIN R.F.P.D., OR  
ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR  
ELKTON R.F.P.D., OR  
EMERALD P.U.D., OR  
ENTERPRISE IRRIGATION DISTRICT, OR  
ESTACADA CEMETERY MAINTENANCE DISTRICT, OR  
ESTACADA R.F.P.D. #69, OR  
EUGENE R.F.P.D. # 1, OR  
EUGENE WATER AND ELECTRIC BOARD  
EVANS VALLEY FIRE DISTRICT #6, OR  
FAIR OAKS R.F.P.D., OR  
FAIRVIEW R.F.P.D., OR  
FAIRVIEW WATER DISTRICT, OR  
FALCON HEIGHTS WATER AND SEWER, OR  
FALCON-COVE BEACH WATER DISTRICT, OR  
FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR  
FARGO INTERCHANGE SERVICE DISTRICT, OR  
FARMERS IRRIGATION DISTRICT, OR  
FAT ELK DRAINAGE DISTRICT, OR  
FERN RIDGE PUBLIC LIBRARY DISTRICT, OR  
FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR  
FOR FAR ROAD DISTRICT, OR

FOREST GROVE R.F.P.D., OR  
FOREST VIEW SPECIAL ROAD DISTRICT, OR  
FORT ROCK-SILVER LAKE S.W.C.D., OR  
FOUR RIVERS VECTOR CONTROL DISTRICT, OR  
FOX CEMETERY MAINTENANCE DISTRICT, OR  
GARDINER R.F.P.D., OR  
GARDINER SANITARY DISTRICT, OR  
GARIBALDI R.F.P.D., OR  
GASTON R.F.P.D., OR  
GATES R.F.P.D., OR  
GEARHART R.F.P.D., OR  
GILLIAM S.W.C.D., OR  
GLENDALE AMBULANCE DISTRICT, OR  
GLENDALE R.F.P.D., OR  
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR  
GLENEDEN SANITARY DISTRICT, OR  
GLENWOOD WATER DISTRICT, OR  
GLIDE - IDLEYLD SANITARY DISTRICT, OR  
GLIDE R.F.P.D., OR  
GOLD BEACH - WEDDERBURN R.F.P.D., OR  
GOLD HILL IRRIGATION DISTRICT, OR  
GOLDFINCH ROAD DISTRICT, OR  
GOSHEN R.F.P.D., OR  
GOVERNMENT CAMP ROAD DISTRICT, OR  
GOVERNMENT CAMP SANITARY DISTRICT, OR  
GRAND PRAIRIE WATER CONTROL DISTRICT, OR  
GRAND RONDE SANITARY DISTRICT, OR  
GRANT COUNTY TRANSPORTATION DISTRICT, OR  
GRANT S.W.C.D., OR  
GRANTS PASS IRRIGATION DISTRICT, OR  
GREATER BOWEN VALLEY R.F.P.D., OR  
GREATER ST. HELENS PARK & RECREATION DISTRICT, OR  
GREATER TOLEDO POOL RECREATION DISTRICT, OR  
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR  
GREEN SANITARY DISTRICT, OR  
GREENACRES R.F.P.D., OR  
GREENBERRY IRRIGATION DISTRICT, OR  
GREENSPRINGS RURAL FIRE DISTRICT, OR  
HAHLEN ROAD SPECIAL DISTRICT, OR  
HAINES CEMETERY MAINTENANCE DISTRICT, OR  
HAINES FIRE PROTECTION DISTRICT, OR  
HALSEY-SHEDD R.F.P.D., OR  
HAMLET R.F.P.D., OR  
HARBOR R.F.P.D., OR  
HARBOR SANITARY DISTRICT, OR  
HARBOR WATER P.U.D., OR  
HARNEY COUNTY HEALTH DISTRICT, OR  
HARNEY S.W.C.D., OR  
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR  
HARRISBURG FIRE AND RESCUE, OR  
HAUSER R.F.P.D., OR  
HAZELDELL RURAL FIRE DISTRICT, OR  
HEBO JOINT WATER-SANITARY AUTHORITY, OR  
HECETA WATER P.U.D., OR  
HELIX CEMETERY MAINTENANCE DISTRICT #4, OR  
HELIX PARK & RECREATION DISTRICT, OR  
HELIX R.F.P.D. #7-411, OR  
HEPPNER CEMETERY MAINTENANCE DISTRICT, OR  
HEPPNER R.F.P.D., OR  
HEPPNER WATER CONTROL DISTRICT, OR  
HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR  
HERMISTON CEMETERY DISTRICT, OR  
HERMISTON IRRIGATION DISTRICT, OR

HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR  
HIGH DESERT PARK & RECREATION DISTRICT, OR  
HIGHLAND SUBDIVISION WATER DISTRICT, OR  
HONOLULU INTERNATIONAL AIRPORT  
HOOD RIVER COUNTY LIBRARY DISTRICT, OR  
HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR  
HOOD RIVER S.W.C.D., OR  
HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR  
HOODLAND FIRE DISTRICT #74  
HOODLAND FIRE DISTRICT #74, OR  
HORSEFLY IRRIGATION DISTRICT, OR  
HOSKINS-KINGS VALLEY R.F.P.D., OR  
HOUSING AUTHORITY OF PORTLAND  
HUBBARD R.F.P.D., OR  
HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR  
I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR  
ICE FOUNTAIN WATER DISTRICT, OR  
IDAHO POINT SPECIAL ROAD DISTRICT, OR  
IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR  
ILLINOIS VALLEY FIRE DISTRICT  
ILLINOIS VALLEY R.F.P.D., OR  
ILLINOIS VALLEY S.W.C.D., OR  
IMBLER R.F.P.D., OR  
INTERLACHEN WATER P.U.D., OR  
IONE LIBRARY DISTRICT, OR  
IONE R.F.P.D. #6-604, OR  
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR  
IRONSIDE RURAL ROAD DISTRICT #5, OR  
IRRIGON PARK & RECREATION DISTRICT, OR  
IRRIGON R.F.P.D., OR  
ISLAND CITY AREA SANITATION DISTRICT, OR  
ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR  
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR  
JACKSON COUNTY FIRE DISTRICT #3, OR  
JACKSON COUNTY FIRE DISTRICT #4, OR  
JACKSON COUNTY FIRE DISTRICT #5, OR  
JACKSON COUNTY LIBRARY DISTRICT, OR  
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR  
JACKSON S.W.C.D., OR  
JASPER KNOLLS WATER DISTRICT, OR  
JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR  
JEFFERSON COUNTY FIRE DISTRICT #1, OR  
JEFFERSON COUNTY LIBRARY DISTRICT, OR  
JEFFERSON COUNTY S.W.C.D., OR  
JEFFERSON PARK & RECREATION DISTRICT, OR  
JEFFERSON R.F.P.D., OR  
JOB'S DRAINAGE DISTRICT, OR  
JOHN DAY WATER DISTRICT, OR  
JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR  
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR  
JORDAN VALLEY CEMETERY DISTRICT, OR  
JORDAN VALLEY IRRIGATION DISTRICT, OR  
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR  
JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR  
JOSEPHINE COUNTY 911 AGENCY, OR  
JUNCTION CITY R.F.P.D., OR  
JUNCTION CITY WATER CONTROL DISTRICT, OR

JUNIPER BUTTE ROAD DISTRICT, OR  
JUNIPER CANYON WATER CONTROL DISTRICT, OR  
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY,  
OR  
JUNIPER FLAT R.F.P.D., OR  
JUNO NONPROFIT WATER IMPROVEMENT  
DISTRICT, OR  
KEATING R.F.P.D., OR  
KEATING S.W.C.D., OR  
KEIZER R.F.P.D., OR  
KELLOGG RURAL FIRE DISTRICT, OR  
KENO IRRIGATION DISTRICT, OR  
KENO PINES ROAD DISTRICT, OR  
KENO R.F.P.D., OR  
KENT WATER DISTRICT, OR  
KERBY WATER DISTRICT, OR  
K-GB-LB WATER DISTRICT, OR  
KILCHIS WATER DISTRICT, OR  
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR  
KLAMATH BASIN IMPROVEMENT DISTRICT, OR  
KLAMATH COUNTY DRAINAGE SERVICE DISTRICT,  
OR  
KLAMATH COUNTY EXTENSION SERVICE DISTRICT,  
OR  
KLAMATH COUNTY FIRE DISTRICT #1, OR  
KLAMATH COUNTY FIRE DISTRICT #3, OR  
KLAMATH COUNTY FIRE DISTRICT #4, OR  
KLAMATH COUNTY FIRE DISTRICT #5, OR  
KLAMATH COUNTY LIBRARY SERVICE DISTRICT,  
OR  
KLAMATH COUNTY PREDATORY ANIMAL  
CONTROL DISTRICT, OR  
KLAMATH DRAINAGE DISTRICT, OR  
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD  
DISTRICT UNIT #2, OR  
KLAMATH INTEROPERABILITY RADIO GROUP, OR  
KLAMATH IRRIGATION DISTRICT, OR  
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT,  
OR  
KLAMATH S.W.C.D., OR  
KLAMATH VECTOR CONTROL DISTRICT, OR  
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR  
LA GRANDE CEMETERY MAINTENANCE DISTRICT,  
OR  
LA GRANDE R.F.P.D., OR  
LA PINE PARK & RECREATION DISTRICT, OR  
LA PINE R.F.P.D., OR  
LABISH VILLAGE SEWAGE & DRAINAGE, OR  
LACOMB IRRIGATION DISTRICT, OR  
LAFAYETTE AIRPORT COMMISSION, LA  
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH  
REGION 3  
LAIDLAW WATER DISTRICT, OR  
LAKE CHINOOK FIRE & RESCUE, OR  
LAKE COUNTY 4-H & EXTENSION SERVICE  
DISTRICT, OR  
LAKE COUNTY LIBRARY DISTRICT, OR  
LAKE CREEK R.F.P.D. - JACKSON, OR  
LAKE CREEK R.F.P.D. - LANE COUNTY, OR  
LAKE DISTRICT HOSPITAL, OR  
LAKE GROVE R.F.P.D. NO. 57, OR  
LAKE GROVE WATER DISTRICT, OR  
LAKE LABISH WATER CONTROL DISTRICT, OR  
LAKE POINT SPECIAL ROAD DISTRICT, OR  
LAKESIDE R.F.P.D. #4, OR  
LAKESIDE WATER DISTRICT, OR  
LAKEVIEW R.F.P.D., OR

LAKEVIEW S.W.C.D., OR  
LAMONTAI IMPROVEMENT DISTRICT, OR  
LANE FIRE AUTHORITY, OR  
LANE LIBRARY DISTRICT, OR  
LANE TRANSIT DISTRICT, OR  
LANGELL VALLEY IRRIGATION DISTRICT, OR  
LANGLOIS PUBLIC LIBRARY, OR  
LANGLOIS R.F.P.D., OR  
LANGLOIS WATER DISTRICT, OR  
LAZY RIVER SPECIAL ROAD DISTRICT, OR  
LEBANON AQUATIC DISTRICT, OR  
LEBANON R.F.P.D., OR  
LEWIS & CLARK R.F.P.D., OR  
LINCOLN COUNTY LIBRARY DISTRICT, OR  
LINCOLN S.W.C.D., OR  
LINN COUNTY EMERGENCY TELEPHONE AGENCY,  
OR  
LINN S.W.C.D., OR  
LITTLE MUDDY CREEK WATER CONTROL, OR  
LITTLE NESTUCCA DRAINAGE DISTRICT, OR  
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR  
LONE PINE IRRIGATION DISTRICT, OR  
LONG PRAIRIE WATER DISTRICT, OR  
LOOKINGGLASS OLALLA WATER CONTROL  
DISTRICT, OR  
LOOKINGGLASS RURAL FIRE DISTRICT, OR  
LORANE R.F.P.D., OR  
LOST & BOULDER DITCH IMPROVEMENT DISTRICT,  
OR  
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR  
LOUISIANA PUBLIC SERVICE COMMISSION, LA  
LOUISIANA WATER WORKS  
LOWELL R.F.P.D., OR  
LOWER MCKAY CREEK R.F.P.D., OR  
LOWER MCKAY CREEK WATER CONTROL  
DISTRICT, OR  
LOWER POWDER RIVER IRRIGATION DISTRICT, OR  
LOWER SILETZ WATER DISTRICT, OR  
LOWER UMPQUA HOSPITAL DISTRICT, OR  
LOWER UMPQUA PARK & RECREATION DISTRICT,  
OR  
LOWER VALLEY WATER IMPROVEMENT DISTRICT,  
OR  
LUCE LONG DITCH DISTRICT IMPROVEMENT CO.,  
OR  
LUSTED WATER DISTRICT, OR  
LYONS R.F.P.D., OR  
LYONS-MEHAMA WATER DISTRICT, OR  
MADRAS AQUATIC CENTER DISTRICT, OR  
MAKAI SPECIAL ROAD DISTRICT, OR  
MALHEUR COUNTY S.W.C.D., OR  
MALHEUR COUNTY VECTOR CONTROL DISTRICT,  
OR  
MALHEUR DISTRICT IMPROVEMENT COMPANY, OR  
MALHEUR DRAINAGE DISTRICT, OR  
MALHEUR MEMORIAL HEALTH DISTRICT, OR  
MALIN COMMUNITY CEMETERY MAINTENANCE  
DISTRICT, OR  
MALIN COMMUNITY PARK & RECREATION  
DISTRICT, OR  
MALIN IRRIGATION DISTRICT, OR  
MALIN R.F.P.D., OR  
MAPLETON FIRE DEPARTMENT, OR  
MAPLETON WATER DISTRICT, OR  
MARCOLA WATER DISTRICT, OR  
MARION COUNTY EXTENSION & 4H SERVICE  
DISTRICT, OR

MARION COUNTY FIRE DISTRICT #1, OR  
MARION JACK IMPROVEMENT DISTRICT, OR  
MARION S.W.C.D., OR  
MARY'S RIVER ESTATES ROAD DISTRICT, OR  
MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR  
MCKAY ACRES IMPROVEMENT DISTRICT, OR  
MCKAY DAM R.F.P.D. # 7-410, OR  
MCKENZIE FIRE & RESCUE, OR  
MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR  
MCMINNVILLE R.F.P.D., OR  
MCNULTY WATER P.U.D., OR  
MEADOWS DRAINAGE DISTRICT, OR  
MEDFORD IRRIGATION DISTRICT, OR  
MEDFORD R.F.P.D. #2, OR  
MEDFORD WATER COMMISSION  
MEDICAL SPRINGS R.F.P.D., OR  
MELHEUR COUNTY JAIL, OR  
MERLIN COMMUNITY PARK DISTRICT, OR  
MERRILL CEMETERY MAINTENANCE DISTRICT, OR  
MERRILL PARK DISTRICT, OR  
MERRILL R.F.P.D., OR  
METRO REGIONAL GOVERNMENT  
METRO REGIONAL PARKS  
METROPOLITAN EXPOSITION RECREATION COMMISSION  
METROPOLITAN SERVICE DISTRICT (METRO)  
MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR  
MID-COLUMBIA FIRE AND RESCUE, OR  
MIDDLE FORK IRRIGATION DISTRICT, OR  
MIDLAND COMMUNITY PARK, OR  
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR  
MILES CROSSING SANITARY SEWER DISTRICT, OR  
MILL CITY R.F.P.D. #2-303, OR  
MILL FOUR DRAINAGE DISTRICT, OR  
MILLICOMA RIVER PARK & RECREATION DISTRICT, OR  
MILLINGTON R.F.P.D. #5, OR  
MILO VOLUNTEER FIRE DEPARTMENT, OR  
MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR  
MILTON-FREEWATER WATER CONTROL DISTRICT, OR  
MIROCO SPECIAL ROAD DISTRICT, OR  
MIST-BIRKENFELD R.F.P.D., OR  
MODOC POINT IRRIGATION DISTRICT, OR  
MODOC POINT SANITARY DISTRICT, OR  
MOHAWK VALLEY R.F.P.D., OR  
MOLALLA AQUATIC DISTRICT, OR  
MOLALLA R.F.P.D. #73, OR  
MONITOR R.F.P.D., OR  
MONROE R.F.P.D., OR  
MONUMENT CEMETERY MAINTENANCE DISTRICT, OR  
MONUMENT S.W.C.D., OR  
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR  
MORO R.F.P.D., OR  
MORROW COUNTY HEALTH DISTRICT, OR  
MORROW COUNTY UNIFIED RECREATION DISTRICT, OR  
MORROW S.W.C.D., OR  
MOSIER FIRE DISTRICT, OR  
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR  
MT. ANGEL R.F.P.D., OR  
MT. HOOD IRRIGATION DISTRICT, OR

MT. LAKI CEMETERY DISTRICT, OR  
MT. VERNON R.F.P.D., OR  
MULINO WATER DISTRICT #1, OR  
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR  
MULTNOMAH COUNTY R.F.P.D. #10, OR  
MULTNOMAH COUNTY R.F.P.D. #14, OR  
MULTNOMAH EDUCATION SERVICE DISTRICT  
MYRTLE CREEK R.F.P.D., OR  
NEAH-KAH-NIE WATER DISTRICT, OR  
NEDONNA R.F.P.D., OR  
NEHALEM BAY FIRE AND RESCUE, OR  
NEHALEM BAY HEALTH DISTRICT, OR  
NEHALEM BAY WASTEWATER AGENCY, OR  
NESIKA BEACH-OPHIR WATER DISTRICT, OR  
NESKOWIN REGIONAL SANITARY AUTHORITY, OR  
NESKOWIN REGIONAL WATER DISTRICT, OR  
NESTUCCA R.F.P.D., OR  
NETARTS WATER DISTRICT, OR  
NETARTS-OCEANSIDE R.F.P.D., OR  
NETARTS-OCEANSIDE SANITARY DISTRICT, OR  
NEW BRIDGE WATER SUPPLY DISTRICT, OR  
NEW CARLTON FIRE DISTRICT, OR  
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA  
NEW PINE CREEK R.F.P.D., OR  
NEWBERG R.F.P.D., OR  
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR  
NEWPORT R.F.P.D., OR  
NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR  
NORTH ALBANY R.F.P.D., OR  
NORTH BAY R.F.P.D. #9, OR  
NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR  
NORTH COUNTY RECREATION DISTRICT, OR  
NORTH DOUGLAS COUNTY FIRE & EMS, OR  
NORTH DOUGLAS PARK & RECREATION DISTRICT, OR  
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR  
NORTH GILLIAM COUNTY R.F.P.D., OR  
NORTH LAKE HEALTH DISTRICT, OR  
NORTH LEBANON WATER CONTROL DISTRICT, OR  
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR  
NORTH LINCOLN HEALTH DISTRICT, OR  
NORTH MORROW VECTOR CONTROL DISTRICT, OR  
NORTH SHERMAN COUNTY R.F.P.D., OR  
NORTH UNIT IRRIGATION DISTRICT, OR  
NORTHEAST OREGON HOUSING AUTHORITY, OR  
NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR  
NORTHERN WASCO COUNTY P.U.D., OR  
NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR  
NYE DITCH USERS DISTRICT IMPROVEMENT, OR  
NYSSA ROAD ASSESSMENT DISTRICT #2, OR  
NYSSA RURAL FIRE DISTRICT, OR  
NYSSA-ARCADIA DRAINAGE DISTRICT, OR  
OAK LODGE WATER SERVICES, OR  
OAKLAND R.F.P.D., OR  
OAKVILLE COMMUNITY CENTER, OR  
OCEANSIDE WATER DISTRICT, OR  
OCHOCO IRRIGATION DISTRICT, OR  
OCHOCO WEST WATER AND SANITARY AUTHORITY, OR  
ODELL SANITARY DISTRICT, OR  
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR  
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR  
ONTARIO LIBRARY DISTRICT, OR

ONTARIO R.F.P.D., OR  
OPHIR R.F.P.D., OR  
OREGON COAST COMMUNITY ACTION  
OREGON HOUSING AND COMMUNITY SERVICES  
OREGON INTERNATIONAL PORT OF COOS BAY, OR  
OREGON LEGISLATIVE ADMINISTRATION  
OREGON OUTBACK R.F.P.D., OR  
OREGON POINT, OR  
OREGON TRAIL LIBRARY DISTRICT, OR  
OTTER ROCK WATER DISTRICT, OR  
OWW UNIT #2 SANITARY DISTRICT, OR  
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR  
OWYHEE IRRIGATION DISTRICT, OR  
PACIFIC CITY JOINT WATER-SANITARY  
AUTHORITY, OR  
PACIFIC COMMUNITIES HEALTH DISTRICT, OR  
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR  
PALATINE HILL WATER DISTRICT, OR  
PALMER CREEK WATER DISTRICT IMPROVEMENT  
COMPANY, OR  
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR  
PANTHER CREEK ROAD DISTRICT, OR  
PANTHER CREEK WATER DISTRICT, OR  
PARKDALE R.F.P.D., OR  
PARKDALE SANITARY DISTRICT, OR  
PENINSULA DRAINAGE DISTRICT #1, OR  
PENINSULA DRAINAGE DISTRICT #2, OR  
PHILOMATH FIRE AND RESCUE, OR  
PILOT ROCK CEMETERY MAINTENANCE DISTRICT  
#5, OR  
PILOT ROCK PARK & RECREATION DISTRICT, OR  
PILOT ROCK R.F.P.D., OR  
PINE EAGLE HEALTH DISTRICT, OR  
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR  
PINE GROVE IRRIGATION DISTRICT, OR  
PINE GROVE WATER DISTRICT-KLAMATH FALLS,  
OR  
PINE GROVE WATER DISTRICT-MAUPIN, OR  
PINE VALLEY CEMETERY DISTRICT, OR  
PINE VALLEY R.F.P.D., OR  
PINWOOD COUNTRY ESTATES SPECIAL ROAD  
DISTRICT, OR  
PIONEER DISTRICT IMPROVEMENT COMPANY, OR  
PISTOL RIVER CEMETERY MAINTENANCE  
DISTRICT, OR  
PISTOL RIVER FIRE DISTRICT, OR  
PLEASANT HILL R.F.P.D., OR  
PLEASANT HOME WATER DISTRICT, OR  
POCAHONTAS MINING AND IRRIGATION DISTRICT,  
OR  
POE VALLEY IMPROVEMENT DISTRICT, OR  
POE VALLEY PARK & RECREATION DISTRICT, OR  
POE VALLEY VECTOR CONTROL DISTRICT, OR  
POLK COUNTY FIRE DISTRICT #1, OR  
POLK S.W.C.D., OR  
POMPADOUR WATER IMPROVEMENT DISTRICT, OR  
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT,  
OR  
PORT OF ALSEA, OR  
PORT OF ARLINGTON, OR  
PORT OF ASTORIA, OR  
PORT OF BANDON, OR  
PORT OF BRANDON, OR  
PORT OF BROOKINGS HARBOR, OR  
PORT OF CASCADE LOCKS, OR  
PORT OF COQUILLE RIVER, OR  
PORT OF GARIBALDI, OR

PORT OF GOLD BEACH, OR  
PORT OF HOOD RIVER, OR  
PORT OF MORGAN CITY, LA  
PORT OF MORROW, OR  
PORT OF NEHALEM, OR  
PORT OF NEWPORT, OR  
PORT OF PORT ORFORD, OR  
PORT OF PORTLAND, OR  
PORT OF SIUSLAW, OR  
PORT OF ST. HELENS, OR  
PORT OF THE DALLES, OR  
PORT OF TILLAMOOK BAY, OR  
PORT OF TOLEDO, OR  
PORT OF UMATILLA, OR  
PORT OF UMPQUA, OR  
PORT ORFORD CEMETERY MAINTENANCE  
DISTRICT, OR  
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR  
PORT ORFORD R.F.P.D., OR  
PORTLAND DEVELOPMENT COMMISSION, OR  
PORTLAND FIRE AND RESCUE  
PORTLAND HOUSING CENTER, OR  
POWDER R.F.P.D., OR  
POWDER RIVER R.F.P.D., OR  
POWDER VALLEY WATER CONTROL DISTRICT, OR  
POWERS HEALTH DISTRICT, OR  
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR  
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT  
#1, OR  
PROSPECT R.F.P.D., OR  
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR  
QUEENER IRRIGATION IMPROVEMENT DISTRICT,  
OR  
RAINBOW WATER DISTRICT, OR  
RAINIER CEMETERY DISTRICT, OR  
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR  
RALEIGH WATER DISTRICT, OR  
REDMOND AREA PARK & RECREATION DISTRICT,  
OR  
REDMOND FIRE AND RESCUE, OR  
RIDDLE FIRE PROTECTION DISTRICT, OR  
RIDGEWOOD DISTRICT IMPROVEMENT COMPANY,  
OR  
RIDGEWOOD ROAD DISTRICT, OR  
RIETH SANITARY DISTRICT, OR  
RIETH WATER DISTRICT, OR  
RIMROCK WEST IMPROVEMENT DISTRICT, OR  
RINK CREEK WATER DISTRICT, OR  
RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR  
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR  
RIVER MEADOWS IMPROVEMENT DISTRICT, OR  
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR  
RIVER ROAD PARK & RECREATION DISTRICT, OR  
RIVER ROAD WATER DISTRICT, OR  
RIVERBEND RIVERBANK WATER IMPROVEMENT  
DISTRICT, OR  
RIVERDALE R.F.P.D. 11-JT, OR  
RIVERGROVE WATER DISTRICT, OR  
RIVERSIDE MISSION WATER CONTROL DISTRICT,  
OR  
RIVERSIDE R.F.P.D. #7-406, OR  
RIVERSIDE WATER DISTRICT, OR  
ROBERTS CREEK WATER DISTRICT, OR  
ROCK CREEK DISTRICT IMPROVEMENT, OR  
ROCK CREEK WATER DISTRICT, OR  
ROCKWOOD WATER P.U.D., OR  
ROCKY POINT FIRE & EMS, OR



ROGUE RIVER R.F.P.D., OR  
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR  
ROGUE VALLEY SEWER SERVICES, OR  
ROGUE VALLEY SEWER, OR  
ROGUE VALLEY TRANSPORTATION DISTRICT, OR  
ROSEBURG URBAN SANITARY AUTHORITY, OR  
ROSEWOOD ESTATES ROAD DISTRICT, OR  
ROW RIVER VALLEY WATER DISTRICT, OR  
RURAL ROAD ASSESSMENT DISTRICT #3, OR  
RURAL ROAD ASSESSMENT DISTRICT #4, OR  
SAINT LANDRY PARISH TOURIST COMMISSION  
SAINT MARY PARISH REC DISTRICT 2  
SAINT MARY PARISH REC DISTRICT 3  
SAINT TAMMANY FIRE DISTRICT 4, LA  
SALEM AREA MASS TRANSIT DISTRICT, OR  
SALEM MASS TRANSIT DISTRICT  
SALEM SUBURBAN R.F.P.D., OR  
SALISHAN SANITARY DISTRICT, OR  
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR  
SALMON RIVER PARK WATER IMPROVEMENT  
DISTRICT, OR  
SALMONBERRY TRAIL INTERGOVERNMENTAL  
AGENCY, OR  
SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR  
SANDY DRAINAGE IMPROVEMENT COMPANY, OR  
SANDY R.F.P.D. #72, OR  
SANTA CLARA R.F.P.D., OR  
SANTA CLARA WATER DISTRICT, OR  
SANTIAM WATER CONTROL DISTRICT, OR  
SAUVIE ISLAND DRAINAGE IMPROVEMENT  
COMPANY, OR  
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J,  
OR  
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY,  
OR  
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR  
SCAPPOOSE R.F.P.D., OR  
SCIO R.F.P.D., OR  
SCOTTSBURG R.F.P.D., OR  
SEAL ROCK R.F.P.D., OR  
SEAL ROCK WATER DISTRICT, OR  
SEWERAGE AND WATER BOARD OF NEW ORLEANS,  
LA  
SHANGRI-LA WATER DISTRICT, OR  
SHASTA VIEW IRRIGATION DISTRICT, OR  
SHELLEY ROAD CREST ACRES WATER DISTRICT,  
OR  
SHERIDAN FIRE DISTRICT, OR  
SHERMAN COUNTY HEALTH DISTRICT, OR  
SHERMAN COUNTY S.W.C.D., OR  
SHORELINE SANITARY DISTRICT, OR  
SILETZ KEYS SANITARY DISTRICT, OR  
SILETZ R.F.P.D., OR  
SILVER FALLS LIBRARY DISTRICT, OR  
SILVER LAKE IRRIGATION DISTRICT, OR  
SILVER LAKE R.F.P.D., OR  
SILVER SANDS SPECIAL ROAD DISTRICT, OR  
SILVERTON R.F.P.D. NO. 2, OR  
SISTERS PARKS & RECREATION DISTRICT, OR  
SISTERS-CAMP SHERMAN R.F.P.D., OR  
SIUSLAW PUBLIC LIBRARY DISTRICT, OR  
SIUSLAW S.W.C.D., OR  
SIUSLAW VALLEY FIRE AND RESCUE, OR  
SIXES R.F.P.D., OR  
SKIPANON WATER CONTROL DISTRICT, OR  
SKYLINE VIEW DISTRICT IMPROVEMENT  
COMPANY, OR

SLEEPY HOLLOW WATER DISTRICT, OR  
SMITH DITCH DISTRICT IMPROVEMENT COMPANY,  
OR  
SOUTH CLACKAMAS TRANSPORTATION DISTRICT,  
OR  
SOUTH COUNTY HEALTH DISTRICT, OR  
SOUTH FORK WATER BOARD, OR  
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR  
SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR  
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR  
SOUTH LAFOURCHE LEVEE DISTRICT, LA  
SOUTH LANE COUNTY FIRE & RESCUE, OR  
SOUTH SANTIAM RIVER WATER CONTROL  
DISTRICT, OR  
SOUTH SHERMAN FIRE DISTRICT, OR  
SOUTH SUBURBAN SANITARY DISTRICT, OR  
SOUTH WASCO PARK & RECREATION DISTRICT, OR  
SOUTHERN COOS HEALTH DISTRICT, OR  
SOUTHERN CURRY CEMETERY MAINTENANCE  
DISTRICT, OR  
SOUTHVIEW IMPROVEMENT DISTRICT, OR  
SOUTHWEST LINCOLN COUNTY WATER DISTRICT,  
OR  
SOUTHWESTERN POLK COUNTY R.F.P.D., OR  
SOUTHWOOD PARK WATER DISTRICT, OR  
SPECIAL ROAD DISTRICT #1, OR  
SPECIAL ROAD DISTRICT #8, OR  
SPRING RIVER SPECIAL ROAD DISTRICT, OR  
SPRINGFIELD UTILITY BOARD, OR  
ST. PAUL R.F.P.D., OR  
STANFIELD CEMETERY DISTRICT #6, OR  
STANFIELD IRRIGATION DISTRICT, OR  
STARR CREEK ROAD DISTRICT, OR  
STARWOOD SANITARY DISTRICT, OR  
STAYTON FIRE DISTRICT, OR  
SUBLIMITY FIRE DISTRICT, OR  
SUBURBAN EAST SALEM WATER DISTRICT, OR  
SUBURBAN LIGHTING DISTRICT, OR  
SUCCOR CREEK DISTRICT IMPROVEMENT  
COMPANY, OR  
SUMMER LAKE IRRIGATION DISTRICT, OR  
SUMMERVILLE CEMETERY MAINTENANCE  
DISTRICT, OR  
SUMNER R.F.P.D., OR  
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR  
SUNDOWN SANITATION DISTRICT, OR  
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR  
SUNNYSIDE IRRIGATION DISTRICT, OR  
SUNRISE WATER AUTHORITY, OR  
SUNRIVER SERVICE DISTRICT, OR  
SUNSET EMPIRE PARK & RECREATION DISTRICT,  
OR  
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR  
SURFLAND ROAD DISTRICT, OR  
SUTHERLIN VALLEY RECREATION DISTRICT, OR  
SUTHERLIN WATER CONTROL DISTRICT, OR  
SWALLEY IRRIGATION DISTRICT, OR  
SWEET HOME CEMETERY MAINTENANCE DISTRICT,  
OR  
SWEET HOME FIRE & AMBULANCE DISTRICT, OR  
SWISSHOME-DEADWOOD R.F.P.D., OR  
TABLE ROCK DISTRICT IMPROVEMENT COMPANY,  
OR  
TALENT IRRIGATION DISTRICT, OR  
TANGENT R.F.P.D., OR  
TENMILE R.F.P.D., OR  
TERREBONNE DOMESTIC WATER DISTRICT, OR

THE DALLES IRRIGATION DISTRICT, OR  
THOMAS CREEK-WESTSIDE R.F.P.D., OR  
THREE RIVERS RANCH ROAD DISTRICT, OR  
THREE SISTERS IRRIGATION DISTRICT, OR  
TIGARD TUALATIN AQUATIC DISTRICT, OR  
TIGARD WATER DISTRICT, OR  
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT,  
OR  
TILLAMOOK COUNTY EMERGENCY  
COMMUNICATIONS DISTRICT, OR  
TILLAMOOK COUNTY S.W.C.D., OR  
TILLAMOOK COUNTY TRANSPORTATION DISTRICT,  
OR  
TILLAMOOK FIRE DISTRICT, OR  
TILLAMOOK P.U.D., OR  
TILLER R.F.P.D., OR  
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY,  
OR  
TOLEDO R.F.P.D., OR  
TONE WATER DISTRICT, OR  
TOOLEY WATER DISTRICT, OR  
TRASK DRAINAGE DISTRICT, OR  
TRI CITY R.F.P.D. #4, OR  
TRI-CITY WATER & SANITARY AUTHORITY, OR  
TRI-COUNTY METROPOLITAN TRANSPORTATION  
DISTRICT OF OREGON  
TRIMET, OR  
TUALATIN HILLS PARK & RECREATION DISTRICT  
TUALATIN HILLS PARK & RECREATION DISTRICT,  
OR  
TUALATIN S.W.C.D., OR  
TUALATIN VALLEY FIRE & RESCUE  
TUALATIN VALLEY FIRE & RESCUE, OR  
TUALATIN VALLEY IRRIGATION DISTRICT, OR  
TUALATIN VALLEY WATER DISTRICT  
TUALATIN VALLEY WATER DISTRICT, OR  
TUMALO IRRIGATION DISTRICT, OR  
TURNER FIRE DISTRICT, OR  
TWIN ROCKS SANITARY DISTRICT, OR  
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR  
TWO RIVERS S.W.C.D., OR  
TWO RIVERS SPECIAL ROAD DISTRICT, OR  
TYGH VALLEY R.F.P.D., OR  
TYGH VALLEY WATER DISTRICT, OR  
UMATILLA COUNTY FIRE DISTRICT #1, OR  
UMATILLA COUNTY S.W.C.D., OR  
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT,  
OR  
UMATILLA HOSPITAL DISTRICT, OR  
UMATILLA R.F.P.D. #7-405, OR  
UMATILLA-MORROW RADIO AND DATA DISTRICT,  
OR  
UMPQUA S.W.C.D., OR  
UNION CEMETERY MAINTENANCE DISTRICT, OR  
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT,  
OR  
UNION COUNTY VECTOR CONTROL DISTRICT, OR  
UNION GAP SANITARY DISTRICT, OR  
UNION GAP WATER DISTRICT, OR  
UNION HEALTH DISTRICT, OR  
UNION R.F.P.D., OR  
UNION S.W.C.D., OR  
UNITY COMMUNITY PARK & RECREATION  
DISTRICT, OR  
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR  
UPPER MCKENZIE R.F.P.D., OR  
UPPER WILLAMETTE S.W.C.D., OR

VALE OREGON IRRIGATION DISTRICT, OR  
VALE RURAL FIRE PROTECTION DISTRICT, OR  
VALLEY ACRES SPECIAL ROAD DISTRICT, OR  
VALLEY VIEW CEMETERY MAINTENANCE  
DISTRICT, OR  
VALLEY VIEW WATER DISTRICT, OR  
VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR  
VERNONIA R.F.P.D., OR  
VINEYARD MOUNTAIN PARK & RECREATION  
DISTRICT, OR  
VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT,  
OR  
WALLA WALLA RIVER IRRIGATION DISTRICT, OR  
WALLOWA COUNTY HEALTH CARE DISTRICT, OR  
WALLOWA LAKE COUNTY SERVICE DISTRICT, OR  
WALLOWA LAKE IRRIGATION DISTRICT, OR  
WALLOWA LAKE R.F.P.D., OR  
WALLOWA S.W.C.D., OR  
WALLOWA VALLEY IMPROVEMENT DISTRICT #1,  
OR  
WAMIC R.F.P.D., OR  
WAMIC WATER & SANITARY AUTHORITY, OR  
WARMSPRINGS IRRIGATION DISTRICT, OR  
WASCO COUNTY S.W.C.D., OR  
WATER ENVIRONMENT SERVICES, OR  
WATER WONDERLAND IMPROVEMENT DISTRICT,  
OR  
WATERBURY & ALLEN DITCH IMPROVEMENT  
DISTRICT, OR  
WATSECO-BARVIEW WATER DISTRICT, OR  
WAUNA WATER DISTRICT, OR  
WEDDERBURN SANITARY DISTRICT, OR  
WEST EAGLE VALLEY WATER CONTROL DISTRICT,  
OR  
WEST EXTENSION IRRIGATION DISTRICT, OR  
WEST LABISH DRAINAGE & WATER CONTROL  
IMPROVEMENT DISTRICT, OR  
WEST MULTNOMAH S.W.C.D., OR  
WEST SIDE R.F.P.D., OR  
WEST SLOPE WATER DISTRICT, OR  
WEST UMATILLA MOSQUITO CONTROL DISTRICT,  
OR  
WEST VALLEY FIRE DISTRICT, OR  
WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR  
WESTERN LANE AMBULANCE DISTRICT, OR  
WESTLAND IRRIGATION DISTRICT, OR  
WESTON ATHENA MEMORIAL HALL PARK &  
RECREATION DISTRICT, OR  
WESTON CEMETERY DISTRICT #2, OR  
WESTPORT FIRE AND RESCUE, OR  
WESTRIDGE WATER SUPPLY CORPORATION, OR  
WESTWOOD HILLS ROAD DISTRICT, OR  
WESTWOOD VILLAGE ROAD DISTRICT, OR  
WHEELER S.W.C.D., OR  
WHITE RIVER HEALTH DISTRICT, OR  
WIARD MEMORIAL PARK DISTRICT, OR  
WICKIUP WATER DISTRICT, OR  
WILLAKENZIE R.F.P.D., OR  
WILLAMALANE PARK & RECREATION DISTRICT, OR  
WILLAMALANE PARK AND RECREATION DISTRICT  
WILLAMETTE HUMANE SOCIETY  
WILLAMETTE RIVER WATER COALITION, OR  
WILLIAMS R.F.P.D., OR  
WILLOW CREEK PARK DISTRICT, OR  
WILLOW DALE WATER DISTRICT, OR  
WILSON RIVER WATER DISTRICT, OR  
WINCHESTER BAY R.F.P.D., OR

WINCHESTER BAY SANITARY DISTRICT, OR  
WINCHUCK R.F.P.D., OR  
WINSTON-DILLARD R.F.P.D., OR  
WINSTON-DILLARD WATER DISTRICT, OR  
WOLF CREEK R.F.P.D., OR  
WOOD RIVER DISTRICT IMPROVEMENT COMPANY,  
OR  
WOODBURN R.F.P.D. NO. 6, OR  
WOODLAND PARK SPECIAL ROAD DISTRICT, OR  
WOODS ROAD DISTRICT, OR  
WRIGHT CREEK ROAD WATER IMPROVEMENT  
DISTRICT, OR  
WY'EAST FIRE DISTRICT, OR  
YACHATS R.F.P.D., OR  
YAMHILL COUNTY TRANSIT AREA, OR  
YAMHILL FIRE PROTECTION DISTRICT, OR  
YAMHILL SWCD, OR  
YONCALLA PARK & RECREATION DISTRICT, OR  
YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT,  
OR  
ZUMWALT R.F.P.D., OR

**K-12 INCLUDING BUT NOT LIMITED TO:**

ACADIA PARISH SCHOOL BOARD  
BEAVERTON SCHOOL DISTRICT  
BEND-LA PINE SCHOOL DISTRICT  
BOGALUSA HIGH SCHOOL, LA  
BOSSIER PARISH SCHOOL BOARD  
BROOKING HARBOR SCHOOL DISTRICT  
CADDO PARISH SCHOOL DISTRICT  
CALCASIEU PARISH SCHOOL DISTRICT  
CANBY SCHOOL DISTRICT  
CANYONVILLE CHRISTIAN ACADEMY  
CASCADE SCHOOL DISTRICT  
CASCADES ACADEMY OF CENTRAL OREGON  
CENTENNIAL SCHOOL DISTRICT  
CENTRAL CATHOLIC HIGH SCHOOL  
CENTRAL POINT SCHOOL DISTRICT NO.6  
CENTRAL SCHOOL DISTRICT 13J  
COOS BAY SCHOOL DISTRICT NO.9  
CORVALLIS SCHOOL DISTRICT 509J  
COUNTY OF YAMHILL SCHOOL DISTRICT 29  
CULVER SCHOOL DISTRICT  
DALLAS SCHOOL DISTRICT NO.2  
DAVID DOUGLAS SCHOOL DISTRICT  
DAYTON SCHOOL DISTRICT NO.8  
DE LA SALLE N CATHOLIC HS  
DESCHUTES COUNTY SCHOOL DISTRICT NO.6  
DOUGLAS EDUCATIONAL DISTRICT SERVICE  
DUFUR SCHOOL DISTRICT NO.29  
EAST BATON ROUGE PARISH SCHOOL DISTRICT  
ESTACADA SCHOOL DISTRICT NO.10B  
FOREST GROVE SCHOOL DISTRICT  
GEORGE MIDDLE SCHOOL  
GLADSTONE SCHOOL DISTRICT  
GRANTS PASS SCHOOL DISTRICT 7  
GREATER ALBANY PUBLIC SCHOOL DISTRICT  
GRESHAM BARLOW JOINT SCHOOL DISTRICT  
HEAD START OF LANE COUNTY  
HIGH DESERT EDUCATION SERVICE DISTRICT  
HILLSBORO SCHOOL DISTRICT  
HOOD RIVER COUNTY SCHOOL DISTRICT  
JACKSON CO SCHOOL DIST NO.9  
JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
JEFFERSON PARISH SCHOOL DISTRICT  
JEFFERSON SCHOOL DISTRICT  
JUNCTION CITY SCHOOLS, OR

KLAMATH COUNTY SCHOOL DISTRICT  
KLAMATH FALLS CITY SCHOOLS  
LAFAYETTE PARISH SCHOOL DISTRICT  
LAKE OSWEGO SCHOOL DISTRICT 7J  
LANE COUNTY SCHOOL DISTRICT 4J  
LINCOLN COUNTY SCHOOL DISTRICT  
LINN CO. SCHOOL DIST. 95C  
LIVINGSTON PARISH SCHOOL DISTRICT  
LOST RIVER JR/SR HIGH SCHOOL  
LOWELL SCHOOL DISTRICT NO.71  
MARION COUNTY SCHOOL DISTRICT  
MARION COUNTY SCHOOL DISTRICT 103  
MARIST HIGH SCHOOL, OR  
MCMINNVILLE SCHOOL DISTRICT NOAO  
MEDFORD SCHOOL DISTRICT 549C  
MITCH CHARTER SCHOOL  
MONROE SCHOOL DISTRICT NO.1J  
MORROW COUNTY SCHOOL DIST, OR  
MULTNOMAH EDUCATION SERVICE DISTRICT  
MULTISENSORY LEARNING ACADEMY  
MYRTLE PINT SCHOOL DISTRICT 41  
NEAH-KAH-NIE DISTRICT NO.56  
NEWBERG PUBLIC SCHOOLS  
NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
NOBEL LEARNING COMMUNITIES  
NORTH BEND SCHOOL DISTRICT 13  
NORTH CLACKAMAS SCHOOL DISTRICT  
NORTH DOUGLAS SCHOOL DISTRICT  
NORTH WASCO CITY SCHOOL DISTRICT 21  
NORTHWEST REGIONAL EDUCATION SERVICE  
DISTRICT  
ONTARIO MIDDLE SCHOOL  
OREGON TRAIL SCHOOL DISTRICT NOA6  
ORLEANS PARISH SCHOOL DISTRICT  
PHOENIX-TALENT SCHOOL DISTRICT NOA  
PLEASANT HILL SCHOOL DISTRICT  
PORTLAND JEWISH ACADEMY  
PORTLAND PUBLIC SCHOOLS  
RAPIDES PARISH SCHOOL DISTRICT  
REDMOND SCHOOL DISTRICT  
REYNOLDS SCHOOL DISTRICT  
ROGUE RIVER SCHOOL DISTRICT  
ROSEBURG PUBLIC SCHOOLS  
SCAPPOOSE SCHOOL DISTRICT 1J  
SAINT TAMMANY PARISH SCHOOL BOARD, LA  
SEASIDE SCHOOL DISTRICT 10  
SHERWOOD SCHOOL DISTRICT 88J  
SILVER FALLS SCHOOL DISTRICT 4J  
SOUTH LANE SCHOOL DISTRICT 45J3  
SOUTHERN OREGON EDUCATION SERVICE  
DISTRICT  
SPRINGFIELD PUBLIC SCHOOLS  
SUTHERLIN SCHOOL DISTRICT  
SWEET HOME SCHOOL DISTRICT NO.55  
TERREBONNE PARISH SCHOOL DISTRICT  
THE CATLIN GABEL SCHOOL  
TIGARD-TUALATIN SCHOOL DISTRICT  
UMATILLA MORROW ESD  
WEST LINN WILSONVILLE SCHOOL DISTRICT  
WILLAMETTE EDUCATION SERVICE DISTRICT  
WOODBURN SCHOOL DISTRICT  
YONCALLA SCHOOL DISTRICT  
ACADEMY FOR MATH ENGINEERING & SCIENCE  
(AMES), UT  
ALIANZA ACADEMY, UT  
ALPINE DISTRICT, UT  
AMERICAN LEADERSHIP ACADEMY, UT

AMERICAN PREPARATORY ACADEMY, UT  
BAER CANYON HIGH SCHOOL FOR SPORTS &  
MEDICAL SCIENCES, UT  
BEAR RIVER CHARTER SCHOOL, UT  
BEAVER SCHOOL DISTRICT, UT  
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY  
(BSTA) , UT  
BOX ELDER SCHOOL DISTRICT, UT  
CBA CENTER, UT  
CACHE SCHOOL DISTRICT, UT  
CANYON RIM ACADEMY, UT  
CANYONS DISTRICT, UT  
CARBON SCHOOL DISTRICT, UT  
CHANNING HALL, UT  
CHARTER SCHOOL LEWIS ACADEMY, UT  
CITY ACADEMY, UT  
DAGGETT SCHOOL DISTRICT, UT  
DAVINCI ACADEMY, UT  
DAVIS DISTRICT, UT  
DUAL IMMERSION ACADEMY, UT  
DUCHESNE SCHOOL DISTRICT, UT  
EARLY LIGHT ACADEMY AT DAYBREAK, UT  
EAST HOLLYWOOD HIGH, UT  
EDITH BOWEN LABORATORY SCHOOL, UT  
EMERSON ALCOTT ACADEMY, UT  
EMERY SCHOOL DISTRICT, UT  
ENTHEOS ACADEMY, UT  
EXCELSIOR ACADEMY, UT  
FAST FORWARD HIGH, UT  
FREEDOM ACADEMY, UT  
GARFIELD SCHOOL DISTRICT, UT  
GATEWAY PREPARATORY ACADEMY, UT  
GEORGE WASHINGTON ACADEMY, UT  
GOOD FOUNDATION ACADEMY, UT  
GRAND SCHOOL DISTRICT, UT  
GRANITE DISTRICT, UT  
GUADALUPE SCHOOL, UT  
HAWTHORN ACADEMY, UT  
INTECH COLLEGIATE HIGH SCHOOL, UT  
IRON SCHOOL DISTRICT, UT  
ITINERIS EARLY COLLEGE HIGH, UT  
JOHN HANCOCK CHARTER SCHOOL, UT  
JORDAN DISTRICT, UT  
JUAB SCHOOL DISTRICT, UT  
KANE SCHOOL DISTRICT, UT  
KARL G MAESER PREPARATORY ACADEMY, UT  
LAKEVIEW ACADEMY, UT  
LEGACY PREPARATORY ACADEMY, UT  
LIBERTY ACADEMY, UT  
LINCOLN ACADEMY, UT  
LOGAN SCHOOL DISTRICT, UT  
MARIA MONTESSORI ACADEMY, UT  
MERIT COLLEGE PREPARATORY ACADEMY, UT  
MILLARD SCHOOL DISTRICT, UT  
MOAB CHARTER SCHOOL, UT  
MONTICELLO ACADEMY, UT  
MORGAN SCHOOL DISTRICT, UT  
MOUNTAINVILLE ACADEMY, UT  
MURRAY SCHOOL DISTRICT, UT  
NAVIGATOR POINTE ACADEMY, UT  
NEBO SCHOOL DISTRICT, UT  
NO UT ACAD FOR MATH ENGINEERING & SCIENCE  
(NUAMES), UT  
NOAH WEBSTER ACADEMY, UT  
NORTH DAVIS PREPARATORY ACADEMY, UT  
NORTH SANPETE SCHOOL DISTRICT, UT  
NORTH STAR ACADEMY, UT

NORTH SUMMIT SCHOOL DISTRICT, UT  
ODYSSEY CHARTER SCHOOL, UT  
OGDEN PREPARATORY ACADEMY, UT  
OGDEN SCHOOL DISTRICT, UT  
OPEN CLASSROOM, UT  
OPEN HIGH SCHOOL OF UTAH, UT  
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT  
PARADIGM HIGH SCHOOL, UT  
PARK CITY SCHOOL DISTRICT, UT  
PINNACLE CANYON ACADEMY, UT  
PIUTE SCHOOL DISTRICT, UT  
PROVIDENCE HALL, UT  
PROVO SCHOOL DISTRICT, UT  
QUAIL RUN PRIMARY SCHOOL, UT  
QUEST ACADEMY, UT  
RANCHES ACADEMY, UT  
REAGAN ACADEMY, UT  
RENAISSANCE ACADEMY, UT  
RICH SCHOOL DISTRICT, UT  
ROCKWELL CHARTER HIGH SCHOOL, UT  
SALT LAKE ARTS ACADEMY, UT  
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT  
SALT LAKE SCHOOL DISTRICT, UT  
SALT LAKE SCHOOL FOR THE PERFORMING ARTS,  
UT  
SAN JUAN SCHOOL DISTRICT, UT  
SEVIER SCHOOL DISTRICT, UT  
SOLDIER HOLLOW CHARTER SCHOOL, UT  
SOUTH SANPETE SCHOOL DISTRICT, UT  
SOUTH SUMMIT SCHOOL DISTRICT, UT  
SPECTRUM ACADEMY, UT  
SUCCESS ACADEMY, UT  
SUCCESS SCHOOL, UT  
SUMMIT ACADEMY, UT  
SUMMIT ACADEMY HIGH SCHOOL, UT  
SYRACUSE ARTS ACADEMY, UT  
THOMAS EDISON - NORTH, UT  
TIMPANOGOS ACADEMY, UT  
TINTIC SCHOOL DISTRICT, UT  
TOOELE SCHOOL DISTRICT, UT  
TUACAHN HIGH SCHOOL FOR THE PERFORMING  
ARTS, UT  
UINTAH RIVER HIGH, UT  
UINTAH SCHOOL DISTRICT, UT  
UTAH CONNECTIONS ACADEMY, UT  
UTAH COUNTY ACADEMY OF SCIENCE, UT  
UTAH ELECTRONIC HIGH SCHOOL, UT  
UTAH SCHOOLS FOR DEAF & BLIND, UT  
UTAH STATE OFFICE OF EDUCATION, UT  
UTAH VIRTUAL ACADEMY, UT  
VENTURE ACADEMY, UT  
VISTA AT ENTRADA SCHOOL OF PERFORMING  
ARTS AND TECHNOLOGY, UT  
WALDEN SCHOOL OF LIBERAL ARTS, UT  
WASATCH PEAK ACADEMY, UT  
WASATCH SCHOOL DISTRICT, UT  
WASHINGTON SCHOOL DISTRICT, UT  
WAYNE SCHOOL DISTRICT, UT  
WEBER SCHOOL DISTRICT, UT  
WEILENMANN SCHOOL OF DISCOVERY, UT

#### **HIGHER EDUCATION**

ARGOSY UNIVERSITY  
BATON ROUGE COMMUNITY COLLEGE, LA  
BIRTHINGWAY COLLEGE OF MIDWIFERY  
BLUE MOUNTAIN COMMUNITY COLLEGE  
BRIGHAM YOUNG UNIVERSITY - HAWAII

CENTRAL OREGON COMMUNITY COLLEGE  
CENTENARY COLLEGE OF LOUISIANA  
CHEMEKETA COMMUNITY COLLEGE  
CLACKAMAS COMMUNITY COLLEGE  
COLLEGE OF THE MARSHALL ISLANDS  
COLUMBIA GORGE COMMUNITY COLLEGE  
CONCORDIA UNIVERSITY  
GEORGE FOX UNIVERSITY  
KLAMATH COMMUNITY COLLEGE DISTRICT  
LANE COMMUNITY COLLEGE  
LEWIS AND CLARK COLLEGE  
LINFIELD COLLEGE  
LINN-BENTON COMMUNITY COLLEGE  
LOUISIANA COLLEGE, LA  
LOUISIANA STATE UNIVERSITY  
LOUISIANA STATE UNIVERSITY HEALTH SERVICES  
MARYLHURST UNIVERSITY  
MT. HOOD COMMUNITY COLLEGE  
MULTNOMAH BIBLE COLLEGE  
NATIONAL COLLEGE OF NATURAL MEDICINE  
NORTHWEST CHRISTIAN COLLEGE  
OREGON HEALTH AND SCIENCE UNIVERSITY  
OREGON INSTITUTE OF TECHNOLOGY  
OREGON STATE UNIVERSITY  
OREGON UNIVERSITY SYSTEM  
PACIFIC UNIVERSITY  
PIONEER PACIFIC COLLEGE  
PORTLAND COMMUNITY COLLEGE  
PORTLAND STATE UNIVERSITY  
REED COLLEGE  
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII  
ROGUE COMMUNITY COLLEGE  
SOUTHEASTERN LOUISIANA UNIVERSITY  
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)  
SOUTHWESTERN OREGON COMMUNITY COLLEGE  
TULANE UNIVERSITY  
TILLAMOOK BAY COMMUNITY COLLEGE  
UMPQUA COMMUNITY COLLEGE  
UNIVERSITY OF HAWAII BOARD OF REGENTS  
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE  
UNIVERSITY OF OREGON-GRADUATE SCHOOL  
UNIVERSITY OF PORTLAND  
UNIVERSITY OF NEW ORLEANS  
WESTERN OREGON UNIVERSITY  
WESTERN STATES CHIROPRACTIC COLLEGE  
WILLAMETTE UNIVERSITY  
XAVIER UNIVERSITY  
UTAH SYSTEM OF HIGHER EDUCATION, UT  
UNIVERSITY OF UTAH, UT  
UTAH STATE UNIVERSITY, UT  
WEBER STATE UNIVERSITY, UT  
SOUTHERN UTAH UNIVERSITY, UT  
SNOW COLLEGE, UT  
DIXIE STATE COLLEGE, UT  
COLLEGE OF EASTERN UTAH, UT  
UTAH VALLEY UNIVERSITY, UT  
SALT LAKE COMMUNITY COLLEGE, UT  
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

HAWAII HEALTH SYSTEMS CORPORATION  
OFFICE OF MEDICAL ASSISTANCE PROGRAMS  
OFFICE OF THE STATE TREASURER  
OREGON BOARD OF ARCHITECTS  
OREGON CHILD DEVELOPMENT COALITION  
OREGON DEPARTMENT OF EDUCATION  
OREGON DEPARTMENT OF FORESTRY  
OREGON DEPT OF TRANSPORTATION  
OREGON DEPT. OF EDUCATION  
OREGON LOTTERY  
OREGON OFFICE OF ENERGY  
OREGON STATE BOARD OF NURSING  
OREGON STATE DEPT OF CORRECTIONS  
OREGON STATE POLICE  
OREGON TOURISM COMMISSION  
OREGON TRAVEL INFORMATION COUNCIL  
SANTIAM CANYON COMMUNICATION CENTER  
SEIU LOCAL 503, OPEU  
SOH- JUDICIARY CONTRACTS AND PURCH  
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII  
STATE OF HAWAII  
STATE OF HAWAII, DEPT. OF EDUCATION  
STATE OF LOUISIANA  
STATE OF LOUISIANA DEPT. OF EDUCATION  
STATE OF LOUISIANA, 26<sup>TH</sup> JUDICIAL DISTRICT  
ATTORNEY  
STATE OF UTAH

**STATE AGENCIES**

ADMIN. SERVICES OFFICE  
BOARD OF MEDICAL EXAMINERS  
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY  
HAWAII DEPARTMENT OF TRANSPORTATION



## Tab 4 – Qualification and Experience

### c) Qualification and Experience

- i. Provide a brief history of the Offeror, including year it was established and corporate office location.

#### **Response:**

HP Inc. (HP) is a leading global provider of personal computing, imaging and printing products, and related technologies, solutions, and services. Our mission is to engineer experiences that amaze each and every one of our customers—from large enterprises, including government, health, and education sector customers, to Small- and Medium-sized Businesses and individual consumers.

HP is headquartered in Palo Alto, California and has approximately 55,000 employees worldwide, providing sales and services in more than 170 countries.

#### **HP Fast Facts**



Headquarters  
Palo Alto, CA



Approx. 55,000  
employees



Net Revenue  
\$58.7 Billion



R&D Budget  
\$1.4 Billion

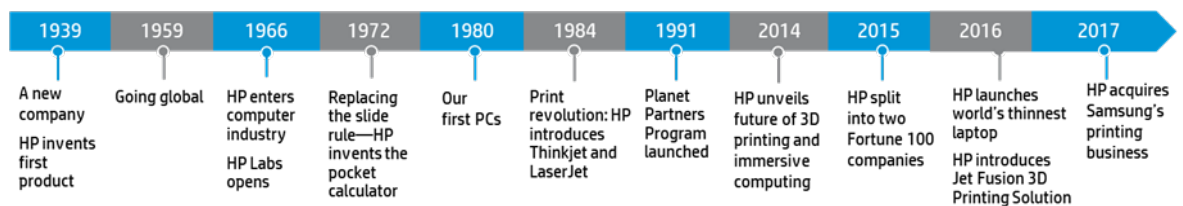


Operations in over  
170 Countries

#### **The Story of HP**

HP's story began in a garage in Palo Alto, California where two visionaries, Bill Hewlett and Dave Packard, started a business that sparked the Silicon Valley. HP was founded in 1939 and reinvented November 1, 2015 with the completed separation from Hewlett Packard Enterprise. At HP, reinvention is the never-ending quest to develop transformative technology that powers our communities and helps to shape the world. From garage startup to a global powerhouse, HP has a long history of innovating to improve lives and transform industries.

#### **Key Dates in Our History**



With 80+ years of innovations in technology, HP continues to lead the industry. From the creation of the first pocket scientific calculator to the world's first production-ready 3D printing system, HP is always looking ahead. In an ever-changing, connected world, HP has changed not only the face of technology but also the way an entire industry views its commitments to people, customers, communities, and the world.



ii. Describe Offeror's reputation in the marketplace.

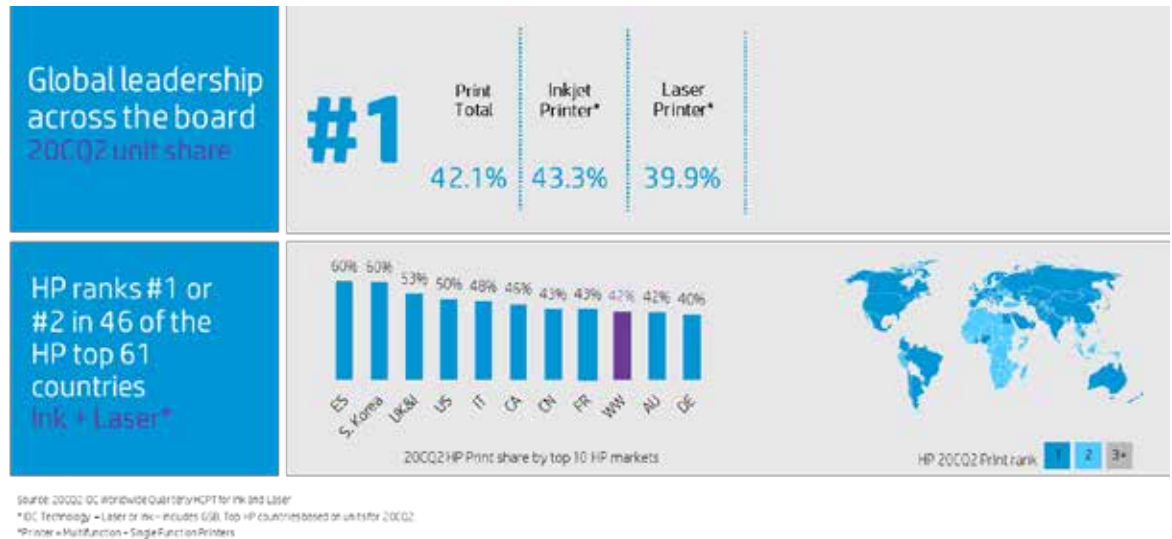
**Response:**

HP's market leadership spans commercial and consumer solution areas. With a No. 1 or No. 2 market share ranking in many key IT product categories, HP holds a formidable competitive position that is unmatched in the industry. The following charts summarize HP's market leadership position in commercial personal systems and printing.

**Figure 8. Global leadership in major personal systems categories**



**Figure 9. Global leadership in major printing categories**



Throughout our long history of technological advancement and market prominence, HP has outperformed competitors by listening to the needs of our customers. We continue this focus, committed to maintaining our market leadership well into the future.



iii. Describe Offeror's reputation of products and services in the marketplace.

**Response:**

When it comes to quality, HP's goal is to deliver exceptional products along with an astounding customer experience for our customers at home, at work, and on the go. HP seeks to be an industry leader in quality and customer experience.

HP's Quality Policy, as adopted by Enrique Lores, HP Inc. CEO:

*"At HP, quality matters and it's everyone's responsibility. We are committed to continually improving the quality of our products and services. And we deliver an exceptional customer experience by meeting requirements and embedding quality in everything we do."*

<sup>3</sup>/<sub>4</sub> Enrique Lores, HP Inc. CEO

Underlying this statement are the following beliefs:

- Our continued success depends on increased customer loyalty.
- Listening to customers to truly understand their needs, then delivering solutions that translate into customer success is essential to maintaining customer loyalty.
- Competitive total cost of ownership, quality, inventiveness, and the way we do business drive customer loyalty.

HP has a longstanding commitment to quality and customer satisfaction that earns widespread recognition from customers, trade publications, and industry associations. An acknowledged leader across a spectrum of IT products and services, the growth and success of HP reflect the extraordinary loyalty of over one billion customers worldwide.

HP's market leadership spans commercial and consumer solution areas. With a No. 1 or No. 2 market share ranking in many key IT product categories, HP holds a formidable competitive position that is unmatched in the industry.

In addition to HP's No. 1 or No. 2 market share rankings, HP Support is Certified as Rated Outstanding by Technology Services Industry Association.<sup>19</sup> HP meets the highest industry support standards and is focused on customers. Customers can rely on HP to deliver superior technical customer support effectively through multiple delivery channels: phone, email, chat, and onsite support.

To receive this TSIA certification, HP participated in a rigorous onsite audit process that evaluated over 200 best practices for delivering industry-leading customer support. The comprehensive audit process was developed by over 50 leading technology companies.

iv. Describe the experience and qualification of key employees.

**Response:**

HP has over 200 sales team members that will be responsible to support Public Agencies through the US utilizing an awarded contract. Listed below are the key employees managing the contract:

**Debra Lee**

Director, Contract Sales Management

847-537-0344

[debra.lee@hp.com](mailto:debra.lee@hp.com)

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<sup>19</sup> <https://www.tsia.com/certifications-and-awards/tsia-certified-companies>



Debra has been with HP Inc. for 25 years, specifically focused on State and Local Government and Education (SLED). Starting as a Sales Program Manager handling marketing and promotions at Digital, and after the Compaq acquisition of Digital, Debra moved into the Contract Manager position at Compaq negotiating and managing contracts. In 2004, Debra took a role as Contract Program Manager managing contracts and serving as team lead, training sales and other team members how to do business with SLED customers, and subsequently moved to a Director role in 2015. Debra's passion and dedication can be seen in her day-to-day activities, ensuring compliance with contracts, top performance and excellent customer satisfaction for Public Agencies. Agencies that reach out to Debra or someone on her team will receive a prompt response and resolution to their satisfaction.

Debra has spent more than 30 years in the industry specifically supporting SLED, working in many different roles through her career and learning the industry operations from beginning to end, providing her the ability to have the knowledge, leadership and problem-solving skills to quickly resolve any issue that may arise. Debra has also managed government and cooperative contracts for over 18 years and continues to learn from the best teachers and mentors in the industry, procurement officials.

Debra graduated with a B.S. degree in Communications from Trinity International University.

**Elizabeth Leach**

Contract Sales Manager

501-849-4740 (cell)

[Elizabeth.leach@hp.com](mailto:Elizabeth.leach@hp.com)

Elizabeth has been with HP Inc. for almost two (2) years. Not only is she familiar with SLED and managing cooperative contracts, she has over 10 years' experience in State Government. Her industry experience began in 2008 with Hewlett-Packard Company as a Technology Services Sales Support Specialist, later transitioning into the role of Presales Consultant in Sales Operations. In November 2012, she moved to the Americas Contracts Operations Team as a Contract Administrator, where she led support for one of HP's largest SLED cooperative contracts. In 2015, as a result of the Hewlett-Packard company separation, Elizabeth stepped into the role of Project Manager for Medicaid Title 19 with DXC Technology, a company created by a merger between Hewlett Packard Enterprise Services and CSC. She maintained that position until she began her current role with HP Inc. as Contract Sales Manager.

As part of HP's commitment to the Region 4 ESC/OMNIA Partners contract, HP will continue to provide the support of the contract management team to ensure compliance, customer satisfaction and a single point of contact for escalations and emergencies. The team draws upon many resources within HP to support this contract if needed.

The assigned HP Contract Sales Manager's role is to address tactical and strategic issues directly with the designated key contact at Region 4 ESC/OMNIA Partners and a Public Agency covering an awarded and executed contract. The following is a summary of select roles assigned to support this contract through an assigned team, state-by-state, on an awarded and executed contract.



**Table 8. Region 4 ESC/OMNIA Partners Assigned Team**

Assigned Team	
State and Local Government and Education (SLED) Contract Sales Management Team	The SLED Contract Sales Manager (CSM) is the post-award management lead for implementation of the Vendor Contract and the primary HP interface with the assigned Contract Procurement Officer. The CSM manages the contract to ensure compliance with terms and conditions and acts as the escalation point of contact.
Territory Account Manager (AM)	The AM is the primary point of contact for Participating Agencies and works closely with the Inside Sales Manager and Participating Agencies on special pricing requests, availability of new product, and roadmaps. The AM engages corporate resources as a "Customer Advocate."
Inside Account Manager	The Inside Account Manager is a member of the area sales team and serves as the point of contact for quotes and product information when the Account Manager is unavailable, and also handles problem resolution, demonstration equipment requests, and product availability and delivery questions.
Order Management and Customer Services Representative (CSR)	There are two roles in Order Management: Order Entry and Customer Service. The Customer Service Representative is the initial point of contact for post-sales issues (order status, delivery, billing, product return and replacement, product transitions, warranty issues). The CSR is the primary contact for internal HP departments that are involved in processing orders. The CSR oversees fulfillment activities from order entry and acceptance to invoicing and delivery.
Technical Solution Architect (SA)	The SA assists the Account Manager and customer on a consultative basis for project and technology planning. In addition, the SA acts as an escalation point for technical issues and trends.
Management for each team above	Vice Presidents, Directors and Managers of all levels are points of contact that work closely with their teams on escalations and quality improvement processes to ensure customer satisfaction and contract compliance.
Public Sector Channel/Partner Management & State Program Management team	The Vice President and partner program management team work closely with the Account Manager and Contract Sales Manager on program improvements, partner bulletins, escalations, and training to ensure compliance for approved reseller agents and subcontractors.
e-Business Consultant (website)	The eBusiness Consultant works with the customer to develop an electronic purchasing process that best suits the customer's needs. This solution may be a website or integration into the customer's eProcurement tool. This team member works closely with the Contract Sales Manager to ensure the site meets contract compliance.
Technical Support	Available 24 hours per day, 365 days per year.





Assigned Team	
Reseller Agents	HP Reseller Agents are local specialists who can provide Public Agencies with expert advice, guidance to customize solutions for specific technology needs, pre- and post-sales support, and customer service support. Agents work closely with HP team members to ensure the highest level of customer satisfaction.
Fulfillment Subcontractors	Subcontractors may be assigned to support product purchase transactions only as approved by HP and Region 4 ESC/OMNIA Partners and the participating agency to accept purchase orders, fulfill, ship and invoice the Public Agency directly. Subcontractors are local specialists who support Public Agencies with their technology needs for support and sales. Subcontractors are required to meet the terms of the contract and work closely with the assigned HP Partner Program Manager. The HP Contract Sales Manager works closely with the Partner Program Manager and is involved in many of the partner reviews as needed to ensure the highest quality of customer satisfaction.
Service Subcontractors (Services only – PO to HP only)	Subcontractors may be used to handle customized service offerings as a normal course of business, which can include and is not limited to installation, image loads, asset tags and additional deployment services. The servicing subcontractor works closely with HP team members, and all services are purchased directly from HP.
HP Authorized Service Providers (ASP)	An ASP provides an agency with expert warranty repairs by highly trained service engineers that are fully accountable and have direct access to HP spare parts and technical information.

HP views the Contract Sales Management Team as a dynamic entity flexible to meet the special demands of the contract and each Participating Agency. Because contract management is critical to the continued success of this contract, HP has assigned a primary contact and the support of the entire Contract Sales Management Team to cover each agency's specific needs and deliverables.

In addition to this team, the U.S. SLED organization is available to support the contract, from senior management to operations.

v. Describe Offeror's experience working with the government sector.

**Response:**

HP has a rich technological heritage, strengthened with the cumulative knowledge that we have developed in delivering government and education solutions. In fact, we have more than 40 years of experience with the public sector, in the form of best practices, services, and solutions that have been developed for customers around the world.

For more than 70 years, HP has helped public-sector customers in government, health care, and education achieve the highest possible levels of operational excellence and service delivery. Moreover, HP has institutionalized our best practices to provide consistent high-quality performance in all environments.

vi. Describe in detail what level of assistance will be provided to a Participating Agency to secure e-rate funding. Identify how much effort will be required in



obtaining this funding. Specify the services available to the agency for project planning, specialized program assistance, and other services provided to the agency dealing with the e-rate program.

**Response:**

HP has not proposed products or services that are E-rate certified or funded.

vii. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

**Response:**

**Litigation**

As a large corporation with operations around the world, HP participates in legal proceedings in the ordinary course of its business conducted by a wide variety of government authorities. As a public company subject to U.S. SEC and related reporting obligations, HP routinely discloses those dispute matters, which may be of a more material nature. HP's financial filings with the SEC can be accessed at the following website: <http://h30261.www3.hp.com/phoenix.zhtml?c=71087&p=irol-sec>, and the "Litigation and Contingencies" section of HP's Annual Reports will provide detailed information.

However, HP is not aware of any dispute or investigation that may have a material adverse effect on the HP's ability to provide the products and services requested.

**Bankruptcy**

HP has never been, and is not currently involved, in bankruptcy or insolvency proceedings related to HP.

viii. Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

**Response:**

Please refer to section **a. References** below for HP's 14 references.

ix. Provide any additional information relevant to this section.

**Response:**

HP has received the following experience and quality-related awards:

- #9 in the Tech Industry in the Brand Intimacy Study from MBLM<sup>20</sup>
- World's Most Ethical Companies list from Ethisphere<sup>21</sup>
- STAR Award in the Innovation in Expand Selling category from the Technology & Services Industry Association<sup>22</sup>
- Corporate Social Responsibility Award from the ITI Industry Awards Program<sup>23</sup>
- #2 on the KnowTheChain 2020 Information Communications and Technology (ICT) Benchmark<sup>24</sup>

<sup>20</sup> Source: <https://mblm.com/lab/ranking-tool/>

<sup>21</sup> Source: <https://www.worldsmoethicalcompanies.com/honorees/>

<sup>22</sup> Source: <https://www.tsia.com/certifications-and-awards/star-awards/tsia-star-award-winners>

<sup>23</sup> Source: <https://www.itic.org/news-events/news-releases/iti-names-five-technology-leaders-in-its-first-annual-industry-awards-program>

<sup>24</sup> Source: [https://knowthechain.org/wp-content/uploads/2020\\_KTC\\_ICT\\_Scorecard\\_HP.pdf](https://knowthechain.org/wp-content/uploads/2020_KTC_ICT_Scorecard_HP.pdf)



## a. References

**Table 9. HP References for Region 4 ESC/OMNIA Partners**

References	
<b>Reference #1</b>	
Entity Name	Silver Valley Unified School District
Contact Name and Title	Robert Saffel, Director of Technology Services
City and State	Yermo, CA
Phone Number	(760) 254-1350
Email	<a href="mailto:rsaffel@Svusdk12.net">rsaffel@Svusdk12.net</a>
Years Served	10 years
Description of Services	Imaging assistance, Managed Print, and Care Packs
Annual Volume <sup>25</sup>	See Footnote 1
<b>Reference #2</b>	
Entity Name	Des Moines Public Schools
Contact Name and Title	Dan Warren, Director of IT
City and State	Des Moines, IA
Phone Number	515-242-8192
Email	<a href="mailto:danny.warren@dmschools.org">danny.warren@dmschools.org</a>
Years Served	11+ years
Description of Services	Des Moines Public Schools purchased 10,000 HP notebooks. In addition, they use HP notebooks for both students and staff labs.
Annual Volume <sup>25</sup>	See Footnote 1
<b>Reference #3</b>	
Entity Name	Partnership to Uplift Communities
Contact Name and Title	Edgar Chavez, Information Technology Director
City and State	Burbank, CA
Phone Number	818-478-2122
Email	<a href="mailto:e.chavez@pucnational.org">e.chavez@pucnational.org</a>
Years Served	10 years
Description of Services	Imaging assistance, Care Packs, and configuration assistance
Annual Volume <sup>25</sup>	See Footnote 1
<b>Reference #4</b>	
Entity Name	Snowline Joint Unified School District
Contact Name and Title	Rick Hernandez, Director of Technology
City and State	Phelan, CA
Phone Number	760-868-5817, extension 10712
Email	<a href="mailto:rick_hernandez@snowlineschools.com">rick_hernandez@snowlineschools.com</a>

<sup>25</sup> HP considers the annual contract volume for all of our customers as confidential and proprietary information, which is not available for public disclosure, though may be available upon request.



References	
Years Served	10 years
Description of Services	Imaging assistance, Care Packs, and HP School Pack assistance
Annual Volume <sup>25</sup>	See Footnote 1
<b>Reference #5</b>	
Entity Name	Bryant University
Contact Name and Title	Jared Teixeira, Laptop Central Supervisor
City and State	Smithfield, RI
Phone Number	401-232-6227
Email	<a href="mailto:jteixeira1@bryant.edu">jteixeira1@bryant.edu</a>
Years Served	3 years
Description of Services	Direct order placement, imaging and asset tagging, and provide an Account Operations Manager
Annual Volume <sup>25</sup>	See Footnote 1
<b>Reference #6</b>	
Entity Name	State of Indiana
Contact Name and Title	John Helmer, Senior Account Manager
City and State	Indianapolis, IN
Phone Number	317-234-6443
Email	<a href="mailto:JHelmer@idoa.IN.gov">JHelmer@idoa.IN.gov</a>
Years Served	7 years
Description of Services	Desktops, laptops, printers, and peripherals
Annual Volume <sup>25</sup>	See Footnote 1
<b>Reference #7</b>	
Entity Name	Sunnyside Unified School District
Contact Name and Title	Javier Baca, Vice President of Technology
City and State	Tucson, AZ
Phone Number	520-545-2062
Email	<a href="mailto:JavierB@susd12.org">JavierB@susd12.org</a>
Years Served	12 years
Description of Services	50,000 Mobility Devices (Chromebook and EliteBook Folio)
Annual Volume <sup>25</sup>	See Footnote 1
<b>Reference #8</b>	
Entity Name	Snohomish County PUD
Contact Name and Title	Kim Witt - Infrastructure Systems Analyst
City and State	Everett, WA
Phone Number	425-783-8526
Email	<a href="mailto:KWITT@snopud.com">KWITT@snopud.com</a>
Years Served	4+ years
Description of Services	BIOS Asset Tagging Service
Annual Volume <sup>25</sup>	See Footnote 1



References	
<b>Reference #9</b>	
Entity Name	Northern Light Health
Contact Name and Title	Michael Corbett, AVP Information Systems
City and State	Brewer, ME
Phone Number	207-973-8950
Email	<a href="mailto:mcorbett@northernlight.org">mcorbett@northernlight.org</a>
Years Served	2.5 years
Description of Services	Device as a Service – Procurement of devices, device life cycle, asset tagging, fleet maintenance, analytics, usage management, and project management.
Annual Volume <sup>25</sup>	See Footnote 1
<b>Reference #10</b>	
Entity Name	Minneapolis Public Schools
Contact Name and Title	Mason Campbell, Manager, IT
City and State	Minneapolis, MN
Phone Number	612-231-7046
Email	<a href="mailto:mason.campbell@mpls.k12.mn.us">mason.campbell@mpls.k12.mn.us</a>
Years Served	10 years
Description of Services	Care Packs – uplifted and extended warranty
Annual Volume <sup>25</sup>	See Footnote 1
<b>Reference #11</b>	
Entity Name	Independent School District 279 - Osseo Area Schools
Contact Name and Title	Jay Durbin, Technical Support Services Coordinator
City and State	Maple Grove, MN
Phone Number	763-391-7185, extension 27185
Email	<a href="mailto:DurbinJ@district279.org">DurbinJ@district279.org</a>
Years Served	15 years
Description of Services	Care Packs – uplifted and extended warranty
Annual Volume <sup>25</sup>	See Footnote 1
<b>Reference #12</b>	
Entity Name	California State University Monterey Bay
Contact Name and Title	Henry Simpson, Director of Technology Support Services
City and State	Seaside, CA
Phone Number	831-582-3892
Email	<a href="mailto:hsimpson@csumb.edu">hsimpson@csumb.edu</a>
Years Served	20+ years
Description of Services	Approximately 1,500 units and Care Pack services
Annual Volume <sup>25</sup>	See Footnote 1





References	
<b>Reference #13</b>	
Entity Name	PA Leadership Charter School
Contact Name and Title	Mark Murray, IT Director
City and State	West Chester, PA
Phone Number	610-701-3333, extension 1980
Email	<a href="mailto:mmurray@palcs.org">mmurray@palcs.org</a>
Years Serviced	4 years
Description of Services	2,000 – 3,000 notebooks with Accidental Damage Coverage Care Packs
Annual Volume <sup>25</sup>	See Footnote 1
<b>Reference #14</b>	
Entity Name	Hennepin County
Contact Name and Title	Marc Artmann, Senior Accountant – Hardware Asset Management
City and State	Minneapolis, MN
Phone Number	612-543-4137
Email	<a href="mailto:Marc.Artmann@hennepin.us">Marc.Artmann@hennepin.us</a>
Years Serviced	10 years
Description of Services	Asset tagging and Auto Pilot enrollment
Annual Volume <sup>25</sup>	See Footnote 1



## Tab 5 – Value Add

d) Value Add

- i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

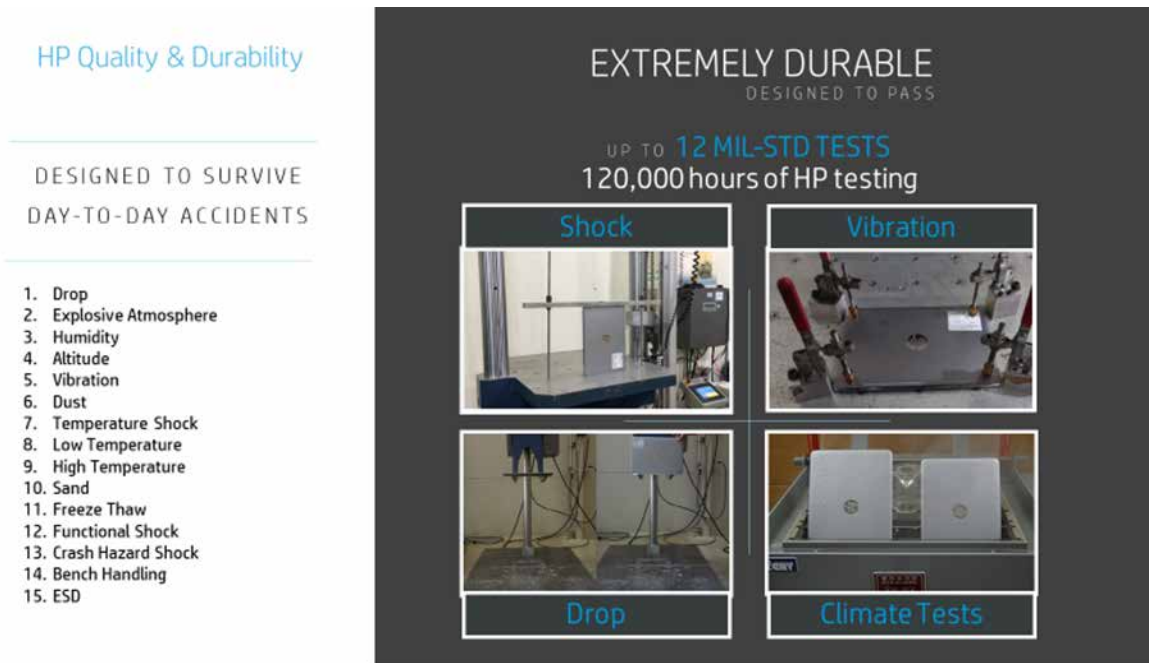
**Response:**

**Figure 10. HP Leads By Example with Bigtime Strides In Sustainability**

*Forbes July 3, 2020*



**Figure 11. HP Quality and Durable Products**



**Figure 8. (continued) HP Quality and Durable Products**

HP SURE START <small>with Runtime Intrusion Protection</small>	HP SURE RUN	HP SURE RECOVER	HP SURE CLICK	HP SURE VIEW
<p>The world's first <b>SELF-HEALING BIOS</b>. Others can detect, but HP Sure Start can <b>RECOVER</b>.  <b>SURE ADMIN</b>  <b>HP MULTIFACTOR AUTHENTICATION</b></p>	<p>Built-in <b>HARDWARE-ENFORCED RUNTIME PERSISTENCE</b> for your PC's key security processes.  <b>SURE SENSE - AI</b></p>	<p><b>SECURE AND AUTOMATED RECOVERY</b> on the world's first and only PCs with a firmware-embedded self-healing system image<sup>28</sup></p>	<p><b>SECURE WEB BROWSING</b> to protect against most common attack methods and attachment viewing</p>	<p>Protect against <b>INTEGRATED PRIVACY SCREEN</b>  <b>TAMPER LOCK</b>  <b>HP PRIVACY CAMERA</b>  <b>HP SURE SHUTTER</b></p>
<b>HARDWARE-ENFORCED RESILIENCE AGAINST...</b>				
<p>BIOS Rootkits like <b>LoJax</b></p>	<p>Viruses that take down OS defenses like <b>H1N1</b></p>	<p>Wiper attacks like <b>NotPetya</b></p>	<p>Web-borne or Office malware like <b>WannaCry</b></p>	<p>Shoulder surfing and <b>Visual Hacking</b></p>

**Fulfillment Subcontractors, Reseller Agent Model and Service Providers**

One of HP’s strengths in the public-sector market is our partner programs that allow customers to benefit from a direct relationship with HP as the manufacturer, while also receiving value-added support from local-, small-, minority-, and women-owned businesses (M/WBE).

Under an awarded contract, each Public Agency can submit an order directly to HP and list a reseller agent on the Purchase Order or make their Purchase Order out to one of the approved fulfillment subcontractors. Participating entities may select partners that are certified M/WBEs or Historically Underutilized Businesses (HUB), in order to satisfy diversity vendor requirements. The agents provide members an extra layer of local support, yet HP is responsible for the performance of the contract and all orders whether fulfilled through HP directly or one of the fulfillment subcontractors.

**Third-Party Accessories and Services**

In addition to providing a variety of HP-branded accessories, HP also offers a full portfolio of third-party solutions from industry-leading technology partners. This strong network of partners enables you to customize your computing solution for your business, easily integrating the right technology into your system to enhance efficiencies, increase productivity and solve problems.



## Tab 6 – Additional Required Documents (Appendix C)

**Response:**

HP's signed Appendix C – Additional Required Documents are on the subsequent pages.

### a. Acknowledgement and Acceptance of Region 4 ESC's Open Records Policy

a. Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy (Appendix C, Doc #1)

**Response:**

HP acknowledges acceptance of Region 4 ESC's Open Records Policy.

### b. Antitrust Certification Statement

b. Antitrust Certification Statement (Tex. Government Code § 2155.005) (Appendix C, Doc #2)

**Response:**

HP acknowledges acceptance of the Antitrust Certification Statement.

### c. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)

c. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295) (Appendix C, Doc #3)

**Response:**

HP has filed its Form 1295 – Certificate of Interested Parties, as required, which is Certificate Number 2020-699211.

Regarding Tex. Gov't Code § 2252.908 that requires filing of Form 1295 – Certificate of Interested Parties, effective January 1, 2018, the law has changed so that it no longer applies to contracts with a publicly-traded business entities.

An excerpt from the applicable section of Tex. Gov't Code § 2252.908(c)(4) is included below.

- (c) Notwithstanding Subsection (b), **this section does not apply to:**
- (1) a sponsored research contract of an institution of higher education;
  - (2) an interagency contract of a state agency or an institution of higher education;
  - (3) a contract related to health and human services if:
    - (A) the value of the contract cannot be determined at the time the contract is executed; and
    - (B) any qualified vendor is eligible for the contract;
  - (4) **a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;**

Since HP Inc. is a publicly traded business entity (NYSE:HPQ), we are no longer required by state law to file Form 1295.



## d. Texas Government Code 2270 Verification Form

d. Texas Government Code 2270 Verification Form (Appendix C, Doc #4)

**Response:**

HP acknowledges acceptance of the Texas Government Code 2270 Verification Form.

## e. Any Additional Agreements Offeror Will Require Participating Agencies to Sign

e. Any additional agreements Offeror will require Participating Agencies to sign

**Response:**

HP has not included any additional agreements.





**APPENIDX C**

**ADDITIONAL REQUIRED DOCUMENTS**

- DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy
- DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005)
- DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
- DOC #4 Texas Government Code 2270 Verification Form

**ACKNOWLEDGMENT AND ACCEPTANCE**  
**OF REGION 4 ESC'S OPEN RECORDS POLICY**

**OPEN RECORDS POLICY**

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

*Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).*

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- XI We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

*(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)*

1-4-2021  
Date

*Catherine Bingham, contract*  
Authorized Signature & Title *Administrator*

**ANTITRUST CERTIFICATION STATEMENTS**  
**(Tex. Government Code § 2155.005)**  
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

**Company** HP Inc.  
\_\_\_\_\_  
\_\_\_\_\_

**Contact**   
\_\_\_\_\_

**Signature**

Debra Lee

**Printed Name**

Director, Contract Sales Management

**Position with Company**

**Address** 1501 Page Mill Road  
\_\_\_\_\_

Palo Alto, CA 94304-1100  
\_\_\_\_\_

**Official  
Authorizing  
Proposal**

  
\_\_\_\_\_

**Signature**

Catherine Bingham

**Printed Name**

Contract Administrator and Authorized Signatory

**Position with Company**

**Phone** 281-927-8426  
\_\_\_\_\_

**Fax** 281-274-9242  
\_\_\_\_\_

## Implementation of House Bill 1295

### Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

#### Filing Process:

Starting on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

**Electronic Filing Application:** [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

#### Frequently Asked Questions:

[https://www.ethics.state.tx.us/resources/FAQs/FAQ\\_Form1295.php](https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php)

**Changes to Form 1295:** <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>

**Response:** HP Inc.'s Certificate of Interested Parties, has been electronically filed, and is included on the following page.



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
HP Inc.  
Palo Alto, CA United States

Certificate Number:  
2020-699211

Date Filed:  
12/15/2020

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
Region 4 Education Service Center, TX (supersedes Certificate No. 2020-699167)

Date Acknowledged:

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
Request for Proposal No. 21-04  
Technology Solutions, Products and Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Fieler, Steven	Palo Alto, CA United States	X	
	Rivera, Kim	Palo Alto, CA United States	X	
	Cho, Alex	Palo Alto, CA United States	X	
	Lores, Enrique	Palo Alto, CA United States	X	

**5 Check only if there is NO Interested Party.**

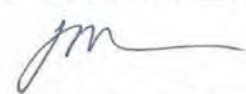
### 6 UNSWORN DECLARATION

My name is Judith M. Alexander, and my date of birth is 8/54.

My address is c/o NACCO, 10400 Energy Drive, Spring, TX, 77389, U.S.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Broward County, State of Florida, on the 15 day of December, 2020.  
(month) (year)



\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)



**Texas Government Code 2270 Verification Form**

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Catherine Bingham, as an authorized representative of HP Inc. a contractor engaged by \_\_\_\_\_

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Catherine Bingham  
Signature of Named Authorized Company Representative

1-4-2021  
Date

## HP Attachments

The following attachments are included on the subsequent pages, except for **HP Attachment 4 – HP Price List** which is included on the Flash Drive:

- HP Attachment 1 – Region 4 ESC Addenda
- HP Attachment 2 – HP Written Delegation of Signature Authority
- HP Attachment 3 – HP Discounts Schedule
- HP Attachment 4 – HP Price List (included on Flash Drive)
- HP Attachment 5a – Lease Option Overview
- HP Attachment 5b – State and Local Government Master Operating Lease Agreement
- HP Attachment 5c – State and Local Government Master Lease Purchase Agreement
- HP Attachment 5d – HP Asset Upcycle Services
- HP Attachment 5e – HP Accelerated Migration
- HP Attachment 6 – State and Local Government and Education Customer Return Policy
- HP Attachment 7 – Order Status and Reporting Tool



## HP Attachment 1 – Region 4 ESC Addenda

HP's signed Addendum 1 is included on the following pages.





7145 West Tidwell Road ~ Houston, Texas 77092

(713)-462-7708

[www.esc4.net](http://www.esc4.net)

## NOTICE TO OFFEROR

### ADDENDUM NO. 1

Solicitation Number 21-04

Request for Proposal ("RFP")  
by

Region 4 Education Service Center ("ESC")  
for

Technology Solutions, Products and Services

**SUBMITTAL DEADLINE: Tuesday, January 19, 2021 @ 10:00 AM CST**

This Addendum No. 1 amends the Request for Proposals (RFP) for Technology Solutions, Products and Services 21-04 ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

This Addendum No. 1 is hereby issued to address the following:

**1) Submittal Deadline:** The submittal deadline for this RFP is hereby changed from Thursday, January 14, 2021 @ 10:00 AM Central Time and extended as indicated below and above:

➤ Tuesday, January 19, 2021 @ 10:00 AM CST

**2) Virtual Non-Mandatory Pre-Proposal Conference:** The pre-proposal conference time for this RFP is hereby changed from December 15, 2020 @ 10:00 AM CST to:

➤ December 15, 2020 @ 11:00 AM CST

All other details remain unchanged.

**RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT**

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name HP Inc.

Contact Person Debra Lee; Director, Contract Sales Management; Debra.Lee@hp.com

Signature *Catherine Bingham*  
Catherine Bingham, Contract Administrator

Date 1-4-2021

Crystal Wallace  
Region 4 Education Service Center  
Business Operations Specialist



## HP Attachment 2 – HP Written Delegation of Signature Authority

All signatories in this proposal have been granted signature authorization in accordance with the following delegation.



**HP Inc.**

**Written Delegation of Signature Authority for ACO Contract Administrators and Contracts Negotiators**

I, Jim Ranalli, North America Contracts Operations Manager, based upon the attached HP Inc. Designation of Authority dated December 6, 2018, grant the North America Contracts Administrators and the State/Local Government and Education Contracts Negotiators listed below, full signature authority to sign on behalf of HP Inc., up to the Delegation Amount noted.

<u>Contracts Administrator / Contracts Negotiator</u>	<u>Delegation Level</u>	<u>Delegation Amount</u>	<u>Effective Date</u>	<u>Expiry Date</u>
Deborah Kaiser	C5	Unlimited	May 19, 2020	May 31, 2021
Ed Hatch	C5	Unlimited	May 19, 2020	May 31, 2021
Cathy Bingham	C5	\$100,000,000	May 19, 2020	May 31, 2021
Colleen Lively	C5	\$100,000,000	May 19, 2020	May 31, 2021
Nicole Hadley	C5	\$100,000,000	May 19, 2020	May 31, 2021
Rick Mendoza	C5	\$100,000,000	May 19, 2020	May 31, 2021
Ramon Aguilera	C5	\$100,000,000	May 19, 2020	May 31, 2021
Melissa Gutierrez	C5	\$100,000,000	May 19, 2020	May 31, 2021
Judith Alexander	C8	\$50,000,000	May 19, 2020	May 31, 2021
Sheila Wright	C8	\$50,000,000	May 19, 2020	May 31, 2021
Barbara Paddock	C8	\$50,000,000	May 19, 2020	May 31, 2021
Nestor Quiñones	C8	\$50,000,000	May 19, 2020	May 31, 2021
Jennifer Fung	C2	\$50,000,000	June 18, 2020	May 31, 2021

This delegation is granted for the following purposes: to individually sign bids, quotations, leases, bonds and contracts with customers and government agencies in the U.S., in accordance with HP Inc.'s U.S. Signature Policy.

This delegation of signature authority is valid through May 31, 2021 and may be revoked at any time prior thereto for any reason without notice. This Delegation shall be automatically revoked for a Contracts Administrator or Contract Negotiator that has a change in position within HP Inc. or ceases to be employed by HP Inc.

Signed this 18<sup>th</sup> day of June 2020.



Jim Ranalli  
North America Contracts Operations Manager  
HP

HP INC.

DESIGNATION OF AUTHORITY

I, Ruairidh Ross, Deputy General Counsel and Assistant Secretary of HP Inc., a corporation duly organized and existing under the laws of the State of Delaware, United States of America ("HP"), being duly authorized to represent HP individually, hereby authorize Jim Ranalli, as Americas Contracts Operations Manager, the individual authority, to sign and approve actions on behalf and in the name of HP relating to signing bids, quotations, leases and contracts with customers and government agencies, up to an unlimited amount, including such bids and bonds as may be required in connection with such documents.

Furthermore, I hereby authorize that Jim Ranalli is individually empowered to establish a list of employees of HP and/or its affiliates that are located in the United States of America, Canada or Mexico to sign bids, quotations, leases and contracts on behalf of and at the direction of HP pursuant to HP standards and signature authorities.

This designation supersedes the designation that I signed for Jim Ranalli on June 21, 2016. This designation may be revoked at any time for any reason without notice. This designation shall be automatically revoked with respect to Mr. Ranalli should he cease to be employed by HP or any of its subsidiaries or affiliates.

Signed this 6 day of December, 2018.



Ruairidh Ross  
Deputy General Counsel and Assistant Secretary

## HP Attachment 3 – HP Discounts Schedule

The following is HP's Discount Schedule for Region 4 ESC/OMNIA Partners' Technology Solutions, Products and Services Solicitation Number 21-04, based on a discount off HP U.S. List Price: [https://government.hp.com/content\\_detail.aspx?contentid=1678](https://government.hp.com/content_detail.aspx?contentid=1678)

Region 4 ESC/OMNIA Partners Technology Solutions, Products and Services Solicitation Number 21-04 HP Discount Schedule		
Product	Model	Percent Off HP U.S. List Price
<b>Notebooks</b>		
Tablets	X2 1012	6%
Value Notebooks	Chromebook; ProBook x360 11EE	3%
Entry-level Notebooks	2xx, 4xx	5%
Mid-range Notebooks	6xx	10%
High-end Notebooks	7xx, 8xx, 10xx, Dragonfly, ZBook	14%
Mobility Computing/Mobility 3-in-1 Configure to Order (CTO) Modules/Accessories	Elite x3, All Mobility 3-in-1 Modules	6%
Notebook & Tablet Configure to Order (CTO) Modules	All Notebook & Tablet models	5%
Commercial VR Mobility	VR	5%
Notebook & Tablet Options and Accessories	All Notebook & Tablet models	15%
Notebook Accessories – Education Software	All Notebook & Tablet models	20%
<b>Desktop/Workstations</b>		
Entry-level & Specialty Desktops (includes all AIO)	AIO, 2xx, 4xx	3%
Mid-range	Pro One 4xx/6xx, Pro Desk 4xx/6xx	6%
High-end	Elite One 8xx/7xx, Elite Desk 8xx/7xx, Slice	14%
Retail Solutions	rp Family, HP Digital Signage Displays	3%
Desktop CTO Modules	All desktop product models	6%
Desktop Options and Accessories	All desktop product models	15%
Entry/Value/Mid-range Workstations	Z1, Z2xx, Z4xx, Sprout, Z6xx	10%
High-end Workstations	Z8xx	12%
Workstation Configure to Order (CTO) Modules	All workstation models	10%
Workstation Options and Accessories (includes Virtual Reality)	All workstation models	12%



Region 4 ESC/OMNIA Partners Technology Solutions, Products and Services Solicitation Number 21-04 HP Discount Schedule		
Product	Model	Percent Off HP U.S. List Price
<b>Thin Clients</b>		
Thin Clients Desktop and Mobility	HP Thin Client txx Family, Notebook t Series	8%
Options and Accessories	All thin client models	8%
<b>Monitors</b>		
Flat Panel Monitors, Workstation Monitors	Flat Panel Monitors, Workstation Monitors	3%
Monitor Options and Accessories		8%
<b>Print/MFD</b>		
Printers/MFD	All HP All-in-One, Multifunction, LaserJet, Inkjet, Large Format Printer Models including the Edgeline series	25%
Scanners	Scanners	25%
Printer Options & Accessories	All Products	25%
Technology & Industry Solutions	Troy 3rd Party Print	25%
HP Print Software	Jet Advantage Workflow Software	25%
Print Security Hardware	Jet Advantage Hardware Solutions	25%
PageWide Printers/Accessories	PageWide Printers - Transactional, PageWide Accessories - Transactional	25%
PageWide XL	PageWide XL Bundles	25%
	PageWide XL 5xxx/6xxx	10%
	PageWide XL Accessories/Software	10%
Supplies	LaserJet Ink/Cartridge and associated Ink/Cartridge options	25%
	InkJet Ink/Cartridge and associated Ink/Cartridge options	20%
	DesignJet Ink/Cartridge and associated Ink/Cartridge options	23%
<b>Calculators</b>		
Calculators	Calculators - PL 52	0%
<b>All HP Smart Buy/Promotions/Specials</b>		
All HP Smart Buy/Promotions/Specials	All HP branded products	1%





Region 4 ESC/OMNIA Partners Technology Solutions, Products and Services Solicitation Number 21-04 HP Discount Schedule		
Product	Model	Percent Off HP U.S. List Price
<b>Services</b>		
Custom Services	Custom Services from HP directly or approved Servicing Subcontract; Services bundled with a Device (purchase or lease), Installation/de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Price Agreement. These types of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or equipment components), asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk/helpdesk, and any other directly related to the product or technical support service required for the effective operation or support of product offered or supplied	10%
Value Added Logistics		10%
Onsite Deployment/Installation		10%
Care Pack Services	PC - Hardware, Software, Installation	20%
Care Pack Promotions	Smart Buy Promotions	0%
Project Management Services (AOM)	Account Operations Project Management	0%



## HP Attachment 4 – HP Price List

Due to the type of data included in this spreadsheet and the page layout, **HP Attachment 4 – HP Price List** is best viewed electronically. Please refer to HP's electronic submittal of this attachment provided on a Flash Drive.



## HP Attachment 5a – Lease Option Overview





## **Lease Option Overview**

Hewlett-Packard Financial Services Company provides global leasing and financial asset management solutions which include cost-effective leasing offers, trade-in programs, asset management, and asset recovery. Hewlett-Packard Financial Services Company was incorporated in 1997 and is based in Berkley Heights, New Jersey. Hewlett-Packard Financial Services Company operates as a subsidiary of Hewlett Packard Enterprise Company and is Hewlett Packard Inc.'s primary financial services partner under HP Integrated Financial Solutions.

HPFS' Public Sector unit specializes in customized financing plans tailored to meet the needs of educational and governmental customers in the United States. Our familiarity with the needs of public sector customers enables us to offer viable leasing and financing plans for customers like you.

There are variations and options with each major lease plan. The plans presented are examples of what we can offer, and can be adapted to address your specific needs. For example, we can structure a customized leasing or financing plan based on factors such as your budgetary requirements, equipment delivery and installation cycles, and the anticipated period of use to help maximize the benefits to you.

Leasing options and how rates are determined are presented below.

## **Fair Market Value/True Lease**

Customers that want to lower their cost of using the equipment and retain maximum flexibility at the end of the lease, HPFS offers a fair market value lease (also known as a true lease). This "pay-as-you-go" structure helps you stretch your budget dollars to get the technology you need today. At the end of the lease term, you have several options: 1) return the equipment without penalty; 2) renew the lease for a specified renewal term at a negotiated lease payment amount; 3) purchase the equipment at its then fair market value; or 4) extend the original term and continue to make the same periodic lease payments until you are ready to exercise one of the three previously listed options. This plan may help customers avoid technology obsolescence and asset disposition costs.

HPFS does allow our customers to enter into a month to month extension at the end of each lease agreement if they find it necessary to maintain their existing leased equipment for longer than the original lease timeframe. We also have a package and shipping service that can be incorporated into the lease contract

upfront for returns of equipment at lease end. This service can be very valuable when budgeting for your technology costs.

## **Tax Exempt Installment Sale (Lease Purchase)**

In a Tax-exempt Installment Sale structure, payments consist of both principal and interest, with the interest being excludable from the Lessor's gross income for Federal income tax purposes. During the term of the Lease the Concluding Payment – primarily consisting of unpaid principal – declines as each Lease Payment is made and applied. Under this structure Title typically passes to the Lessee at the Lease Acceptance and the Lessor files a security interest in the equipment. Once the original base Lease Payments are made the Lessee owns the equipment free and clear.

## **Tax Exempt Tech Refresh**

Tech Refresh is structured as a Tax-Exempt Installment Sale with an option on the last payment to return the equipment (and acquire new) or make the payment and own the equipment outright. Our standard offer calls for payments to be made annually in advance, though additional structures may be tailored to accommodate budget restrictions. The final (or option) payment is a set amount of the original purchase price of the equipment and is our estimate of the wholesale value of the equipment at the time of the option. The balance of the cost is amortized over the term. The benefit is that an entity is not locked into any one particular deal; it can purchase the equipment or return it and get new technology.

Other important elements of the Tech Refresh structure:

- There is only one refresh opportunity during the lease
- Lessee must be committed to acquire and lease similar equipment prior to exercising the option
- Tech Refresh is offered only as a Tax-Exempt Installment Sale structure
- The option cannot be exercised if an event of default has occurred and is continuing
- Lessee must provide an irrevocable written election of notice of its intent to refresh or purchase 3 months prior to the refresh period. On the 48-month term the refresh point is month 36 which requires notification at month 33. On



the 60-month term the refresh point is month 48 which requires notification at month 45. Sample buyout goes into effect if refresh option is not exercised.

## **Customize your IT retirement**

HPEFS Asset Upcycling Services delivers a flexible, consistent process for retiring IT equipment. We can help you build a customized plan for your business' unique needs and navigate the 160+ pieces of legislation for environmentally responsible IT removal and recycling.

We work with you to manage each stage of the process, including transit, tracking, processing, security and resale or recycling. Our programs extend globally, providing you with the same high level of integrity, process control and expert support regardless of where your assets may be located.

We are committed to maintaining your brand's credibility and security. We do this by:

- Ensuring governance of business processes and data security
- Managing global scope and capabilities with quality and consistency
- Driving revenue through monetizing no longer useful owned assets
- Delivering global reach and expertise with presence in over 50 countries
- Flexibility to handle a range of requirements for your networking and data center

Let us help streamline your IT asset recovery process. As your partner, we help you help minimize the effort required to refresh IT infrastructure when your business demands innovation, putting you in control of your IT asset management strategy.

# HP Attachment 5b – State and Local Government Master Operating Lease Agreement



## STATE AND LOCAL GOVERNMENT MASTER OPERATING LEASE AGREEMENT

This State and Local Government Master Operating Lease Agreement (together with Exhibits A and B attached hereto and hereby made a part hereof, (this "Master Agreement"), dated as of [REDACTED], is entered into by and between Hewlett-Packard Financial Services Company,<sup>1</sup> a Delaware corporation ("Lessor"), and [REDACTED], [REDACTED], an agency, department or political subdivision of the State of [REDACTED] ("Lessee"). Capitalized terms used in this Master Agreement without definition have the meanings ascribed to them in Section 30.

**1. PURPOSE OF MASTER AGREEMENT.** The purpose of this Master Agreement is to set forth the general terms and conditions upon which Lessor shall lease to Lessee, and Lessee shall lease from Lessor, items of Hardware, Software or both (such Hardware and Software being collectively referred to as "Equipment").

**2. COMMENCEMENT PROCEDURES.** Subject to the other terms and conditions contained in this Master Agreement and the applicable Schedule, Lessee shall enter into individual Leases (hereinafter defined) with Lessor as follows:

(a) Execution of Schedule. Lessor and Lessee mutually agree to enter into a Lease by executing a Schedule in the form of Exhibit A with such changes as Lessor and Lessee shall have agreed to as conclusively evidenced by their execution thereof. Each such Schedule shall specifically identify (by serial number or other identifying characteristics) the items of Equipment to be leased under such Schedule (other than items of System Software, which shall be deemed to be items of Software leased under the Schedule pursuant to which the related items of Hardware are leased). Each Schedule, when executed by both Lessee and Lessor, together with this Master Agreement, shall constitute a separate and distinct lease ("Lease"), enforceable according to its terms. In the event of any conflict between the terms of this Master Agreement and such Schedule, the provisions of the Schedule shall govern.

(b) Acceptance: Initial Term of Leases. Lessee shall accept the Equipment subject to a Lease in accordance with Section 3. The Initial Term of each Lease shall begin on the Acceptance Date of the Equipment subject to such Lease and shall continue for the period described in the applicable Schedule unless a Nonappropriation shall have occurred.

(c) Adjustments to Schedule. Lessee acknowledges that the Total Cost of Equipment and the related Rent payments set forth in any Schedule may be estimates, and if the final invoice from the Seller attached to the related Acceptance Certificate(s) specifies a Total Cost that is less than the estimated Total Cost set forth in the Schedule, Lessee hereby authorizes Lessor to reduce the applicable Total Cost and Rent payment on the Schedule by up to ten percent (10%) to reflect such final invoice amount (the "Final Invoice Amount"). All references in this Master Agreement and any Schedule to Total Cost and Rent shall mean the amounts thereof specified in the applicable Schedule, as adjusted pursuant to this paragraph.

(d) Payment by Lessor. Within 30 days after Lessee's delivery to Lessor of a properly completed and executed Acceptance Certificate and all other documentation necessary to establish Lessee's acceptance of such Equipment under the related Lease and Lessor's acceptance of such Acceptance Certificate, Lessor shall pay for the Equipment. Lessor shall not accept the Acceptance Certificate until it has received from Lessee (1) evidence of insurance with respect to the Equipment in compliance with Section 13 hereof, (2) an opinion of Lessee's counsel, if required by Lessor, in form and substance reasonably satisfactory to Lessor and (3) any other documents or items reasonably required by Lessor. Notwithstanding the foregoing, Lessor shall not be obligated to pay for the Equipment if a Lessee Default has occurred or an event has occurred and is continuing that with the passage of time or provision of notice would constitute a Lessee Default.

**3. ACCEPTANCE OF EQUIPMENT.** (a) Inspection of Equipment. Lessee agrees to inspect all Equipment as soon as reasonably practicable after the delivery thereof to Lessee.

(b) Acceptance Certificate. Upon the satisfactory inspection of the Equipment by Lessee, or if acceptance requirements for such Equipment are specified in the applicable Purchase Documents, as soon as such requirements are met, Lessee shall unconditionally and irrevocably accept the Equipment by executing and delivering to Lessor a properly completed Acceptance Certificate in substantially the form of Exhibit B.

**4. LESSEE'S END-OF-LEASE-TERM OPTIONS; AUTOMATIC EXTENSION.** Lessee shall have the following options in respect of each Lease at the end of each of the Initial Term, any Renewal Term and any optional extension of the Initial Term or any Renewal Term:

**a. Purchase Option.** Lessee may elect, by delivering to Lessor an End-of-Term Notice at least 90 days prior to the expiration of the Initial Term, any Renewal Term or any optional extension of the Initial Term or any Renewal Term, to purchase any or all Units of Equipment then subject to such Lease (other than items of Software that may not be sold by Lessor under the terms of any applicable License Agreement) for an amount equal to the Fair Market Value of such Units of Equipment as of the end of the Then Applicable Term, provided no Lessee Default shall have occurred and be continuing. In the event of such an election, Lessee shall pay such

<sup>1</sup> Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.

amount to Lessor, in immediately available funds, on or before the last day of the Then Applicable Term. If Lessee shall have so elected to purchase any of the Units of Equipment, shall have so paid the applicable purchase price and shall have fulfilled the terms and conditions of this Master Agreement, then on the last day of the Then Applicable Term (1) the Lease with respect to such Units of Equipment shall terminate and, except as provided in Section 26, Lessee shall be relieved of all of its obligations in favor of Lessor with respect to such Units of Equipment, and (2) Lessor shall transfer all of its interest in such Units of Equipment to Lessee "AS IS, WHERE IS," without any warranty, express or implied, from Lessor, other than the absence of any liens or claims by or through Lessor. In the event Lessor and Lessee are unable to agree on the Fair Market Value of any Units of Equipment, Lessor shall, at Lessee's expense, select an independent appraiser to conclusively determine such amount.

**b. Renewal Option.** Lessee may elect, by delivering to Lessor an End-of-Term Notice at least 90 days prior to the expiration of the Initial Term, any Renewal Term, or any optional extension of the Initial Term or any Renewal Term, to renew the Lease with respect to any or all Units of Equipment then subject to such Lease (other than items of Software that may not be re-released by Lessor under the terms of any applicable License Agreement) for an amount equal to the Fair Rental Value of such Units of Equipment as of the end of the Then Applicable Term. In the event of such an election, Lessee shall enter into a mutually agreeable renewal agreement with Lessor ("Renewal Agreement") on or before the last day of the Then Applicable Term confirming the Units of Equipment as to which the Lease is to be renewed, the period for which the Lease is to be renewed (the "Renewal Term"), and the amount of Rent and the times at which such Rent is to be payable during the Renewal Term. In the event Lessor and Lessee are unable to agree on the Fair Rental Value of any Units of Equipment, Lessor shall, at Lessee's expense, select an independent appraiser to conclusively determine such amount.

**c. Return.** Lessee may elect, by delivering to Lessor an End-of-Term Notice at least 90 days prior to the expiration of the Initial Term, any Renewal Term or any optional extension of the Initial Term or any Renewal Term, to return any or all of the Units of Equipment then subject to such Lease in accordance with Section 10 of this Master Agreement.

**d. Optional Extension.** Lessee may elect, by omitting to deliver to Lessor an End-of-Term Notice at least 90 days prior to the expiration of the Initial Term or any Renewal Term, to extend the Initial Term or such Renewal Term, as the case may be. In that event, the Initial Term or such Renewal Term shall, without any additional notice or documentation, be automatically extended for successive calendar months with respect to all items of Equipment then subject to such Lease through the end of the calendar month falling at least 90 days after the date Lessee shall have delivered to Lessor an End-of-Term Notice with respect to such Lease. For each calendar month that the Then Applicable Term of such Lease is so extended, Lessee shall pay to Lessor Rent in an amount equal to the monthly Rent payment in effect immediately prior to such extension (or the appropriate pro rata portion of the Rent payment then in effect in the case of Rent payable other than on a monthly basis), and all other provisions of this Master Agreement and the applicable Schedule shall continue to apply.

**IF LESSEE SHALL HAVE DELIVERED TO LESSOR AN END-OF-TERM NOTICE BY THE DATE SET FORTH HEREIN WITH RESPECT TO A LEASE, BUT SHALL HAVE SUBSEQUENTLY FAILED TO COMPLY WITH ITS OBLIGATIONS ARISING FROM ITS ELECTIONS SPECIFIED THEREIN (E.G., LESSEE SHALL HAVE FAILED, ON OR BEFORE THE LAST DAY OF THE THEN APPLICABLE TERM (1) TO PAY LESSOR THE PURCHASE PRICE FOR EQUIPMENT TO BE PURCHASED IN ACCORDANCE WITH SECTION 4(A) ABOVE, (2) TO EXECUTE A RENEWAL AGREEMENT WITH RESPECT TO EQUIPMENT AS TO WHICH THE LEASE IS TO BE RENEWED IN ACCORDANCE WITH SECTION 4(B) ABOVE, OR (3) TO RETURN TO LESSOR EQUIPMENT TO BE RETURNED IN ACCORDANCE WITH SECTION 4(C) ABOVE), THEN THE THEN APPLICABLE TERM OF SUCH LEASE SHALL, WITHOUT ANY ADDITIONAL NOTICE OR DOCUMENTATION, BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE CALENDAR MONTHS WITH RESPECT TO ALL ITEMS OF EQUIPMENT AS TO WHICH LESSEE SHALL HAVE SO FAILED TO COMPLY WITH ITS OBLIGATIONS THROUGH THE END OF THE CALENDAR MONTH IN WHICH LESSEE SHALL HAVE COMPLIED WITH SUCH OBLIGATIONS. FOR EACH CALENDAR MONTH THAT THE THEN APPLICABLE TERM OF ANY LEASE IS SO EXTENDED, LESSEE SHALL PAY TO LESSOR RENT IN AN AMOUNT EQUAL TO THE MONTHLY RENT PAYMENT IN EFFECT IMMEDIATELY PRIOR TO SUCH EXTENSION (OR THE APPROPRIATE PRO RATA PORTION OF THE RENT PAYMENT THEN IN EFFECT IN THE CASE OF RENT PAYABLE OTHER THAN ON A MONTHLY BASIS), AND ALL OTHER PROVISIONS OF THIS MASTER AGREEMENT AND THE APPLICABLE SCHEDULE SHALL CONTINUE TO APPLY. NOTWITHSTANDING ANY OF THE PROVISIONS OF THIS SECTION 4 TO THE CONTRARY, IF ANY LESSEE DEFAULT SHALL HAVE OCCURRED AND BE CONTINUING AT ANY TIME DURING THE LAST 90 DAYS OF THE THEN APPLICABLE TERM OF ANY LEASE, LESSOR MAY CANCEL ANY RENEWAL TERM OR OPTIONAL OR OTHER AUTOMATIC EXTENSION OF THE THEN APPLICABLE TERM IMMEDIATELY UPON WRITTEN NOTICE TO LESSEE.**

**5. RENT; LATE CHARGES.** As rent ("Rent") for the Equipment under any Lease, Lessee agrees to pay the amounts specified in the applicable Schedule on the due dates specified in the applicable Schedule. Lessee agrees to pay Lessor interest on any Rent payment or other amount due hereunder that is not paid within 10 days of its due date, at the rate of 1-1/2% per month (or such lesser rate as is the maximum rate allowable under applicable law). Lessee will make provision for such payments in budgets submitted to its governing body for the purpose of obtaining funding for the payments.

**6. LEASES NON-CANCELABLE; NET LEASES; WAIVER OF DEFENSES TO PAYMENT. IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT EACH LEASE HEREUNDER SHALL BE NON-CANCELABLE (EXCEPT AS SET FORTH IN SECTION 7 HEREOF), AND THAT EACH LEASE HEREUNDER IS A NET LEASE (SO THAT AMONG OTHER THINGS LESSEE SHALL PAY IN ADDITION TO THE RENT, TAXES, INSURANCE AND MAINTENANCE CHARGES RELATED TO THE EQUIPMENT). LESSEE AGREES THAT IT HAS AN ABSOLUTE AND UNCONDITIONAL OBLIGATION TO PAY ALL RENT AND OTHER AMOUNTS WHEN DUE. LESSEE HEREBY WAIVES ANY RECOUPMENT, CROSS-CLAIM, COUNTERCLAIM OR ANY OTHER DEFENSE AT LAW OR IN EQUITY TO ANY RENT OR OTHER AMOUNT DUE WITH RESPECT TO ANY LEASE, WHETHER ANY SUCH DEFENSE ARISES OUT OF THIS MASTER AGREEMENT, ANY SCHEDULE, ANY CLAIM BY LESSEE AGAINST LESSOR, LESSOR'S ASSIGNEES OR SUPPLIER OR OTHERWISE. IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE OR INTEGRATE AS REPRESENTED OR WARRANTED BY SUPPLIER OR IS UNSATISFACTORY FOR ANY REASON**

**WHATSOEVER, LESSEE WILL MAKE ANY CLAIM ON ACCOUNT OF THOSE ISSUES SOLELY AGAINST SUPPLIER AND WILL NEVERTHELESS PAY ALL SUMS DUE WITH RESPECT TO EACH LEASE.**

**7. NONAPPROPRIATION.** Notwithstanding anything contained in this Master Agreement to the contrary, in the event that sufficient funds are not appropriated and budgeted by Lessee's governing body or are not otherwise available from other legally available sources in any fiscal period for the payment of Rent and other amounts due under any Lease, the Lease shall terminate on the last day of the fiscal period for which appropriations were received or other amounts are available to pay amounts due under the Lease without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Rent payments or other amounts herein agreed upon for which funds shall have been appropriated or are otherwise available. Lessee will immediately notify the Lessor or its assignee of such occurrence. In the event of such termination, Lessee shall immediately cease all use of the Equipment, and shall, at its sole expense and risk, immediately de-install, disassemble, pack, crate, insure, and return the Equipment subject to such Lease to Lessor (all in accordance with Section 10 of this Master Agreement). Such Equipment shall be in the same condition as when received by Lessee (reasonable wear, tear and depreciation resulting from normal and proper use excepted), shall be in good operating order and maintenance as required by this Lease, shall be free and clear of any liens (except Lessor's lien) and shall comply with all applicable laws and regulations. Lessee agrees to execute and deliver to Lessor all documents reasonably requested by Lessor or evidence the transfer of legal and beneficial title to such Equipment to Lessor and to evidence the termination of Lessee's interest in such Equipment. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. At Lessor's request, Lessee shall promptly provide supplemental documentation as to such Non-Appropriation satisfactory to Lessor. Lessee's exercise of its rights pursuant to this Section 7 shall not affect the survival of any indemnity and other provisions (other than the obligation to lease the Equipment and pay amounts due under the Lease) which survive the termination of the Lease.

**8. ASSIGNMENT OF PURCHASE DOCUMENTS.** Lessee assigns to Lessor all of Lessee's right, title and interest in and to (a) the Equipment described in each Schedule, and (b) the Purchase Documents relating to such Equipment. Such assignment of the Purchase Documents is an assignment of rights only; nothing in this Master Agreement shall be deemed to have relieved Lessee of any obligation or liability under any of the Purchase Documents, except that, as between Lessee and Lessor, Lessor shall pay for the Equipment in accordance with Section 2(d) hereof. Lessee represents and warrants that it has reviewed and approved the Purchase Documents. In addition, if Lessor shall so request, Lessee shall deliver to Lessor a document acceptable to Lessor whereby Seller acknowledges and provides any required consent to such assignment. For the avoidance of doubt, Lessee covenants and agrees that it shall at all times during the Total Term of each Lease comply in all respects with the terms of any License Agreement relating to any Equipment leased thereunder. **IT IS ALSO SPECIFICALLY UNDERSTOOD AND AGREED THAT NEITHER SUPPLIER NOR ANY SALESPERSON OF SUPPLIER IS AN AGENT OF LESSOR, NOR ARE THEY AUTHORIZED TO WAIVE OR ALTER ANY TERMS OF THIS MASTER AGREEMENT OR ANY SCHEDULE.**

**9. ASSIGNMENT OF SUPPLIER WARRANTIES.** To the extent permitted, Lessor hereby assigns to Lessee, for the Total Term of any Lease, all Equipment warranties provided by any Supplier in the applicable Purchase Documents. Lessee shall have the right to take any action it deems appropriate to enforce such warranties provided such enforcement is pursued in Lessee's name and at its expense. In the event Lessee is precluded from enforcing any such warranty in its name, Lessor shall, upon Lessee's request, take reasonable steps to enforce such warranty. In such circumstances, Lessee shall, promptly upon demand, reimburse Lessor for all expenses incurred by Lessor in enforcing the Supplier warranty. Any recovery resulting from any such enforcement efforts shall be divided among Lessor and Lessee as their interests may appear.

**10. EQUIPMENT RETURN REQUIREMENTS.** At any time Lessee is required to return Equipment to Lessor under the terms of this Master Agreement or any Schedule, Lessee shall (a) wipe clean or permanently delete all data contained on the Equipment, including without limitation, any data contained on internal or external drives, discs, or accompanying media, and (b) pack the Equipment to be returned to Lessor in accordance with the manufacturer's guidelines and deliver such Equipment to Lessor at any destination within the continental United States designated by Lessor. In the case of any item of Software or License Agreement subject to a Schedule, at the time of the occurrence of a Non-Appropriation or a Lessee Default, Lessee shall also be automatically deemed to have reassigned any License Agreement, and shall immediately de-install and deliver to Lessor all Software, together with the original certificate of authenticity issued by the licensor of such Software, if any. All dismantling, packaging, transportation, in-transit insurance and shipping charges shall be borne by Lessee. All Equipment shall be returned to Lessor in the same condition and working order as when delivered to Lessee, reasonable wear and tear excepted, and except in the case of PC Equipment and Software, shall qualify for maintenance service by the Supplier at its then standard rates for Equipment of that age, if available. Lessee shall be responsible for, and shall reimburse Lessor promptly on demand for the cost of returning the Equipment to good working condition or, in the case of Equipment other than PC Equipment and Software, qualifying the Equipment for the Supplier's maintenance service, if available.

**11. EQUIPMENT USE, MAINTENANCE, AND ADDITIONS.** Lessee is solely responsible for the selection, installation, operation and maintenance of the Equipment and all costs related thereto, including shipping charges. Lessee shall at all times operate and maintain the Equipment in good working order, repair, condition and appearance, and in accordance with the manufacturer's specifications and recommendations. On reasonable prior notice to Lessee, Lessor and Lessor's agents shall have the right, during Lessee's normal business hours and subject to Lessee's reasonable, standard security procedures, to enter the premises where the Equipment is located for the purpose of inspecting the Equipment and observing its use. If Lessor shall have provided to Lessee any tags or identifying labels, Lessee shall, at its expense, affix and maintain in a prominent position on each item of Equipment such tags or labels to indicate Lessor's ownership of the Equipment. Except in the case of PC Equipment and Software, Lessee shall, at its expense, enter into and maintain and enforce at all times during the Total Term of each Lease a maintenance agreement to service and maintain the related Equipment, upon terms and with a provider reasonably acceptable to Lessor. Lessee shall make no alterations or additions to the Equipment, except those that (a) will not void any warranty made by the Supplier of the Equipment, result in the creation of any



security interest, lien or encumbrance on the Equipment or impair the value or use of the Equipment either at the time made or at the end of the Term of the applicable Lease, and are readily removable without damage to the Equipment ("Optional Additions"), or (b) are required by any applicable law, regulation or order. All additions to the Equipment or repairs made to the Equipment, except Optional Additions, become a part of the Equipment and Lessor's property at the time made; Optional Additions which have not been removed in the event of the return of the Equipment shall become Lessor's property upon such return.

**12. EQUIPMENT OWNERSHIP; LIENS; LOCATION.** As between Lessor and Lessee, Lessor is the sole owner of the Equipment and has sole title thereto, Lessee shall not make any representation to any third party inconsistent with Lessor's sole ownership of the Equipment. Lessee covenants with respect to each Lease that: (i) it will not pledge or encumber the Equipment or Lessor's interest in the Equipment in any manner whatsoever nor create or permit to exist any levy, lien or encumbrance thereof or thereon except those created by or through Lessor; (ii) the Equipment shall remain personal property whether or not affixed to realty and shall not become a fixture or be made to become a part of any real property on which it is placed without Lessor's prior written consent; and (iii) Lessee shall maintain the Equipment so that it does not become essential to and may be removed from any building in which it is placed without any damage to the building or the Equipment. Lessee may permit use of the Equipment by its affiliates or independent contractors at the Equipment Location provided it does not relinquish possession and control of the Equipment. Provided Lessee remains in possession and control of the Equipment, Lessee may relocate any Equipment from the Equipment Location specified in the applicable Schedule to another of its locations within the State of the Equipment Location upon prior written notice to Lessor specifying the new Equipment Location or to another of its locations within the United States after receiving the written consent of Lessor to such relocation. Lessee shall not locate or relocate any Equipment such that any third party comes into possession or control thereof without Lessor's prior written consent; provided, however, that Lessor shall not unreasonably withhold its consent to the location or relocation of Equipment to a third party co-location or hosting facility if such third party shall have executed and delivered to Lessor a waiver agreement in form and substance acceptable to Lessor pursuant to which, among other things, such third party shall have waived any rights to the Equipment and agreed to surrender the Equipment to Lessor in the event of a Lessee Default under this Master Agreement. Notwithstanding the foregoing, Lessor agrees that computer equipment usable outside of a fixed office environment, such as laptops, notebooks or similar PC Equipment (collectively, "Mobile PC Equipment") may be relocated on a non-permanent basis from the Equipment Location originally specified in the applicable Schedule without Lessor's prior written consent, provided that (i) such relocation is made by Lessee's primary employee in the custody and control of such Mobile PC Equipment; (ii) the primary employee remains in possession and control of the Mobile PC Equipment, and (iii) the primary employee's principal office is the Equipment Location. For purposes of this Master Agreement and any applicable Schedule, the term Equipment shall be deemed to include all Mobile PC Equipment.

**13. RISK OF LOSS AND INSURANCE.** Lessee assumes any and all risk of loss or damage to the Equipment from the time such Equipment is delivered to Lessee until such Equipment is returned to and is received by Lessor in accordance with the terms and conditions of this Master Agreement. Lessee agrees to keep the Equipment insured at Lessee's expense against all risks of loss from any cause whatsoever, including without limitation, loss by fire (including extended coverage), theft and damage. Lessee agrees that such insurance shall name Lessor as a loss payee and cover not less than the replacement value of the Equipment. Lessee also agrees that it shall carry commercial general liability insurance in an amount not less than \$2,000,000 total liability per occurrence and cause Lessor and its affiliates and its and their successors and assigns, to be named additional insureds under such insurance. Each policy shall provide that the insurance cannot be canceled without at least 30 days' prior written notice to Lessor, and no policy shall contain a deductible in excess of \$25,000. Upon Lessor's prior written consent, in lieu of maintaining insurance obtained by third party insurance carriers, Lessee may self insure against such risks, provided that Lessor's interests are protected to the same extent as if the insurance had been obtained by third party insurance carriers and provided further that such self insurance program is consistent with prudent business practices with respect with such insurance risk. Lessee shall provide to Lessor (a) on or prior to the Acceptance Date for each Lease, and from time to time thereafter, certificates of insurance evidencing such insurance coverage throughout the Total Term of each Lease, and (b) upon Lessor's request, copies of the insurance policies. If Lessee fails to provide Lessor with such evidence, then Lessor will have the right, but not the obligation, to purchase such insurance protecting Lessor at Lessee's expense. Lessee's expense shall include the full premium paid for such insurance and any customary charges, costs or fees of Lessor. Lessee agrees to pay such amounts in substantially equal installments allocated to each Rent payment (plus interest on such amounts at the rate of 1-1/2% per month or such lesser rate as is the maximum rate allowable under applicable law).

**14. CASUALTY LOSS.** Lessee shall notify Lessor of any Casualty Loss or repairable damage to any Equipment as soon as reasonably practicable after the date of any such occurrence but in no event later than 30 days after such occurrence. In the event any Casualty Loss shall occur, on the next Rent payment date Lessee shall (a) at Lessee's option provided no Lessee Default has occurred nor an event that with the passage of time or provision of notice would constitute a Lessee Default has occurred and is continuing or (b) at Lessor's option if a Lessee Default has occurred or an event that with the passage of time or provision of notice would constitute a Lessee Default has occurred and is continuing (1) subject to Section 7 hereof, pay Lessor the Stipulated Loss Value of the Equipment suffering the Casualty Loss, or (2) substitute and replace each item of Equipment suffering the Casualty Loss with an item of Substitute Equipment. If Lessee shall pay the Stipulated Loss Value of the Equipment suffering a Casualty Loss, upon Lessor's receipt in full of such payment the applicable Lease shall terminate as it relates to such Equipment and, except as provided in Section 26, Lessee shall be relieved of all obligations under the applicable Lease as it relates to such Equipment. If Lessee shall replace Equipment suffering a Casualty Loss with items of Substitute Equipment (i) the applicable Lease shall continue in full force and effect without any abatement of Rent with such Substitute Equipment thereafter being deemed to be Equipment leased thereunder, and (ii) Lessee shall deliver to Lessor a bill of sale or other documentation, in either case in form and substance satisfactory to Lessor, in which Lessee shall represent and warrant that it has transferred to Lessor good and marketable title to all Substitute Equipment, free and clear of all liens, encumbrances and claims of others. Upon Lessor's receipt of such payment of Stipulated Loss Value in full, or such bill of sale or other documentation, as the case may be, Lessor shall transfer to Lessee all of Lessor's interest in the Equipment suffering the Casualty

Loss "AS IS, WHERE IS," without any warranty, express or implied, from Lessor, other than the absence of any liens or claims by or through Lessor. In the event of any repairable damage to any Equipment, the Lease shall continue with respect to such Equipment without any abatement of Rent and Lessee shall, at its expense, from insurance proceeds or other funds legally available, promptly cause such Equipment to be repaired to the condition it is required to be maintained pursuant to Section 11.

**15. TAXES.** Lessor shall report and pay all Taxes now or hereafter imposed or assessed by any governmental body, agency or taxing authority upon the purchase, ownership, delivery, installation, leasing, rental, use or sale of the Equipment, the Rent or other charges payable hereunder, or otherwise upon or in connection with any Lease, whether assessed on Lessor or Lessee, other than any such Taxes required by law to be reported and paid by Lessee. Lessee shall promptly reimburse Lessor for all such Taxes paid by Lessor, together with any penalties or interest in connection therewith attributable to Lessee's acts or failure to act, excluding (a) Taxes on or measured by the overall gross or net income or items of tax preference of Lessor, (b) as to any Lease the related Equipment, Taxes attributable to the period after the return of such Equipment to Lessor, and (c) Taxes imposed as a result of a sale or other transfer by Lessor of any portions of its interest in any Lease or in any Equipment except for a sale or other transfer to Lessee or a sale or other transfer occurring after and during the continuance of any Lessee Default.

**16. GENERAL INDEMNITY.** Lessee, to the extent permitted by law, shall indemnify and hold harmless Lessor and assignees, from and against any and all Claims arising directly or indirectly out of or in connection with any matter involving this Master Agreement, the Equipment or any Lease, including but not limited to the selection, manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, maintenance, use (including any patent, trademark or copyright infringement), condition, return or operation of any Equipment or the enforcement of Lessor's rights under any Lease. Notwithstanding the foregoing, Lessee shall have no obligation to indemnify or defend against any Claim arising solely as a result of Lessor's gross negligence or willful misconduct.

**17. COVENANT OF QUIET ENJOYMENT.** So long as no Lessee Default exists, and no event shall have occurred and be continuing which, with the giving of notice or the passage of time or both, would constitute a Lessee Default, neither Lessor nor any party acting or claiming through Lessor, by assignment or otherwise, will disturb Lessee's quiet enjoyment of the Equipment during the Total Term of the related Lease.

**18. DISCLAIMERS AND LESSEE WAIVERS. LESSEE LEASES THE EQUIPMENT FROM LESSOR "AS IS, WHERE IS". IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT (A) EXCEPT AS EXPRESSLY SET FORTH IN SECTION 17, LESSOR MAKES ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE DESIGN, COMPLIANCE WITH SPECIFICATIONS, QUALITY, OPERATION, OR CONDITION OF ANY EQUIPMENT (OR ANY PART THEREOF), THE MERCHANTABILITY OR FITNESS OF EQUIPMENT FOR A PARTICULAR PURPOSE, OR ISSUES REGARDING PATENT INFRINGEMENT, TITLE AND THE LIKE; (B) LESSOR SHALL NOT BE DEEMED TO HAVE MADE, BE BOUND BY OR LIABLE FOR, ANY REPRESENTATION, WARRANTY OR PROMISE MADE BY THE SUPPLIER OF ANY EQUIPMENT (EVEN IF LESSOR IS AFFILIATED WITH SUCH SUPPLIER); (C) LESSOR SHALL NOT BE LIABLE FOR ANY FAILURE OF ANY EQUIPMENT OR ANY DELAY IN THE DELIVERY OR INSTALLATION THEREOF; (D) LESSEE HAS SELECTED ALL EQUIPMENT WITHOUT LESSOR'S ASSISTANCE; AND (E) LESSOR IS NOT A MANUFACTURER OF ANY EQUIPMENT. IT IS FURTHER AGREED THAT LESSOR SHALL HAVE NO LIABILITY TO LESSEE, LESSEE'S CUSTOMERS, OR ANY THIRD PARTIES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS MASTER AGREEMENT OR ANY SCHEDULE OR CONCERNING ANY EQUIPMENT, OR FOR ANY DAMAGES BASED ON STRICT OR ABSOLUTE TORT LIABILITY OR LESSOR'S NEGLIGENCE; PROVIDED, HOWEVER, THAT NOTHING IN THIS MASTER AGREEMENT SHALL DEPRIVE LESSEE OF ANY RIGHTS IT MAY HAVE AGAINST ANY PERSON OTHER THAN LESSOR. LESSOR AND LESSEE AGREE THAT THE LEASES SHALL BE GOVERNED BY THE EXPRESS PROVISIONS OF THIS MASTER AGREEMENT AND THE OTHER FUNDAMENTAL AGREEMENTS AND NOT BY THE CONFLICTING PROVISIONS OF ANY OTHERWISE APPLICABLE LAW. ACCORDINGLY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC (INCLUDING, BUT NOT LIMITED TO, LESSEE'S RIGHTS, CLAIMS AND DEFENSES UNDER UCC SECTIONS 2A-303 AND 2A-508 THROUGH 2A-522) AND THOSE RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE, IN EITHER CASE THAT ARE INCONSISTENT WITH OR THAT WOULD LIMIT OR MODIFY LESSOR'S RIGHTS SET FORTH IN THIS MASTER AGREEMENT.**

**19. LESSEE WARRANTIES.** Lessee represents, warrants and covenants to Lessor with respect to each Lease that: (a) Lessee is an agency or department of, or a political subdivision of the state in which it is located; (b) Lessee has the power and authority to enter into each of the Fundamental Agreements; (c) all Fundamental Agreements are legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with their terms and do not violate or create a default under any instrument or agreement binding on Lessee; (d) there are no pending or threatened actions or proceedings before any court or administrative agency that could reasonably be expected to have a material adverse effect on Lessee or any Fundamental Agreement, unless such actions have been disclosed to Lessor and consented to in writing by Lessor; (e) Lessee shall comply in all material respects with all laws and regulations the violation of which could have a material adverse effect upon the Equipment or Lessee's performance of its obligations under any Fundamental Agreement; (f) each Fundamental Agreement shall be effective against all creditors of Lessee under applicable law, including fraudulent conveyance and bulk transfer laws, and shall raise no presumption of fraud; (g) all financial statements, certificates or summaries relating to Lessee's financial condition, fiscal budget or the assessment and collection of taxes and other related information furnished by Lessee shall be prepared in accordance with generally accepted accounting principles in the United States in effect at that time and shall fairly present Lessee's financial position as of the dates given on such statements; (h) since the date of the most recent annual financial statement, there has been no material adverse change in the financial condition of, or the level of assessment or collection of taxes by, the Lessee; (i) the Equipment, subject to the Lease, is essential to the immediate performance of a governmental or

proprietary function by Lessee within the scope of its authority and will be used during the Term of the Lease only by Lessee and only to perform such function; (j) Lessee intends to use the Equipment for the entire Term of the Lease and all Equipment will be used for business purposes only and not for personal, family or household purposes; (k) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with the Lease and the acquisition of the Equipment; (l) there has been no material change in the budget for Lessee's current Fiscal Period since its adoption; (m) Lessee's obligations to pay Rent and any other amounts due under the Lease constitute a current expense and not a debt of Lessee under applicable state law; (n) no provision of the Lease constitutes a pledge of the tax or general revenues of Lessee; (o) Lessee does not export, re-export, or transfer any Equipment, Software, system software or source code or any direct product thereof to a prohibited destination, or to nationals of proscribed countries wherever located, without prior authorization from the United States government and other applicable governments; (p) Lessee does not use any Equipment, Software or system software or technology, technical data, or technical assistance related thereto or the products thereof in the design, development, or production of nuclear, missile, chemical, or biological weapons or transfer the same to a prohibited destination, or to nationals of proscribed countries wherever located, without prior authorization from the United States and other applicable governments; and (q) Lessee is not an entity designated by the United States government or any other applicable government with which transacting business without the prior consent of such government is prohibited.

**20. DEFAULT.** Any of the following shall constitute a default by Lessee (a "Lessee Default") under this Master Agreement and all Leases: (a) Lessee fails to pay any Rent payment or any other amount payable to Lessor under this Master Agreement or any Schedule within 10 days after its due date; or (b) Lessee defaults on or breaches any of the other terms and conditions of any Material Agreement, and fails to cure such breach within 10 days after written notice thereof from Lessor; or (c) any representation or warranty made by Lessee in any Material Agreement proves to be incorrect in any material respect when made or reaffirmed; or (d) any change occurs in relation to Lessee's financial condition that, in Lessor's opinion, would have a material adverse effect on Lessee's ability to perform its obligations under this Master Agreement or under any Schedule; or (e) Lessee becomes insolvent or fails generally to pay its debts as they become due; or (f) a proceeding under any bankruptcy, reorganization, arrangement of debt, insolvency or receivership law is filed by or against Lessee (and if such proceeding is involuntary, it is not dismissed within 60 days after the filing thereof) or Lessee takes any action to authorize any of the foregoing matters; or (g) any letter of credit or guaranty issued in support of a Lease is revoked, breached, canceled or terminated (unless consented to in advance by Lessor); or (h) any Equipment is levied against, seized or attached.

**21. REMEDIES.** If a Lessee Default occurs, Lessor may, in its sole discretion, exercise one or more of the following remedies: (a) declare all amounts due and to become due during Lessee's current fiscal year under any or all Leases to be immediately due and payable; or (b) terminate this Master Agreement or any Lease; or (c) take possession of, or render unusable, any Equipment wherever the Equipment may be located, without demand or notice and without any court order or other process of law in accordance with Lessee's reasonable security procedures, and no such action shall constitute a termination of any Lease; or (d) require Lessee to deliver the Equipment to a location specified by Lessor; or (e) declare the Stipulated Loss Value for any or all Equipment to be due and payable as liquidated damages for loss of a bargain and not as a penalty and in lieu of any further Rent payments under the applicable Lease or Leases; or (f) proceed by court action to enforce performance by Lessee of any Lease and/or to recover all damages and expenses incurred by Lessor by reason of any Lessee Default; or (g) terminate any other agreement that Lessor may have with Lessee; or (h) exercise any other right or remedy available to Lessor at law or in equity. Also, Lessee shall pay Lessor (i) all costs and expenses that Lessor may incur to maintain, safeguard or preserve the Equipment, and other expenses incurred by Lessor in enforcing any of the terms, conditions or provisions of this Master Agreement (including reasonable legal fees and collection agency costs) and (ii) all costs incurred by Lessor in exercising any of its remedies hereunder (including reasonable legal fees). Upon repossession or surrender of any Equipment, Lessor will lease, sell or otherwise dispose of the Equipment in a commercially reasonable manner, with or without notice and at public or private sale, and apply the net proceeds thereof to the amounts owed to Lessor under this Master Agreement; provided, however, that Lessee will remain liable to Lessor for any deficiency that remains after any sale or lease of such Equipment. Any proceeds of any sale or lease of such Equipment in excess of the amounts owed to Lessor under this Master Agreement will be retained by Lessor. Lessee agrees that with respect to any notice of a sale required by law to be given, 10 days' notice will constitute reasonable notice. With respect to any exercise by Lessor of its right to recover and/or dispose of any Equipment or other Collateral securing Lessee's obligations under any Schedule, Lessee acknowledges and agrees as follows: (i) Lessor shall have no obligation, subject to the requirements of commercial reasonableness, to clean-up or otherwise prepare the Equipment or any other Collateral for disposition, (ii) Lessor may comply with any applicable state or federal law requirements in connection with any disposition of the Equipment or other Collateral, and any actions taken in connection therewith shall not be deemed to have adversely affected the commercial reasonableness of any such disposition, and (iii) Lessor may convey the Equipment and any other Collateral on an "AS IS, WHERE IS" basis, and without limiting the generality of the foregoing, may specifically exclude or disclaim any and all warranties, including any warranty of title or the like with respect to the disposition of the Equipment or other Collateral, and no such conveyance or such exclusion or such disclaimer of any warranty shall be deemed to have adversely affected the commercial reasonableness of any such disposition. These remedies are cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

**22. PERFORMANCE OF LESSEE'S OBLIGATIONS.** If Lessee fails to perform any of its obligations hereunder, Lessor may perform any act or make any payment that Lessor deems reasonably necessary for the maintenance and preservation of the Equipment and Lessor's interests therein; provided, however, that the performance of any act or payment by Lessor shall not be deemed a waiver of, or release Lessee from, the obligation at issue. All sums so paid by Lessor, together with expenses (including legal fees and costs) incurred by Lessor in connection therewith, shall be paid to Lessor by Lessee immediately upon demand.

**23. TRUE LEASE; SECURITY INTEREST; MAXIMUM RATE.** Each Lease is intended to be a "Finance Lease" as defined in Article 2A of the UCC, and Lessee hereby authorizes Lessor to file a financing statement to give public notice of Lessor's ownership of the Equipment. The parties' intent that each Lease be a "Finance Lease" within the meaning of Article 2A and the UCC shall have no effect on the characterization of any Lease for accounting purposes, which characterization shall be made by each party independently on the basis of generally accepted accounting principles in the United States in effect at the time. Lessee, by its execution of each Schedule, acknowledges that Lessor has informed it that (a) the identity of Seller is set forth in the applicable Schedule, (b) Lessee is entitled under Article 2A of the UCC to the promises and warranties, including those of any third party, provided to Lessor in connection with, or as a part of, the applicable Purchase Documents, and (c) Lessee may communicate with Seller and receive an accurate and complete statement of the promises and warranties, including any disclaimers and limitations of them or of remedies. If (1) notwithstanding the express intention of Lessor and Lessee to enter into a true lease, any Lease is ever deemed by a court of competent jurisdiction to be a lease intended for security, or (2) Lessor and Lessee enter into a Lease with the intention that it be treated as a lease intended as security by so providing in the applicable Schedule, then to secure payment and performance of Lessee's obligations under this Master Agreement and all Leases, Lessee hereby grants Lessor a purchase money security interest in the related Equipment and in all attachments, accessories, additions, substitutions, products, replacements, rentals and proceeds (including, without limitation, insurance proceeds) thereto as well as a security interest in any other equipment financed pursuant to this Master Agreement or any other agreement between Lessor and Lessee (collectively, the "Collateral"). In any such event, notwithstanding any provisions contained in this Master Agreement or in any Schedule, neither Lessor nor any Assignee shall be entitled to receive, collect or apply as interest any amount in excess of the maximum rate or amount permitted by applicable law. In the event Lessor or any Assignee ever receives, collects or applies as interest any amount in excess of the maximum amount permitted by applicable law, such excess amount shall be applied to the unpaid principal balance and any remaining excess shall be refunded to Lessee. In determining whether the interest paid or payable under any specific contingency exceeds the maximum rate or amount permitted by applicable law, Lessor and Lessee shall, to the maximum extent permitted under applicable law, characterize any non-principal payment as an expense or fee rather than as interest, exclude voluntary prepayments and the effect thereof, and spread the total amount of interest over the entire term of this Master Agreement and all Leases.

**24. ASSIGNMENT.** Lessor shall have the unqualified right to sell, assign, grant a security interest in or otherwise convey any part of its interest in this Master Agreement, any Lease or any Equipment, in whole or in part, without prior notice to or the consent of Lessee. If any Lease is sold, assigned, or otherwise conveyed, Lessee agrees that Lessor's purchaser, assignee or transferee, as the case may be ("Assignee") shall (a) have the same rights, powers and privileges that Lessor has under the applicable Lease, (b) have the right to receive from Lessee all amounts due under the applicable Lease; and (c) not be required to perform any obligations of Lessor, other than those that are expressly assumed in writing by such Assignee. Lessee agrees to execute such acknowledgements to such assignment as may be reasonably requested by Lessor or the Assignee. Lessee further agrees that, in any action brought by such Assignee against Lessee to enforce Lessor's rights hereunder, Lessee will not assert against such Assignee any set-off, defense or counterclaim that Lessee may have against Lessor or any other person. Unless otherwise specified by Lessor and the Assignee, Lessee shall continue to pay all amounts due under the applicable Lease to Lessor; provided, however, that upon notification from Lessor and the Assignee, Lessee covenants to pay all amounts due under the applicable Lease to such Assignee when due and as directed in such notice. Lessee further agrees that any Assignee may further sell, assign, grant a security interest in or otherwise convey its rights and interests under the applicable Lease with the same force and effect as the assignment described herein. Lessee may not assign, transfer, sell, sublease, pledge or otherwise dispose of this Master Agreement, any Lease, any Equipment or any interest therein.

**25. FURTHER ASSURANCES.** Lessee agrees to promptly execute and deliver to Lessor such further documents and take such further action as Lessor may require in order to more effectively carry out the intent and purpose of this Master Agreement and any Schedule. Without limiting the generality of the foregoing, Lessee agrees (a) to furnish to Lessor from time to time, its certified financial statements, officer's certificates and appropriate resolutions, opinions of counsel and such other information and documents as Lessor may reasonably request, and (b) to execute and timely deliver to Lessor such documents that Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral or to evidence Lessor's interest in the Equipment. It is also agreed that Lessor or Lessor's agent may file as a financing statement, any lease document (or copy thereof, where permitted by law) or other financing statement that Lessor deems appropriate to perfect or protect Lessor's security interest in the Collateral or to evidence Lessor's interest in the Equipment. Upon demand, Lessee will promptly reimburse Lessor for any filing or recordation fees or expenses (including legal fees and costs) incurred by Lessor in perfecting or protecting its interests in any Collateral. Lessee represents and warrants that Lessee's name as set forth in the signature block below is Lessee's full and accurate legal name and that the information set forth on the first page hereof regarding its organization number, tax identification number and location is true and correct as of the date hereof. Lessee further agrees to provide Lessor advance written notice of any change in the foregoing.

**26. TERM OF MASTER AGREEMENT; SURVIVAL.** This Master Agreement shall commence and be effective upon the execution hereof by both parties and shall continue in effect until terminated by either party by 30 days prior written notice to the other, provided that the effective date of the termination is after all obligations of Lessee arising hereunder and pursuant to any Schedule have been fully satisfied. Notwithstanding the foregoing, all representations, warranties and covenants made by Lessee hereunder shall survive the termination of this Master Agreement and shall remain in full force and effect. All of Lessor's rights, privileges and indemnities under this Master Agreement or any Lease, to the extent they are fairly attributable to events or conditions occurring or existing on or prior to the expiration or termination of such Lease, shall survive such expiration or termination and be enforceable by Lessor and Lessor's successors and assigns.

**27. WAIVER OF JURY TRIAL. LESSEE AND LESSOR HEREBY EXPRESSLY WAIVE ANY RIGHT TO DEMAND A JURY TRIAL WITH RESPECT TO ANY ACTION OR PROCEEDING INSTITUTED BY LESSOR OR LESSEE IN CONNECTION WITH THIS MASTER AGREEMENT OR ANY FUNDAMENTAL AGREEMENT.**

**28. NOTICES.** All notices, requests, demands, waivers and other communications required or permitted to be given under this Master Agreement or any other Fundamental Agreement shall be in writing and shall be deemed to have been received upon receipt if delivered personally or by a nationally recognized overnight courier service, or by confirmed facsimile transmission, or 3 days after deposit in the United States mail, certified, postage prepaid with return receipt requested, addressed as follows (or such other address or fax number as either party shall so notify the other):

If to Lessor:

Hewlett-Packard Financial Services Company  
200 Connell Drive, Suite 5000  
Berkeley Heights, NJ 07922  
Attn: Director of Operations North America  
Fax: (908) 898-4109

If to Lessee:

«Name\_of\_Lessee»  
«Customer\_HQ\_address\_1and2»  
«Customer\_HQ\_city»«Customer\_HQ\_state»«Customer\_HQ\_zip\_code»  
Attn: \_\_\_\_\_ (“Authorized Lessee Representative”)  
Fax: \_\_\_\_\_

**29. MISCELLANEOUS**

**(a) Governing Law.** THIS MASTER AGREEMENT AND EACH LEASE SHALL BE GOVERNED BY THE INTERNAL LAWS (AS OPPOSED TO CONFLICTS OF LAW PROVISIONS) OF THE STATE OF EQUIPMENT LOCATION.

**(b) Credit Review.** Lessee consents to a reasonable credit review by Lessor for each Lease.

**(c) Captions and References.** The captions contained in this Master Agreement and any Schedule are for convenience only and shall not affect the interpretation of this Master Agreement or any Lease. All references in this Master Agreement to Sections and Exhibits refer to Sections hereof and Exhibits hereto unless otherwise indicated.

**(d) Entire Agreement; Amendments.** This Master Agreement and all other Fundamental Agreements executed by both Lessor and Lessee constitute the entire agreement between Lessor and Lessee relating to the leasing of the Equipment, and supersede all prior agreements relating thereto, whether written or oral, and may not be amended or modified except in a writing signed by the parties hereto.

**(e) No Waiver.** Any failure of Lessor to require strict performance by Lessee, or any written waiver by Lessor of any provision hereof, shall not constitute consent or waiver of any other breach of the same or any other provision hereof.

**(f) Lessor Affiliates.** Lessee understands and agrees that Hewlett-Packard Financial Services Company or any affiliate or subsidiary thereof may, as lessor, execute Schedules under this Master Agreement, in which event the terms and conditions of the applicable Schedule and this Master Agreement as it relates to the lessor under such Schedule shall be binding upon and shall inure to the benefit of such entity executing such Schedule as lessor, as well as any successors or assigns of such entity. Lessee agrees that Lessor may disclose any information provided by Lessee to Lessor or created by Lessor in the course of administering the Material Agreements to any parent or affiliate of Lessor.

**(g) Invalidity.** If any provision of this Master Agreement or any Schedule shall be prohibited by or invalid under law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Master Agreement or such Schedule.

**(h) Counterparts.** This Master Agreement may be executed in counterparts, which collectively shall constitute one document.

**(i) Lessor Reliance.** Lessor may act in reliance upon any instruction, instrument or signature reasonably believed by Lessor in good faith to be genuine. Lessor may assume that any employee of Lessee who executes any document or gives any written notice, request or instruction has the authority to do so.

**30 DEFINITIONS.** All capitalized terms used in this Master Agreement have the meanings set forth below or in the Sections of this Master Agreement referred to below:

**“Acceptance Certificate”** means an Acceptance Certificate in substantially the form of Exhibit B executed by Lessee and delivered to Lessor in accordance with Section 3.

**“Acceptance Date”** means, as to any Lease, the date Lessee shall have accepted the Equipment subject to such Lease in accordance with Section 3.

**“Authorized Lessee Representative”** has the meaning specified in Section 28.

**“Assignee”** means any assignee of all or any portion of Lessor’s interest in this Master Agreement, any Schedule or any Equipment, whether such assignee received the assignment of such interest from Lessor or a previous assignee of such interest.

**“Casualty Loss”** means, with respect to any Equipment, the condemnation, taking, loss, destruction, theft or damage beyond repair of such Equipment.

**“Casualty Value”** means, as to any Equipment, an amount determined as of the date of the Casualty Loss or Lessee Default in question (“Calculation Date”) pursuant to a “Table of Casualty Values” attached to the applicable Schedule or, if no “Table of Casualty Values” is attached to the applicable Schedule, an amount equal to the sum of (a) the present value (as of the Calculation Date and discounted at the Discount Rate compounded monthly) of all Rent payments payable after the Calculation Date through the scheduled date of expiration of the Then Applicable Term, plus (b) an amount determined by multiplying the applicable casualty percentage specified below by the Total Cost of such Equipment. The “Discount Rate” shall mean a rate equal to the 2 year inter-bank swap rate quoted by Bloomberg L.P. (or, where not available, such other 2 year inter-bank swap rate quoted by a commercially available publication reasonably designated by us) at the Acceptance Date of the applicable Lease. The applicable casualty percentage will be 50% for Equipment having an Initial Term of less than 24 months; 40% for Equipment having an Initial Term of 24 months or greater,



but less than 36 months; 30% for Equipment having an Initial Term of 36 months or greater, but less than 48 months; and 25% for Equipment having an Initial Term of 48 months or greater.

**"Claims"** means all claims, actions, suits, proceedings, costs, expenses (including, without limitation, court costs, witness fees and attorneys' fees), damages, obligations, judgments, orders, penalties, fines, injuries, liabilities and losses, including, without limitation, actions based on Lessor's strict liability in tort.

**"Code"** means the Internal Revenue Code of 1986, as amended.

**"Collateral"** has the meaning specified in Section 23.

**"Daily Rent"** means, as to any Lease, an amount equal to the per diem Rent payable under the applicable Schedule (calculated on the basis of a 360 day year and 30 day months).

**"End-of-Term Notice"** means, as to any Lease, a written notice delivered by Lessee to Lessor at least 90 days prior to the end of the Initial Term, any Renewal Term or any optional extension of the Initial Term or any Renewal Term setting forth Lessee's elections pursuant to Section 4 with respect to the Equipment subject to such Lease. Each End-of-Term Notice shall specify on a line item basis and in the same format as the Equipment is described in the applicable Schedule (or if different, in the applicable Acceptance Certificate) the Units of Equipment to be purchased by Lessee (if any), as to which the Lease is to be renewed (if any) and that are to be returned to Lessor (if any).

**"Equipment"** has the meaning specified in Section 1.

**"Equipment Location"** means, as to any Equipment, the address at which such Equipment is located from time to time, as originally specified in the applicable Schedule and as subsequently specified in a notice delivered to Lessor pursuant to Section 12, if applicable.

**"Fair Market Value"** means the total price that would be paid for any specified Equipment in an arm's length transaction between an informed and willing buyer (other than a used equipment dealer) under no compulsion to buy and an informed and willing seller under no compulsion to sell. Such total price shall not be reduced by the costs of removing such Equipment from its current location or moving it to a new location.

**"Fair Rental Value"** means the amount of periodic rent that would be payable for any specified Equipment in an arm's length transaction between an informed and willing lessee and an informed and willing lessor, neither under compulsion to lease. Such amount shall not be reduced by the costs of removing such Equipment from its current location or moving it to a new location.

**"Final Invoice Amount"** has the meaning set forth in Section 2(c).

**"First Payment Date"** means, as to any Lease, the date the first Rent payment with respect to the Initial Term of such Lease is due, as determined pursuant to the terms of the applicable Schedule.

**"Fiscal Period"** shall mean the fiscal year of Lessee, as it may be more particularly described in a Schedule.

**"Fundamental Agreements"** means, collectively, this Master Agreement, each Schedule and Acceptance Certificate and all other related instruments and documents.

**"Hardware"** means items of tangible equipment and other property.

**"Initial Term"** means, as to any Lease, the initial term thereof as specified in the related Schedule.

**"Lease"** has the meaning specified in Section 2(a).

**"Lessee"** has the meaning specified in the preamble hereof.

**"Lessee Default"** has the meaning specified in Section 20.

**"Lessor"** has the meaning specified in the preamble hereof.

**"License Agreement"** means any license agreement or other document granting the purchaser the right to use Software or any technical information, confidential business information or other documentation relating to Hardware or Software, as amended, modified or supplemented by any other agreement between the licensor and Lessor.

**"Master Agreement"** has the meaning specified in the preamble hereof.

**"Material Agreements"** means, collectively, all Fundamental Agreements, all other material agreements by and between Lessor and Lessee, and any application for credit, financial statement, or financial data required to be provided by Lessee in connection with any Lease.

**"Mobile PC Equipment"** has the meaning specified in Section 12 hereof.

**"Non-Appropriation"** has the meaning specified in Section 7.

**"Optional Additions"** has the meaning specified in Section 11.

**"PC Equipment"** means, collectively, personal computers (e.g., workstations, desktops and notebooks) and related items of peripheral equipment (e.g., monitors, printers and docking stations).

**"Purchase Documents"** means, as to any Equipment, any purchase order, contract, bill of sale, License Agreement, invoice and/or other documents that Lessee has, at any time, approved, agreed to be bound by or entered into with any Supplier of such Equipment relating to the purchase, ownership, use or warranty of such Equipment.

**"Renewal Agreement"** has the meaning specified in Section 4.

**"Renewal Term"** has the meaning specified in Section 4.

**"Rent"** has the meaning specified in Section 5.

**"Schedule"** means, unless the context shall otherwise require a Schedule executed by Lessor and Lessee pursuant to Section 2(a).

**"Seller"** means, as to any Equipment, the seller of such Equipment as specified in the applicable Schedule.

**"Software"** means copies of computer software programs owned or licensed by Lessor, and any disks, CDs, or other media on which such programs are stored or written.

**"State"** means any of the states of the United States, its territories and possessions.

**"Stipulated Loss Value"** means, as to any Equipment, an amount equal to the sum of (a) all Rent and other amounts due and owing with respect to such Equipment as of the date of payment of such amount, plus (b) the Casualty Value of such Equipment.

**"Substitute Equipment"** means, as to any item of Hardware or Software subject to a Lease, a substantially equivalent or better item of Hardware or Software having equal or greater capabilities and equal or greater Fair Market Value manufactured or licensed by the same manufacturer or licensor as such item of Hardware or Software subject to a Lease. The determination of whether any item of Equipment is substantially equivalent or better than an item of Equipment subject to a Lease shall be based on all relevant facts and

circumstances, but shall minimally require, in the case of a computer, that each of processor, hard-drive, random access memory and CD ROM drive, if applicable, be equivalent or better.

“**Supplier**” means as to any Equipment, the Seller and the manufacturer or licensor of such Equipment collectively, or where the context requires, any of them.

“**System Software**” means an item of Software that is pre-loaded on an item of Hardware purchased by Lessor for lease hereunder for which the relevant Purchase Documents specify no purchase price separate from the aggregate purchase price specified for such items of Hardware and Software.

“**Taxes**” means all license and registration fees and all taxes (local, state and federal), fees, levies, imposts, duties, assessments, charges and withholding of any nature whatsoever, however designated (including, without limitation, any value added, transfer, sales, use, gross receipts, business, occupation, excise, personal property, real property, stamp or other taxes) other than taxes measured by Lessor’s income.

“**Term**” means the term thereof as specified in the related Schedule.

“**Then Applicable Term**” means, as to any Lease, the term of the Lease in effect at the time of determination, whether it be the Initial Term, any Renewal Term or any optional or other automatic extension of the Initial Term or any Renewal Term pursuant to Section 4.

“**Total Cost**” means as to any Lease, the total acquisition cost to Lessor of the Equipment subject to such Lease as set forth in the applicable Purchase Documents, including related delivery, installation, taxes and other charges which Lessor has agreed to pay and treat as a portion of such acquisition cost, if any.

“**Total Term**” means, as to any Lease, the aggregate term of such Lease, including the Initial Term, any Renewal Term and any optional or other automatic extension of the Initial Term or any Renewal Term pursuant to Section 4.

“**UCC**” means the Uniform Commercial Code as enacted and in effect in any applicable jurisdiction.

“**Unit of Equipment**” means, as to the Equipment leased pursuant to any Schedule (a) each individual item of PC Equipment leased pursuant to such Schedule, and (b) all Equipment taken as a whole leased pursuant to such Schedule other than PC Equipment taken as a whole.

**IN WITNESS WHEREOF, LESSEE AND LESSOR HAVE EXECUTED THIS MASTER AGREEMENT ON THE DATES SPECIFIED BELOW.**

**LESSEE:**

«Name\_of\_Lessee»

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

\_\_\_\_\_  
**Name and Title**

\_\_\_\_\_  
**Date**

**LESSOR:**

**HEWLETT-PACKARD FINANCIAL SERVICES COMPANY<sup>2</sup>**

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

\_\_\_\_\_  
**Name and Title**

\_\_\_\_\_  
**Date**

<sup>2</sup> Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.

Master Agreement Number «Master\_Agreement\_Number»

Schedule Number «Schedule\_Number»

COUNTERPART NO. \_\_\_\_\_ OF \_\_\_\_\_. TO THE EXTENT THAT THIS SCHEDULE CONSTITUTES CHATTEL PAPER (AS DEFINED ON THE UCC), NO SECURITY INTEREST IN THIS SCHEDULE MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NO. 1.

STATE AND LOCAL GOVERNMENT MASTER OPERATING LEASE AGREEMENT SCHEDULE

Hewlett-Packard Financial Services Company<sup>3</sup> ("Lessor") and «Name\_of\_Lessee», an agency, department or political subdivision of the State of \_\_\_\_\_ ("Lessee") are parties to the State and Local Government Master Operating Lease Agreement identified by the Master Agreement Number specified above (the "Master Agreement"). This Schedule (which shall be identified by the Schedule Number specified above) and the Master Agreement together comprise a separate Lease between the parties. The terms and conditions of the Master Agreement are hereby incorporated by reference into this Schedule. All capitalized terms used in this Schedule without definition have the meanings ascribed to them in the Master Agreement.

1. LEASE.

A. Description of Items of Leased Equipment Total Cost \$ «Total\_Cost\_for\_Leased\_Items»

B. Initial Term: «Term\_of\_Lease» Months.

2. RENT: \$\_«Total\_Rent»

RENT is payable: «Frequency» in «Advance\_or\_Arrears»

If the Rent is due in advance, then the first Rent payment shall be due on the Acceptance Date. If the Rent is due in arrears, then the first Rent payment shall be due at the end of the first payment frequency period as selected above.

3. LATEST COMMENCEMENT DATE: \_\_\_\_\_. Lessor's obligation to purchase and lease the Equipment is subject to the Acceptance Date being on or before the Latest Commencement Date.

4. EQUIPMENT LOCATION: «TableStart:EL»«Delivery\_Address»«TableEnd:EL»

5. SELLER: «TableStart:SV»«Seller\_Vendor»«TableEnd:SV»

6. APPROPRIATIONS: Monies for all Rent and other payments due under the Lease for the Fiscal Period ending \_\_\_\_\_ are available from Lessee's appropriated funds for such Fiscal Period and that appropriations and/or other funds have been encumbered or designated for the payment of all Rent and other payments that shall become due under the Lease in such Fiscal Period.

7. ADDITIONAL PROVISIONS:

8. FISCAL PERIOD: \_\_\_[Annual]\_\_\_\_\_

LESSOR AGREES TO LEASE TO LESSEE AND LESSEE AGREES TO LEASE FROM LESSOR THE EQUIPMENT DESCRIBED IN SECTION 1.A ABOVE. SUCH LEASE WILL BE GOVERNED BY THE MASTER AGREEMENT AND THIS SCHEDULE, INCLUDING THE IMPORTANT ADDITIONAL TERMS AND CONDITIONS SET FORTH ABOVE. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS SCHEDULE AND THE MASTER AGREEMENT, THE TERMS OF THIS SCHEDULE SHALL GOVERN. LESSEE HEREBY REPRESENTS AND WARRANTS THAT ON AND AS OF THE DATE HEREOF EACH OF THE

<sup>3</sup> Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.

REPRESENTATIONS AND WARRANTIES MADE BY LESSEE IN THE MASTER AGREEMENT ARE TRUE, CORRECT AND COMPLETE.

**LESSEE:**  
«Name\_of\_Lessee»

**LESSOR:**  
**HEWLETT-PACKARD FINANCIAL SERVICES COMPANY<sup>4</sup>**

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

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

\_\_\_\_\_  
**Name and Title**

\_\_\_\_\_  
**Name and Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

SAMPLE

<sup>4</sup> Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.

**Exhibit B to Master Agreement**

Master Agreement Number «Master\_Agreement\_Number»

Schedule Number «Schedule\_Number»

**STATE AND LOCAL GOVERNMENT MASTER OPERATING LEASE AGREEMENT  
ACCEPTANCE CERTIFICATE**

Hewlett-Packard Financial Services Company<sup>5</sup> ("Lessor") and «Name\_of\_Lessee», an agency, department or political subdivision of the State of \_\_\_\_\_ ("Lessee") are parties to the State and Local Government Master Operating Lease Agreement (the "Master Agreement") and Schedule under such Master Agreement (the "Schedule") identified by the Master Agreement Number and Schedule Number, respectively, specified above. The Master Agreement and Schedule together comprise a separate Lease that is being accepted and commenced pursuant to this Acceptance Certificate. All capitalized terms used in this Acceptance Certificate without definition have the meanings ascribed to them in the Master Agreement.

**1. LEASE ACCEPTANCE.** Lessee hereby acknowledges that the Equipment described in Section 1 of the Schedule, or if different, the Equipment described in the attached invoice or other attachment hereto, has been delivered to the Equipment Location specified below, inspected by Lessee and found to be in good operating order and condition, and has been unconditionally and irrevocably accepted by Lessee under the Lease evidenced by the Master Agreement and the Schedule as of the Acceptance Date set forth below. Lessee authorizes Lessor to adjust the Rent payments on the Schedule to reflect the Final Invoice Amount set forth on the attached invoice(s) if such amount is different than the Total Cost on the Schedule.

**2. LESSEE ACKNOWLEDGEMENTS.** Lessee hereby agrees to faithfully perform all of its obligations under the Master Agreement and the Schedule and reaffirms, as of the date hereof, its representations and warranties as set forth in the Master Agreement. Lessee hereby acknowledges its agreement to pay Lessor Rent payments, as set forth in the Schedule, plus any applicable taxes, together with all other costs, expenses and charges whatsoever which Lessee is required to pay pursuant to the Master Agreement and the Schedule, in each instance at the times, in the manner and under the terms and conditions set forth in the Master Agreement and the Schedule, respectively.

**3. EQUIPMENT LOCATION.** The Equipment has been installed and is located at the following Equipment Location:  
«TableStart:EL»«Delivery\_Address»«TableEnd:EL»

**4. REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents and warrants that on and as of the date hereof each of the representations and warranties made by Lessee in the Master Agreement are true, correct and complete.

«Name\_of\_Lessee»

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

\_\_\_\_\_  
Name and Title

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

<sup>5</sup> Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.



# HP Attachment 5c – State and Local Government Master Lease Purchase Agreement



Lessee's Organization Number [REDACTED]  
Lessee's Tax Identification Number «VAT\_Tax\_ID»  
Lessee's UCC Section 9-307 Location [REDACTED]

## STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT

This State and Local Government Master Lease Purchase Agreement (together with Exhibits A and B attached hereto and hereby made a part hereof, (this "Master Agreement"), dated as of \_\_\_\_\_, is entered into by and between Hewlett-Packard Financial Services Company,<sup>1</sup> a Delaware corporation ("Lessor"), and «Name of Lessee», an agency, department or political subdivision of the State of \_\_\_\_\_ ("Lessee"). Capitalized terms used in this Master Agreement without definition have the meanings ascribed to them in Section 31.

**1. PURPOSE OF MASTER AGREEMENT.** The purpose of this Master Agreement is to set forth the general terms and conditions upon which Lessor shall lease to Lessee, and Lessee shall lease from Lessor, items of Hardware, Software or both (the "Equipment"). In connection with its execution of this Master Agreement, Lessee shall deliver to Lessor an Officer's Certificate in form and substance acceptable to Lessor, executed by a duly authorized officer of Lessee and certifying as to, among other things, Lessee's authority to enter into this Master Agreement, and the authority of Lessee's officers or representatives specified therein to execute this Master Agreement and an opinion of Lessee's counsel in form and content satisfactory to Lessor.

**2. COMMENCEMENT PROCEDURES.** Subject to the other terms and conditions contained in this Master Agreement and the applicable Schedule, Lessee shall enter into individual Leases (hereinafter defined) with Lessor as follows:

(a) Execution of Schedule. Lessor and Lessee mutually agree to enter into a Lease by executing a Schedule in the form of Exhibit A with such changes as Lessor and Lessee shall have agreed to as conclusively evidenced by their execution thereof. Each such Schedule shall specifically identify (by serial number or other identifying characteristics) the items of Equipment to be leased under such Schedule. Each Schedule, when executed by both Lessee and Lessor, together with this Master Agreement, shall constitute a separate and distinct lease ("Lease"), enforceable according to its terms. In the event of any conflict between the terms of this Master Agreement and such Schedule, the provisions of the Schedule shall govern.

(b) Acceptance; Term of Leases. Lessee shall accept the Equipment subject to a Lease in accordance with Section 3. The Term of each Lease shall begin on the Acceptance Date of the Equipment subject to such Lease and shall continue for the period described in the applicable Schedule unless a Nonappropriation shall have occurred.

(c) Adjustments to Schedule. Lessee acknowledges that the Total Cost of Equipment and the related Rent payments set forth in any Schedule may be estimates, and if the final invoice from the Seller attached to the related Acceptance Certificate(s) specifies a Total Cost that is less than the estimated Total Cost set forth in the Schedule, Lessee hereby authorizes Lessor to reduce the applicable Total Cost and Rent payment on the Schedule by up to ten percent (10%) to reflect such final invoice amount (the "Final Invoice Amount"). All references in this Master Agreement and any Schedule to Total Cost and Rent shall mean the amounts thereof specified in the applicable Schedule, as adjusted pursuant to this paragraph.

(d) Payment by Lessor. Within 30 days after Lessee's delivery to Lessor of a properly completed and executed Acceptance Certificate and all other documentation necessary to establish Lessee's acceptance of such Equipment under the related Lease and Lessor's acceptance of such Acceptance Certificate, Lessor shall pay for the Equipment. Lessor shall not accept the Acceptance Certificate until it has received from Lessee (1) evidence of insurance with respect to the Equipment in compliance with Section 14 hereof, (2) a completed and executed original Form 8038-G or 8038-GC, as applicable, or evidence of filing thereof with the Internal Revenue Service in the manner required by Code Section 149(e), (3) an opinion of Lessee's counsel, if required by Lessor, in form and substance reasonably satisfactory to Lessor and (4) any other documents or items reasonably required by Lessor. Notwithstanding the foregoing, Lessor shall not be obligated to pay for the Equipment if a Lessee Default has occurred or an event has occurred and is continuing that with the passage of time or provision of notice would constitute a Lessee Default. Lessor and Lessee acknowledge that the date the Lessor pays for the Equipment shall be the issue date of the obligation for federal income tax purposes in accordance with the Code and no Rent shall accrue prior to such date.

**3. ACCEPTANCE OF EQUIPMENT.** (a) Inspection of Equipment. Lessee agrees to inspect all Equipment as soon as reasonably practicable after the delivery thereof to Lessee.

(b) Acceptance Certificate. Upon the satisfactory inspection of the Equipment by Lessee, or if acceptance requirements for such Equipment are specified in the applicable Purchase Documents, as soon as such requirements are met, Lessee shall unconditionally and irrevocably accept the Equipment by executing and delivering to Lessor a properly completed Acceptance Certificate in substantially the form of Exhibit B.

**4. RENT; LATE CHARGES.** As rent ("Rent") for the Equipment under any Lease, Lessee agrees to pay the amounts specified in the applicable Schedule on the due dates specified in the applicable Schedule. Lessee agrees to pay Lessor interest on any Rent payment or other amount due hereunder that is not paid within 10 days of its due date, at the rate of 1-1/2% per month (or such lesser rate as is

<sup>1</sup> Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.

the maximum rate allowable under applicable law). Lessee will make provision for such payments in budgets submitted to its governing body for the purpose of obtaining funding for the payments.

**5. TRANSFER OF EQUIPMENT ON EXPIRATION OF LEASE TERM.** If Lessee has paid all Rent and all other amounts due under the Lease and has satisfied all other terms and conditions of the Lease, the Lease shall terminate and, except as provided in Section 28, Lessee shall be relieved of all of its obligations in favor of Lessor with respect to the Equipment and Lessor shall transfer all of its interest in such Equipment to Lessee "AS IS, WHERE IS," without any warranty, express or implied, from Lessor, other than the absence of any liens or claims by or through Lessor.

**6. LEASES NON-CANCELABLE; NET LEASES; WAIVER OF DEFENSES TO PAYMENT. IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT EACH LEASE HEREUNDER SHALL BE NON-CANCELABLE (EXCEPT AS SET FORTH IN SECTION 7 HEREOF), AND THAT EACH LEASE HEREUNDER IS A NET LEASE SO THAT AMONG OTHER THINGS LESSEE SHALL PAY IN ADDITION TO THE RENT, TAXES, INSURANCE AND MAINTENANCE CHARGES RELATED TO THE EQUIPMENT. LESSEE AGREES THAT IT HAS AN ABSOLUTE AND UNCONDITIONAL OBLIGATION TO PAY ALL RENT AND OTHER AMOUNTS WHEN DUE. LESSEE HEREBY WAIVES ANY RECOUPMENT, CROSS-CLAIM, COUNTERCLAIM OR ANY OTHER DEFENSE AT LAW OR IN EQUITY TO ANY RENT OR OTHER AMOUNT DUE WITH RESPECT TO ANY LEASE, WHETHER ANY SUCH DEFENSE ARISES OUT OF THIS MASTER AGREEMENT, ANY SCHEDULE, ANY CLAIM BY LESSEE AGAINST LESSOR, LESSOR'S ASSIGNEES OR SUPPLIER OR OTHERWISE. IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE OR INTEGRATE AS REPRESENTED OR WARRANTED BY SUPPLIER OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER, LESSEE WILL MAKE ANY CLAIM ON ACCOUNT OF THOSE ISSUES SOLELY AGAINST SUPPLIER AND WILL NEVERTHELESS PAY ALL SUMS DUE WITH RESPECT TO EACH LEASE.**

**7. NONAPPROPRIATION.** Notwithstanding anything contained in this Master Agreement to the contrary, in the event that sufficient funds are not appropriated and budgeted by Lessee's governing body or are not otherwise available from other legally available sources in any fiscal period for the payment of Rent and other amounts due under any Lease, the Lease shall terminate on the last day of the fiscal period for which appropriations were received or other amounts are available to pay amounts due under the Lease without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Rent payments or other amounts herein agreed upon for which funds shall have been appropriated or are otherwise available. Lessee will immediately notify the Lessor or its assignee of such occurrence. In the event of such termination, Lessee shall immediately cease all use of the Equipment, and shall, at its sole expense and risk, immediately de-install, disassemble, pack, crate, insure, and return the Equipment subject to such Lease to Lessor (all in accordance with Section 10 of this Master Agreement). Such Equipment shall be in the same condition as when received by Lessee (reasonable wear, tear and depreciation resulting from normal and proper use excepted), shall be in good operating order and maintenance as required by this Lease, shall be free and clear of any liens (except Lessor's lien) and shall comply with all applicable laws and regulations. Lessee agrees to execute and deliver to Lessor all documents reasonably requested by Lessor or evidence the transfer of legal and beneficial title to such Equipment to Lessor and to evidence the termination of Lessee's interest in such Equipment. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. At Lessor's request, Lessee shall promptly provide supplemental documentation as to such Non-Appropriation satisfactory to Lessor. Lessee's exercise of its rights pursuant to this Section 7 shall not affect the survival of any indemnity and other provisions (other than the obligation to lease the Equipment and pay amounts due under the Lease) which survive the termination of the Lease.

**8. ASSIGNMENT OF PURCHASE DOCUMENTS.** Lessee assigns to Lessor all of Lessee's right, title and interest in and to (a) the Equipment described in each Schedule, and (b) the Purchase Documents relating to such Equipment. Such assignment of the Purchase Documents is an assignment of rights only; nothing in this Master Agreement shall be deemed to have relieved Lessee of any obligation or liability under any of the Purchase Documents, except that, as between Lessee and Lessor, Lessor shall pay for the Equipment in accordance with Section 2(d) hereof. Lessee represents and warrants that it has reviewed and approved the Purchase Documents. In addition, if Lessor shall so request, Lessee shall deliver to Lessor a document acceptable to Lessor whereby Seller acknowledges and provides any required consent to such assignment. For the avoidance of doubt, Lessee covenants and agrees that it shall at all times during the Term of each Lease comply in all respects with the terms of any License Agreement relating to any Equipment leased thereunder. **IT IS ALSO SPECIFICALLY UNDERSTOOD AND AGREED THAT NEITHER SUPPLIER NOR ANY SALESPERSON OF SUPPLIER IS AN AGENT OF LESSOR, NOR ARE THEY AUTHORIZED TO WAIVE OR ALTER ANY TERMS OF THIS MASTER AGREEMENT OR ANY SCHEDULE.**

**9. ASSIGNMENT OF SUPPLIER WARRANTIES.** To the extent permitted, Lessor hereby assigns to Lessee all Equipment warranties provided by any Supplier in the applicable Purchase Documents. Lessee shall have the right to take any action it deems appropriate to enforce such warranties provided such enforcement is pursued in Lessee's name and at its expense. In the event Lessee is precluded from enforcing any such warranty in its name and to the extent Lessor retains title to the Equipment, Lessor shall, upon Lessee's request, take reasonable steps to enforce such warranty. In such circumstances, Lessee shall, promptly upon demand, reimburse Lessor for all expenses incurred by Lessor in enforcing the Supplier warranty. Any recovery resulting from any such enforcement efforts shall be divided between Lessor and Lessee as their interests may appear.

**10. EQUIPMENT RETURN REQUIREMENTS.** At any time Lessee is required to return Equipment to Lessor under the terms of this Master Agreement or any Schedule, Lessee shall (a) wipe clean or permanently delete all data contained on the Equipment, including without limitation, any data contained on internal or external drives, discs, or accompanying media, and (b) pack the Equipment to be returned to Lessor in accordance with the manufacturer's guidelines and deliver such Equipment to Lessor at any destination within the continental United States designated by Lessor. In the case of any item of Software or License Agreement subject to a Schedule, at the time of the occurrence of a Non-Appropriation or a Lessee Default, Lessee shall also be automatically deemed to have reassigned any License Agreement, and shall immediately de-install and deliver to Lessor all Software, together with the original certificate of authenticity issued by the licensor of such Software, if any. All dismantling, packaging, transportation, in-transit insurance and shipping

charges shall be borne by Lessee. All Equipment shall be returned to Lessor in the same condition and working order as when delivered to Lessee, reasonable wear and tear excepted, and except in the case of PC Equipment and Software, shall qualify for maintenance service by the Supplier at its then standard rates for Equipment of that age, if available. Lessee shall be responsible for, and shall reimburse Lessor promptly on demand for, the cost of returning the Equipment to good working condition or, in the case of Equipment other than PC Equipment and Software, qualifying the Equipment for the Supplier's maintenance service, if available.

**11. EQUIPMENT USE, MAINTENANCE AND ADDITIONS.** Lessee is solely responsible for the selection, installation, operation and maintenance of the Equipment and all costs related thereto, including shipping charges. Lessee shall at all times operate and maintain the Equipment in good working order, repair, condition and appearance, and in accordance with the manufacturer's specifications and recommendations. On reasonable prior notice to Lessee, Lessor and Lessor's agents shall have the right, during Lessee's normal business hours and subject to Lessee's reasonable, standard security procedures, to enter the premises where the Equipment is located for the purpose of inspecting the Equipment and observing its use. Except in the case of PC Equipment and Software, Lessee shall, at its expense, enter into and maintain and enforce at all times during the Term of each Lease a maintenance agreement to service and maintain the related Equipment, upon terms and with a provider reasonably acceptable to Lessor. Lessee shall make no alterations or additions to the Equipment, except those that (a) will not void any warranty made by the Supplier of the Equipment, result in the creation of any security interest, lien or encumbrance on the Equipment or impair the value or use of the Equipment either at the time made or at the end of the Term of the applicable Lease, and are readily removable without damage to the Equipment ("Optional Additions"), or (b) are required by any applicable law, regulation or order. All additions to the Equipment or repairs made to the Equipment, except Optional Additions, become a part of the Equipment and Lessor's property at the time made; Optional Additions which have not been removed in the event of the return of the Equipment shall become Lessor's property upon such return.

**12. EQUIPMENT OWNERSHIP; LIENS; LOCATION.** Upon acceptance of the Equipment by Lessee hereunder, title to the Equipment will vest in Lessee; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 7 hereof, or (ii) upon the occurrence of a Lessee Default as defined in Section 22 hereof, and as long as such Lessee Default is continuing, title to the Equipment (including Substitute Equipment) will immediately vest in Lessor or its assignee. Lessee covenants with respect to each Lease that: (i) it will not pledge or encumber the Equipment or Lessor's interest in the Equipment in any manner whatsoever nor create or permit to exist any levy, lien or encumbrance thereof or thereon except those created by or through Lessor; (ii) the Equipment shall remain personal property whether or not affixed to realty and shall not become a fixture or be made to become a part of any real property on which it is placed without Lessor's prior written consent; and (iii) Lessee shall maintain the Equipment so that it does not become essential to and may be removed from any building in which it is placed without any damage to the building or the Equipment. Provided Lessee remains in possession and control of the Equipment, Lessee may relocate any Equipment from the Equipment Location specified in the applicable Schedule to another of its locations within the State of the Equipment Location upon prior written notice to Lessor specifying the new Equipment Location or to another of its locations within the United States after receiving the written consent of Lessor to such relocation. Lessee shall not locate or relocate any Equipment such that any third party comes into possession or control thereof without Lessor's prior written consent; provided, however, that Lessor shall not unreasonably withhold its consent to the location or relocation of Equipment to a third party co-location or hosting facility if such third party shall have executed and delivered to Lessor a waiver agreement in form and substance acceptable to Lessor pursuant to which, among other things, such third party shall have waived any rights to the Equipment and agreed to surrender the Equipment to Lessor in the event of a Lessee Default under this Master Agreement. Notwithstanding the foregoing, Lessor agrees that computer equipment usable outside of a fixed office environment, such as laptops, notebooks or similar PC Equipment (collectively, "Mobile PC Equipment") may be relocated on a non-permanent basis from the Equipment Location originally specified in the applicable Schedule without Lessor's prior written consent, provided that (i) such relocation is made by Lessee's primary employee in the custody and control of such Mobile PC Equipment; (ii) the primary employee remains in possession and control of the Mobile PC Equipment, and (iii) the primary employee's principal office is the Equipment Location. For purposes of this Master Agreement and any applicable Schedule, the term Equipment shall be deemed to include all Mobile PC Equipment.

**13. SECURITY INTEREST; MAXIMUM RATE.** In order to secure all of its obligations hereunder, Lessee hereby, to the extent permitted by law and to secure payment and performance of Lessee's obligations under this Master Agreement and all Leases, grants Lessor a purchase money security interest in the related Equipment and in all attachments, accessories, additions, substitutions, products, replacements, rentals and proceeds (including, without limitation, insurance proceeds) thereto as well as a security interest in any other Equipment financed pursuant to this Master Agreement or any other agreement between Lessor and Lessee (collectively, the "Collateral"). In any such event, notwithstanding any provisions contained in this Master Agreement or in any Schedule, neither Lessor nor any Assignee shall be entitled to receive, collect or apply as interest any amount in excess of the maximum rate or amount permitted by applicable law. In the event Lessor or any Assignee ever receives, collects or applies as interest any amount in excess of the maximum amount permitted by applicable law, such excess amount shall be applied to the unpaid principal balance and any remaining excess shall be refunded to Lessee. In determining whether the interest paid or payable under any specific contingency exceeds the maximum rate or amount permitted by applicable law, Lessor and Lessee shall, to the maximum extent permitted under applicable law, characterize any non-principal payment as an expense or fee rather than as interest, exclude voluntary prepayments and the effect thereof, and spread the total amount of interest over the entire term of this Master Agreement and all Leases. Lessee agrees that Lessor may file this Lease as a financing statement evidencing such security interest or any other financing statement deemed necessary by Lessor and agrees to execute and deliver all certificates of title and other instruments necessary or appropriate to evidence such security interest.

**14. RISK OF LOSS AND INSURANCE.** Lessee assumes any and all risk of loss or damage to the Equipment from the time such Equipment is delivered to Lessee until such Equipment is returned to and is received by Lessor in accordance with the terms and conditions of this Master Agreement. Lessee agrees to keep the Equipment insured at Lessee's expense against all risks of loss from any cause whatsoever, including without limitation, loss by fire (including extended coverage), theft and damage. Lessee agrees that such insurance shall name Lessor as a loss payee and cover not less than the replacement value of the Equipment. Lessee also

agrees that it shall carry commercial general liability insurance in an amount not less than \$2,000,000 total liability per occurrence and cause Lessor and its affiliates and its and their successors and assigns, to be named additional insureds under such insurance. Each policy shall provide that the insurance cannot be canceled without at least 30 days' prior written notice to Lessor, and no policy shall contain a deductible in excess of \$25,000. Upon Lessor's prior written consent, in lieu of maintaining insurance obtained by third party insurance carriers, Lessee may self insure against such risks, provided that Lessor's interests are protected to the same extent as if the insurance had been obtained by third party insurance carriers and provided further that such self insurance program is consistent with prudent business practices with respect with such insurance risk. Lessee shall provide to Lessor (a) on or prior to the Acceptance Date for each Lease, and from time to time thereafter, certificates of insurance evidencing such insurance coverage throughout the Term of each Lease, and (b) upon Lessor's request, copies of the insurance policies. If Lessee fails to provide Lessor with such evidence, then Lessor will have the right, but not the obligation, to purchase such insurance protecting Lessor at Lessee's expense. Lessee's expense shall include the full premium paid for such insurance and any customary charges, costs or fees of Lessor. Lessee agrees to pay such amounts in substantially equal installments allocated to each Rent payment (plus interest on such amounts at the rate of 1-1/2% per month or such lesser rate as is the maximum rate allowable under applicable law).

**15. CASUALTY LOSS.** Lessee shall notify Lessor of any Casualty Loss or repairable damage to any Equipment as soon as reasonably practicable after the date of any such occurrence but in no event later than 30 days after such occurrence. In the event any Casualty Loss shall occur, on the next Rent payment date Lessee shall (a) at Lessee's option provided no Lessee Default has occurred nor an event that with the passage of time or provision of notice would constitute a Lessee Default has occurred and is continuing or (b) at Lessor's option if a Lessee Default has occurred or an event that with the passage of time or provision of notice would constitute a Lessee Default has occurred and is continuing, (1) subject to Section 7 hereof, pay Lessor the Stipulated Loss Value of the Equipment suffering the Casualty Loss, or (2) substitute and replace each item of Equipment suffering the Casualty Loss with an item of Substitute Equipment. If Lessee shall pay the Stipulated Loss Value of the Equipment suffering a Casualty Loss, upon Lessor's receipt in full of such payment the applicable Lease shall terminate as it relates to such Equipment and, except as provided in Section 28, Lessee shall be relieved of all obligations under the applicable Lease as it relates to such Equipment. If Lessee shall replace Equipment suffering a Casualty Loss with items of Substitute Equipment the applicable Lease shall continue in full force and effect without any abatement of Rent with such Substitute Equipment thereafter being deemed to be Equipment leased thereunder. Upon Lessor's receipt of such payment of Stipulated Loss Value in full or replacement of the Equipment suffering the Casualty Loss with Substitute Equipment, Lessor shall transfer to Lessee all of Lessor's interest in the Equipment suffering the Casualty Loss "AS IS, WHERE IS," without any warranty, express or implied, from Lessor, other than the absence of any liens or claims by or through Lessor. In the event of any repairable damage to any Equipment, the Lease shall continue with respect to such Equipment without any abatement of Rent and Lessee shall, at its expense, from insurance proceeds or other funds legally available, promptly cause such Equipment to be repaired to the condition it is required to be maintained pursuant to Section 11.

**16. TAXES.** Lessor shall report and pay all Taxes now or hereafter imposed or assessed by any governmental body, agency or taxing authority upon the purchase, ownership, delivery, installation, leasing, rental, use or sale of the Equipment, the Rent or other charges payable hereunder, or otherwise upon or in connection with any Lease, whether assessed on Lessor or Lessee, other than any such Taxes required by law to be reported and paid by Lessee. Lessee shall promptly reimburse Lessor for all such Taxes paid by Lessor, together with any penalties or interest in connection therewith attributable to Lessee's acts or failure to act, excluding (a) Taxes on or measured by the overall gross or net income or items of tax preference of Lessor, (b) as to any Lease the related Equipment, Taxes attributable to the period after the return of such Equipment to Lessor, and (c) Taxes imposed as a result of a sale or other transfer by Lessor of any portions of its interest in any Lease or in any Equipment except for a sale or other transfer to Lessee or a sale or other transfer occurring after and during the continuance of any Lessee Default.

**17. GENERAL INDEMNITY.** Lessee, to the extent permitted by law, shall indemnify and hold harmless Lessor and assignees, from and against any and all Claims arising out of or in connection with any matter involving this Master Agreement, the Equipment or any Lease, including but not limited to the selection, manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, maintenance, use (including any patent, trademark or copyright infringement), condition, return or operation of any Equipment or the enforcement of Lessor's rights under any Lease. Notwithstanding the foregoing, Lessee shall have no obligation to indemnify or defend against any Claim arising solely as a result of Lessor's gross negligence or willful misconduct.

**18. TAX REPRESENTATIONS AND COVENANTS AND TAX PAYMENTS.** (a) Lessee represents, covenants and warrants that: (i) Lessee is a political subdivision or agency or department of the State in which it is located; (ii) a portion of the Rent is interest based on the total Equipment cost as shown on a Schedule and such interest portion of the Rent shall be excluded from Lessor's gross income pursuant to Section 103 of the Code; (iii) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (iv) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (v) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Rent payments to be or become includable in gross income for federal income taxation purposes under the Code; (vii) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term; (viii) Lessee has never failed to appropriate funds for payment of any amount due pursuant to a lease purchase agreement, a conditional sales agreement or any similar type of obligation; and (ix) Lessee is not and has never been in default under any bond, note, lease purchase agreement or other type of financial obligation to which it has been a party.

(b) This Master Agreement has been entered into on the basis that Lessor or any Assignee of Lessor shall claim that the interest paid hereunder is exempt from federal income tax under Section 103(a) of the Code. Upon a breach by Lessee of any of its representations, warranties and covenants in Section 18(a) above and as a result thereof, the United States Government disallows, eliminates, reduces, recaptures, or disqualifies, in whole or in part, any benefits of such exemption, Lessee shall then pay to Lessor, at

Lessor's election, either: (i) supplemental payment(s) to Lessor during the remaining period of the Term(s) in an amount necessary to permit Lessor to receive (on an after tax basis over the full term of the Master Agreement) the same rate of return that Lessor would have realized had there not been a loss or disallowance of such benefits, together with the amount of any interest or penalty which may be assessed by the governmental authority with respect to such loss or disallowance; or (ii) a lump sum payable upon demand to Lessor which shall be equal to the amount necessary to permit Lessor to receive (on an after tax basis over the full term of the Master Agreement) the same rate of return that Lessor would have realized had there not been a loss or disallowance of such benefits together with the amount of any interest or penalty which may be assessed by the governmental authority with respect to such loss or disallowance.

**19. COVENANT OF QUIET ENJOYMENT.** So long as no Lessee Default exists, and no event shall have occurred and be continuing which, with the giving of notice or the passage of time or both, would constitute a Lessee Default, neither Lessor nor any party acting or claiming through Lessor, by assignment or otherwise, will disturb Lessee's quiet enjoyment of the Equipment during the Term of the related Lease.

**20. DISCLAIMERS AND LESSEE WAIVERS.** LESSEE LEASES THE EQUIPMENT FROM LESSOR "AS IS, WHERE IS." IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT (A) EXCEPT AS EXPRESSLY SET FORTH IN SECTION 19, LESSOR MAKES ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE DESIGN, COMPLIANCE WITH SPECIFICATIONS, QUALITY, OPERATION, OR CONDITION OF ANY EQUIPMENT (OR ANY PART THEREOF), THE MERCHANTABILITY OR FITNESS OF EQUIPMENT FOR A PARTICULAR PURPOSE, OR ISSUES REGARDING PATENT INFRINGEMENT, TITLE AND THE LIKE; (B) LESSOR SHALL NOT BE DEEMED TO HAVE MADE, BE BOUND BY OR LIABLE FOR, ANY REPRESENTATION, WARRANTY OR PROMISE MADE BY THE SUPPLIER OF ANY EQUIPMENT (EVEN IF LESSOR IS AFFILIATED WITH SUCH SUPPLIER); (C) LESSOR SHALL NOT BE LIABLE FOR ANY FAILURE OF ANY EQUIPMENT OR ANY DELAY IN THE DELIVERY OR INSTALLATION THEREOF; (D) LESSEE HAS SELECTED ALL EQUIPMENT WITHOUT LESSOR'S ASSISTANCE; AND (E) LESSOR IS NOT A MANUFACTURER OF ANY EQUIPMENT. IT IS FURTHER AGREED THAT LESSOR SHALL HAVE NO LIABILITY TO LESSEE, OR ANY THIRD PARTIES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS MASTER AGREEMENT OR ANY SCHEDULE OR CONCERNING ANY EQUIPMENT, OR FOR ANY DAMAGES BASED ON STRICT OR ABSOLUTE TORT LIABILITY OR LESSOR'S NEGLIGENCE; PROVIDED, HOWEVER, THAT NOTHING IN THIS MASTER AGREEMENT SHALL DEPRIVE LESSEE OF ANY RIGHTS IT MAY HAVE AGAINST ANY PERSON OTHER THAN LESSOR. LESSOR AND LESSEE AGREE THAT THE LEASES SHALL BE GOVERNED BY THE EXPRESS PROVISIONS OF THIS MASTER AGREEMENT AND THE OTHER FUNDAMENTAL AGREEMENTS AND NOT BY THE CONFLICTING PROVISIONS OF ANY OTHERWISE APPLICABLE LAW. ACCORDINGLY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY STATUTE OR OTHERWISE, IN EITHER CASE THAT ARE INCONSISTENT WITH OR THAT WOULD LIMIT OR MODIFY LESSOR'S RIGHTS SET FORTH IN THIS MASTER AGREEMENT.

**21. LESSEE WARRANTIES.** Lessee represents, warrants and covenants to Lessor with respect to each Lease that: (a) Lessee has the power and authority to enter into each of the Fundamental Agreements; (b) all Fundamental Agreements are legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with their terms and do not violate or create a default under any instrument or agreement binding on Lessee; (c) there are no pending or threatened actions or proceedings before any court or administrative agency that could have a material adverse effect on Lessee or any Fundamental Agreement, unless such actions have been disclosed to Lessor and consented to in writing by Lessor; (d) Lessee shall comply in all material respects with all laws and regulations the violation of which could have a material adverse effect upon the Equipment or Lessee's performance of its obligations under any Fundamental Agreement; (e) each Fundamental Agreement shall be effective against all creditors of Lessee under applicable law, including fraudulent conveyance and bulk transfer laws, and shall raise no presumption of fraud; (f) all financial statements, certificates or summaries relating to Lessee's financial condition, fiscal budget or the assessment and collection of taxes and other related information furnished by Lessee shall be prepared in accordance with generally accepted accounting principles in the United States in effect at that time and shall fairly present Lessee's financial position as of the dates given on such statements; (g) since the date of the most recent annual financial statement, there has been no material adverse change in the financial condition of, or the level of assessment or collection of taxes by, the Lessee; (h) the Equipment, subject to any Lease, is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of its authority and will be used during the Term of such Lease only by Lessee and only to perform such function; (i) Lessee intends to use the Equipment for the entire Term of such Lease and all Equipment will be used for business purposes only and not for personal, family or household purposes; (j) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (k) there has been no material change in the budget for Lessee's current Fiscal Period since its adoption; (l) Lessee's obligations to pay Rent and any other amounts due under this Lease constitute a current expense and not a debt of Lessee under applicable state law; (m) no provision of this Lease constitutes a pledge of the tax or general revenues of Lessee; (n) Lessee does not export, re-export, or transfer any Equipment, Software, system software or source code or any direct product thereof to a prohibited destination, or to nationals of proscribed countries wherever located, without prior authorization from the United States government and other applicable governments; (o) Lessee does not use any Equipment, Software or system software or technology, technical data, or technical assistance related thereto or the products thereof in the design, development, or production of nuclear, missile, chemical, or biological weapons or transfer the same to a prohibited destination, or to nationals of proscribed countries wherever located, without prior authorization from the United States and other applicable governments; and (p) Lessee is not an entity designated by the United States government or any other applicable government with which transacting business without the prior consent of such government is prohibited.



**22. DEFAULT.** Any of the following shall constitute a default by Lessee (a "Lessee Default") under this Master Agreement and all Leases: (a) Lessee fails to pay any Rent payment or any other amount payable to Lessor under this Master Agreement or any Schedule within 10 days after its due date; or (b) Lessee defaults on or breaches any of the other terms and conditions of any Material Agreement, and fails to cure such breach within 10 days after written notice thereof from Lessor; or (c) any representation or warranty made by Lessee in any Material Agreement proves to be incorrect in any material respect when made or reaffirmed; or (d) any change occurs in relation to Lessee's financial condition that, in Lessor's opinion, would have a material adverse effect on Lessee's ability to perform its obligations under this Master Agreement or under any Schedule or (e) Lessee becomes insolvent or fails generally to pay its debts as they become due; or (f) a proceeding under any bankruptcy, reorganization, arrangement of debt, insolvency or receivership law is filed by or against Lessee (and, if such is proceeding is involuntary, it is not dismissed within 60 days after the thereof) or Lessee takes any action to authorize any of the foregoing matters; (g) any Equipment is levied against, seized or attached; or (h) any letter of credit or guaranty issued in support of a Lease is revoked, breached, canceled or terminated (unless consented to in advance by Lessor).

**23. REMEDIES.** If a Lessee Default occurs, Lessor may, in its sole discretion, exercise one or more of the following remedies: (a) declare all amounts due and to become due during Lessee's current fiscal year under any or all Leases to be immediately due and payable; or (b) terminate this Master Agreement or any Lease(s); or (c) take possession of, or render unusable, any Equipment wherever the Equipment may be located, without demand or notice and without any court order or other process of law in accordance with Lessee's reasonable security procedures, and no such action shall constitute a termination of any Lease; or (d) require Lessee to deliver the Equipment to a location specified by Lessor; or (e) declare the Stipulated Loss Value for any or all Equipment to be due and payable as liquidated damages for loss of a bargain and not as a penalty and in lieu of any further Rent payments under the applicable Lease or Leases; or (f) proceed by court action to enforce performance by Lessee of any Lease and/or to recover all damages and expenses incurred by Lessor by reason of any Lessee Default; or (g) terminate any other agreement that Lessor may have with Lessee; or (h) exercise any other right or remedy available to Lessor at law or in equity. Also, Lessee shall pay Lessor (i) all costs and expenses that Lessor may incur to maintain, safeguard or preserve the Equipment, and other expenses incurred by Lessor in enforcing any of the terms, conditions or provisions of this Master Agreement (including reasonable legal fees and collection agency costs) and (ii) all costs incurred by Lessor in exercising any of its remedies hereunder (including reasonable legal fees). Upon repossession or surrender of any Equipment, Lessor will lease, sell or otherwise dispose of the Equipment in a commercially reasonable manner, with or without notice and at public or private sale, and apply the net proceeds thereof to the amounts owed to Lessor under this Master Agreement; provided, however, that Lessee will remain liable to Lessor for any deficiency that remains after any sale or lease of such Equipment. Any proceeds of any sale or lease of such Equipment in excess of the amounts owed to Lessor under this Master Agreement will be retained by Lessor. Lessee agrees that with respect to any notice of a sale required by law to be given, 10 days' notice will constitute reasonable notice. With respect to any exercise by Lessor of its right to recover and/or dispose of any Equipment or other Collateral securing Lessee's obligations under any Schedule, Lessee acknowledges and agrees as follows: (i) Lessor shall have no obligation, subject to the requirements of commercial reasonableness, to clean-up or otherwise prepare the Equipment or any other Collateral for disposition, (ii) Lessor may comply with any applicable state or federal law requirements in connection with any disposition of the Equipment or other Collateral, and any actions taken in connection therewith shall not be deemed to have adversely affected the commercial reasonableness of any such disposition, and (iii) Lessor may convey the Equipment and any other Collateral on an "AS IS, WHERE IS" basis, and without limiting the generality of the foregoing, may specifically exclude or disclaim any and all warranties, including any warranty of title or the like with respect to the disposition of the Equipment or other Collateral, and no such conveyance or such exclusion or such disclaimer of any warranty shall be deemed to have adversely affected the commercial reasonableness of any such disposition. These remedies are cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

**24. PERFORMANCE OF LESSEE'S OBLIGATIONS.** If Lessee fails to perform any of its obligations hereunder, Lessor may perform any act or make any payment that Lessor deems reasonably necessary for the maintenance and preservation of the Equipment and Lessor's interests therein; provided, however, that the performance of any act or payment by Lessor shall not be deemed a waiver of, or release Lessee from, the obligation at issue. All sums so paid by Lessor, together with expenses (including legal fees and costs) incurred by Lessor in connection therewith, shall be paid to Lessor by Lessee immediately upon demand.

**25. PURCHASE OPTIONS.** Lessee may elect, by delivering to Lessor at least 30 days' prior written notice, to purchase on any Rent payment date not less than all Units of Equipment then subject to the Lease (other than items of Software that may not be sold by Lessor under the terms of any applicable License Agreement) for an amount equal to the sum of the Rent then due, all other amounts due under the Lease and the Concluding Payment for such Equipment as of the designated Rent payment date; provided no Lessee Default shall have occurred and be continuing or no event has occurred which with notice or lapse of time could constitute a Lessee Default. In the event of such an election, Lessee shall pay such amount to Lessor, in immediately available funds, on or before the designated Rent payment date. If Lessee shall have elected to purchase the Equipment, shall have so paid the purchase price and shall have fulfilled the terms and conditions of this Master Agreement and the related Schedule, then (1) the Lease with respect to such Equipment shall terminate on the designated Rent payment date and, except as provided in Section 28, Lessee shall be relieved of all of its obligations in favor of Lessor with respect to such Equipment, and (2) Lessor shall transfer all of its interest in such Equipment to Lessee "AS IS, WHERE IS," without any warranty, express or implied, from Lessor, other than the absence of any liens or claims by or through Lessor.

**26. ASSIGNMENT.** Lessor shall have the unqualified right to sell, assign, grant a security interest in or otherwise convey any part of its interest in this Master Agreement, any Lease or any Equipment, in whole or in part, without prior notice to or the consent of Lessee. If any Lease is sold, assigned, or otherwise conveyed, Lessee agrees that Lessor's purchaser, assignee or transferee, as the case may be ("Assignee") shall (a) have the same rights, powers and privileges that Lessor has under the applicable Lease, (b) have the right to receive from Lessee all amounts due under the applicable Lease; and (c) not be required to perform any obligations of Lessor, other than those that are expressly assumed in writing by such Assignee. Lessee agrees to execute such acknowledgements to such

assignment as may be reasonably requested by Lessor or the Assignee. Lessee further agrees that, in any action brought by such Assignee against Lessee to enforce Lessor's rights hereunder, Lessee will not assert against such Assignee any set-off, defense or counterclaim that Lessee may have against Lessor or any other person. Unless otherwise specified by Lessor and the Assignee, Lessee shall continue to pay all amounts due under the applicable Lease to Lessor; provided, however, that upon notification from Lessor and the Assignee, Lessee covenants to pay all amounts due under the applicable Lease to such Assignee when due and as directed in such notice. Lessee further agrees that any Assignee may further sell, assign, grant a security interest in or otherwise convey its rights and interests under the applicable Lease with the same force and effect as the assignment described herein. Lessee may not assign, transfer, sell, sublease, pledge or otherwise dispose of this Master Agreement, any Lease, any Equipment or any interest therein. Lessee shall acknowledge each such assignment in writing if so requested and keep a complete and accurate record of all such assignments in a manner that complies with Section 149 of the Code, and regulations promulgated thereunder.

**27. FURTHER ASSURANCES.** Lessee agrees to promptly execute and deliver to Lessor such further documents and take such further action as Lessor may require in order to more effectively carry out the intent and purpose of this Master Agreement and any Schedule. Without limiting the generality of the foregoing, Lessee agrees (a) to furnish to Lessor from time to time, its certified financial statements, officer's certificates and appropriate resolutions, opinions of counsel and such other information and documents as Lessor may reasonably request, and (b) to execute and timely deliver to Lessor such documents that Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral or to evidence Lessor's interest in the Equipment. It is also agreed that Lessor or Lessor's agent may file as a financing statement, any lease document (or copy thereof, where permitted by law) or other financing statement that Lessor deems appropriate to perfect or protect Lessor's security interest in the Collateral or to evidence Lessor's interest in the Equipment. Upon demand, Lessee will promptly reimburse Lessor for any filing or recordation fees or expenses (including legal fees and costs) incurred by Lessor in perfecting or protecting its interests in any Collateral. Lessee represents and warrants that Lessee's name as set forth in the signature block below is Lessee's full and accurate legal name and that the information set forth on the first page hereof regarding its organization number, tax identification number and location is true and correct as of the date hereof. Lessee further agrees to provide Lessor advance written notice of any change in the foregoing.

**28. TERM OF MASTER AGREEMENT; SURVIVAL.** This Master Agreement shall commence and be effective upon the execution hereof by both parties and shall continue in effect until terminated by either party by 30 days' prior written notice to the other, provided that the effective date of the termination is after all obligations of Lessee arising hereunder and pursuant to any Schedule have been fully satisfied. Notwithstanding the foregoing, all representations, warranties and covenants made by Lessee hereunder shall survive the termination of this Master Agreement and shall remain in full force and effect. All of Lessor's rights, privileges and indemnities under this Master Agreement or any Lease, to the extent they are fairly attributable to events or conditions occurring or existing on or prior to the expiration or termination of such Lease, shall survive such expiration or termination and be enforceable by Lessor and Lessor's successors and assigns.

**29. WAIVER OF JURY TRIAL. LESSEE AND LESSOR HEREBY EXPRESSLY WAIVE ANY RIGHT TO DEMAND A JURY TRIAL WITH RESPECT TO ANY ACTION OR PROCEEDING INSTITUTED BY LESSOR OR LESSEE IN CONNECTION WITH THIS MASTER AGREEMENT OR ANY FUNDAMENTAL AGREEMENT.**

**30. NOTICES.** All notices, requests, demands, waivers and other communications required or permitted to be given under this Master Agreement or any other Fundamental Agreement shall be in writing and shall be deemed to have been received upon receipt if delivered personally or by a nationally recognized overnight courier service, or by confirmed facsimile transmission, or 3 days after deposit in the United States mail, certified, postage prepaid with return receipt requested, addressed as follows (or such other address or fax number as either party shall so notify the other):

If to Lessor:

Hewlett-Packard Financial Services Company  
200 Connell Drive, Suite 5000  
Berkeley Heights, NJ 07922  
Attn: Director of Operations North America  
Fax: (908) 898-4882

If to Lessee:

«Name\_of\_Lessee»  
«Customer\_HQ\_address\_1and2»  
«Customer\_HQ\_city»«Customer\_HQ\_state»«Customer\_HQ\_zip\_code»  
Attn: \_\_\_\_\_ ("Authorized Lessee Representative")  
Fax: «Customer\_Fax»

**31. MISCELLANEOUS**

**(a) Governing Law. THIS MASTER AGREEMENT AND EACH LEASE SHALL BE GOVERNED BY THE INTERNAL LAWS (AS OPPOSED TO CONFLICTS OF LAW PROVISIONS) OF THE STATE OF EQUIPMENT LOCATION.**

**(b) Credit Review.** Lessee consents to a reasonable credit review by Lessor for each Lease.

**(c) Captions and References.** The captions contained in this Master Agreement and any Schedule are for convenience only and shall not affect the interpretation of this Master Agreement or any Lease. All references in this Master Agreement to Sections and Exhibits refer to Sections hereof and Exhibits hereto unless otherwise indicated.

**(d) Entire Agreement; Amendments.** This Master Agreement and all other Fundamental Agreements executed by both Lessor and Lessee constitute the entire agreement between Lessor and Lessee relating to the leasing of the Equipment, and supersede all prior agreements relating thereto, whether written or oral, and may not be amended or modified except in a writing signed by the parties hereto.

**(e) No Waiver.** Any failure of Lessor to require strict performance by Lessee, or any written waiver by Lessor of any provision hereof, shall not constitute consent or waiver of any other breach of the same or any other provision hereof.

**(f) Lessor Affiliates.** Lessee understands and agrees that Hewlett-Packard Financial Services Company or any affiliate or subsidiary thereof may, as lessor, execute Schedules under this Master Agreement, in which event the terms and conditions of the

applicable Schedule and this Master Agreement as it relates to the lessor under such Schedule shall be binding upon and shall inure to the benefit of such entity executing such Schedule as lessor, as well as any successors or assigns of such entity. Lessee agrees that Lessor may disclose any information provided by Lessee to Lessor or created by Lessor in the course of administering the Material Agreements to any parent or affiliate of Lessor.

**(g) Invalidity.** If any provision of this Master Agreement or any Schedule shall be prohibited by or invalid under law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Master Agreement or such Schedule.

**(h) Counterparts.** This Master Agreement may be executed in counterparts, which collectively shall constitute one document.

**(i) Lessor Reliance.** Lessor may act in reliance upon any instruction, instrument or signature reasonably believed by Lessor in good faith to be genuine. Lessor may assume that any employee of Lessee who executes any document or gives any written notice, request or instruction has the authority to do so.

**32. DEFINITIONS.** All capitalized terms used in this Master Agreement have the meanings set forth below or in the Sections of this Master Agreement referred to below:

**“Acceptance Certificate”** means an Acceptance Certificate in substantially the form of Exhibit B, executed by Lessee and delivered to Lessor in accordance with Section 3.

**“Acceptance Date”** means, as to any Lease, the date Lessee shall have accepted the Equipment subject to such Lease in accordance with Section 3.

**“Assignee”** means any assignee of all or any portion of Lessor’s interest in this Master Agreement, any Schedule or any Equipment, whether such assignee received the assignment of such interest from Lessor or a previous assignee of such interest.

**“Authorized Lessee Representative”** has the meaning specified in Section 30.

**“Casualty Loss”** means, with respect to any Equipment, the condemnation, taking, loss, destruction, theft or damage beyond repair of such Equipment.

**“Casualty Value”** means, as to any Equipment, an amount determined as of the date of the Casualty Loss or Lessee Default in question (“Calculation Date”) pursuant to a “Table of Casualty Values” attached to the applicable Schedule or, if no “Table of Casualty Values” is attached to the applicable Schedule, an amount equal to the sum of (a) the present value (as of the Calculation Date and discounted at the Discount Rate compounded monthly) of all Rent payments payable after the Calculation Date through the scheduled date of expiration of the Then Applicable Term, plus (b) an amount determined by multiplying the applicable casualty percentage specified below by the Total Cost of such Equipment. The “Discount Rate” shall mean a rate equal to the 2 year inter-bank swap rate quoted by Bloomberg L.P. (or, where not available, such other 2 year inter-bank swap rate quoted by a commercially available publication reasonably designated by us) at the Acceptance Date of the applicable Lease. The applicable casualty percentage will be 50% for Equipment having an Initial Term of less than 24 months; 40% for Equipment having an Initial Term of 24 months or greater, but less than 36 months; 30% for Equipment having an Initial Term of 36 months or greater, but less than 48 months; and 25% for Equipment having an Initial Term of 48 months or greater.

**“Claims”** means all claims, actions, suits, proceedings, costs, expenses (including, without limitation, court costs, witness fees and attorneys’ fees), damages, obligations, judgments, orders, penalties, fines, injuries, liabilities and losses, including, without limitation, actions based on Lessor’s strict liability in tort.

**“Code”** means the Internal Revenue Code of 1986, as amended.

**“Collateral”** has the meaning specified in Section 13.

**“Concluding Payments”** means the list of concluding payments on the attachment to the applicable Schedule.

**“Daily Rent”** means, as to any Lease, an amount equal to the per diem Rent payable under the applicable Schedule (calculated on the basis of a 360 day year and 30 day months).

**“Equipment”** has the meaning specified in Section 1.

**“Equipment Location”** means, as to any Equipment, the address at which such Equipment is located from time to time, as originally specified in the applicable Schedule and as subsequently specified in a notice delivered to Lessor pursuant to Section 12, if applicable.

**“Fair Market Value”** means the total price that would be paid for any specified Equipment in an arm’s length transaction between an informed and willing buyer (other than a used equipment dealer) under no compulsion to buy and an informed and willing seller under no compulsion to sell. Such total price shall not be reduced by the costs of removing such Equipment from its current location or moving it to a new location.

**“Final Invoice Amount”** has the meaning set forth in Section 2(c).

**“First Payment Date”** means, as to any Lease, the date the first Rent payment with respect to such Lease is due, as determined pursuant to the terms of the applicable Schedule.

**“Fiscal Period”** shall mean the fiscal year of Lessee, as it may be more particularly described in a Schedule.

**“Fundamental Agreements”** means, collectively, this Master Agreement, each Schedule and Acceptance Certificate and all other related instruments and documents.

**“Hardware”** means items of tangible equipment and other property.

**“Lease”** has the meaning specified in Section 2(a).

**“Lessee”** has the meaning specified in the preamble hereof.

**“Lessee Default”** has the meaning specified in Section 22.

**“Lessor”** has the meaning specified in the preamble hereof.

**“License Agreement”** means any license agreement or other document granting the purchaser the right to use Software or any technical information, confidential business information or other documentation relating to Hardware or Software, as amended, modified or supplemented by any other agreement between the licensor and Lessor.

**“Master Agreement”** has the meaning specified in the preamble hereof.

“**Material Agreements**” means, collectively, all Fundamental Agreements, all other material agreements by and between Lessor and Lessee, and any application for credit, financial statement, or financial data required to be provided by Lessee in connection with any Lease.

“**Mobile PC Equipment**” has the meaning specified in Section 12 hereof.

“**Non-Appropriation**” has the meaning specified in Section 7.

“**Optional Additions**” has the meaning specified in Section 11.

“**PC Equipment**” means, collectively, personal computers (e.g., workstations, desktops and notebooks) and related items of peripheral equipment (e.g., monitors, printers and docking stations).

“**Purchase Documents**” means, as to any Equipment, any purchase order, contract, bill of sale, License Agreement, invoice and/or other documents that Lessee has, at any time, approved, agreed to be bound by or entered into with any Supplier of such Equipment relating to the purchase, ownership, use or warranty of such Equipment.

“**Rent**” has the meaning specified in Section 4.

“**Schedule**” means, unless the context shall otherwise require a Schedule executed by Lessor and Lessee pursuant to Section 2(a).

“**Seller**” means, as to any Equipment, the seller of such Equipment as specified in the applicable Schedule.

“**Software**” means copies of computer software programs owned or licensed by Lessor, and any disks, CDs, or other media on which such programs are stored or written.

“**State**” means any of the states of the United States, its territories and possessions.

“**Stipulated Loss Value**” means, as to any Equipment, an amount equal to the sum of (a) all Rent (including the Daily Rent from the Rent payment date immediately preceding the date of the Casualty Loss or Lessee Default to the date of the Casualty Loss or Lessee Default) and other amounts due and owing with respect to such Equipment as of the date of payment of such amount, plus (b) the Casualty Value of such Equipment.

“**Substitute Equipment**” means, as to any item of Hardware or Software subject to a Lease, a substantially equivalent or better item of Hardware or Software having equal or greater capabilities and equal or greater Fair Market Value manufactured or licensed by the same manufacturer or licensor as such item of Hardware or Software subject to a Lease. The determination of whether any item of Equipment is substantially equivalent or better than an item of Equipment subject to a Lease shall be based on all relevant facts and circumstances, but shall minimally require, in the case of a computer, that each of processor, hard-drive, random access memory and CD ROM drive, if applicable, be equivalent or better.

“**Supplier**” means as to any Equipment, the Seller and the manufacturer or licensor of such Equipment collectively, or where the context requires, any of them.

“**System Software**” means an item of Software that is pre-loaded on an item of Hardware purchased by Lessor for lease hereunder for which the relevant Purchase Documents specify no purchase price separate from the aggregate purchase price specified for such items of Hardware and Software.

“**Taxes**” means all license and registration fees and all taxes (local, state and federal), fees, levies, imposts, duties, assessments, charges and withholding of any nature whatsoever, however designated (including, without limitation, any value added, transfer, sales, use, gross receipts, business, occupation, excise, personal property, real property, stamp or other taxes) other than taxes measured by Lessor’s income.

“**Term**” means the term thereof as specified in the related Schedule.

“**Total Cost**” means as to any Lease, the total acquisition cost to Lessor of the Equipment subject to such Lease as set forth in the applicable Purchase Documents, including related delivery, installation, taxes and other charges which Lessor has agreed to pay and treat as a portion of such acquisition cost, if any.

“**UCC**” means the Uniform Commercial Code as enacted and in effect in any applicable jurisdiction.

“**Unit of Equipment**” means, as to the Equipment leased pursuant to any Schedule (a) each individual item of PC Equipment leased pursuant to such Schedule, and (b) all Equipment taken as a whole leased pursuant to such Schedule other than PC Equipment taken as a whole.

**IN WITNESS WHEREOF, LESSEE AND LESSOR HAVE EXECUTED THIS MASTER AGREEMENT ON THE DATES SPECIFIED BELOW.**

**LESSEE:**

«Name\_of\_Lessee»

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

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

**LESSOR:**

**HEWLETT-PACKARD FINANCIAL SERVICES COMPANY<sup>2</sup>**

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

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

<sup>2</sup> Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.

Master Agreement Number «Master\_Agreement\_Number»  
Schedule Number «Schedule\_Number»

COUNTERPART NO. \_\_\_\_\_ OF \_\_\_\_\_. TO THE EXTENT THAT THIS SCHEDULE CONSTITUTES CHATTEL PAPER (AS DEFINED ON THE UCC), NO SECURITY INTEREST IN THIS SCHEDULE MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NO. 1.

**STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT  
SCHEDULE**

Hewlett-Packard Financial Services Company<sup>1</sup> ("Lessor") and «Name\_of\_Lessee», an agency, department or political subdivision of the State of \_\_\_\_\_ ("Lessee") are parties to the State and Local Government Master Lease Purchase Agreement identified by the Master Agreement Number specified above (the "Master Agreement"). This Schedule (which shall be identified by the Schedule Number specified above) and the Master Agreement together comprise a separate Lease between the parties. The terms and conditions of the Master Agreement are hereby incorporated by reference into this Schedule. All capitalized terms used in this Schedule without definition have the meanings ascribed to them in the Master Agreement.

1. **LEASE.**

A. **Description of Items of Leased Equipment**

**Total Cost**  
\$ «Total\_Cost\_for\_Leased\_Items»

B. **Term:** «Term\_of\_Lease» Months.

2. **RENT.** See Attachment A.

**ANNUAL RATE OF INTEREST** \_\_\_\_\_

3. **LATEST COMMENCEMENT DATE:** «GPO\_Pricing\_Expiration\_Date». Lessor's obligation to purchase and lease the Equipment is subject to the Acceptance Date being on or before the Latest Commencement Date.

4. **EQUIPMENT LOCATION:** «TableStart:EL»«Delivery\_Address»«TableEnd:EL»

5. **SELLER:** «TableStart:SV»«Seller\_Vendor»«TableEnd:SV»

6. **APPROPRIATIONS:** Monies for all Rent and other payments due under the Lease for the Fiscal Period ending \_\_\_\_\_ are available from Lessee's appropriated funds for such Fiscal Period and that appropriations and/or other funds have been encumbered or designated for the payment of all Rent and other payments that shall become due under the Lease in such Fiscal Period.

7. **NON-ASSIGNABILITY BY LESSOR:** Notwithstanding any other terms or conditions set forth in the Master Agreement to the contrary, Lessor hereby agrees that it shall not and will not sell, discount, factor, hypothecate or otherwise dispose of its interest in the Equipment or this Schedule or any Lease, except to a Lessor Affiliate in connection with a merger, reorganization, sale of assets or substantial portfolio sale.

8. **ADDITIONAL PROVISIONS:**

9. **FISCAL PERIOD:** \_\_\_\_\_

LESSOR AGREES TO LEASE TO LESSEE AND LESSEE AGREES TO LEASE FROM LESSOR THE EQUIPMENT DESCRIBED IN SECTION 1.A ABOVE. SUCH LEASE WILL BE GOVERNED BY THE MASTER AGREEMENT AND THIS SCHEDULE, INCLUDING THE IMPORTANT ADDITIONAL TERMS AND CONDITIONS SET FORTH ABOVE. IN THE EVENT OF ANY CONFLICT BETWEEN

<sup>1</sup> Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.

THE TERMS OF THIS SCHEDULE AND THE MASTER AGREEMENT, THE TERMS OF THIS SCHEDULE SHALL GOVERN. LESSEE HEREBY REPRESENTS AND WARRANTS THAT ON AND AS OF THE DATE HEREOF EACH OF THE REPRESENTATIONS AND WARRANTIES MADE BY LESSEE IN THE MASTER AGREEMENT ARE TRUE, CORRECT AND COMPLETE.

**LESSEE:**

«Name\_of\_Lessee»

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

\_\_\_\_\_  
**Name and Title**

\_\_\_\_\_  
**Date**

**LESSOR:**

HEWLETT-PACKARD FINANCIAL SERVICES COMPANY<sup>2</sup>

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

\_\_\_\_\_  
**Name and Title**

\_\_\_\_\_  
**Date**

SAMPLE

<sup>2</sup> Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.



**ATTACHMENT A**

**TO**

**SCHEDULE TO STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT**

The first payment of Rent will be due [\_\_ days after][on] the Acceptance Date and all payments will be due [monthly][quarterly][semi-annually][annually] thereafter.

Rent Payment No.	Rent	Interest	Principal	Principal Balance	Prepayment Premium	Concluding Payments
1						
2						
3						
4						
<b>Totals</b>						

Please note that the Prepayment Premium is 2 % of the Principal Balance, only payable in the case of early repayment of the lease.

Lessee Please Initial and date: \_\_\_\_\_



**Exhibit B to Master Agreement**

Master Agreement Number «Master\_Agreement\_Number»  
Schedule Number «Schedule\_Number»

**STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT  
ACCEPTANCE CERTIFICATE**

Hewlett-Packard Financial Services Company<sup>1</sup> ("Lessor") and «Name\_of\_Lessee», an agency, department or political subdivision of the State of \_\_\_\_\_ ("Lessee") are parties to the State and Local Government Master Lease Purchase Agreement (the "Master Agreement") and Schedule under such Master Agreement (the "Schedule") identified by the Master Agreement Number and Schedule Number, respectively, specified above. The Master Agreement and Schedule together comprise a separate Lease that is being accepted and commenced pursuant to this Acceptance Certificate. All capitalized terms used in this Acceptance Certificate without definition have the meanings ascribed to them in the Master Agreement.

**1. LEASE ACCEPTANCE.** Lessee hereby acknowledges that the Equipment described in Section 1 of the Schedule, or if different, the Equipment described in the attached invoice or other attachment hereto, has been delivered to the Equipment Location specified below, inspected by Lessee and found to be in good operating order and condition, and has been unconditionally and irrevocably accepted by Lessee under the Lease evidenced by the Master Agreement and the Schedule as of the Acceptance Date set forth below. Lessee authorizes Lessor to reduce the Rent payments on the Schedule to reflect the Final Invoice Amount set forth on the attached invoice(s) if such amount is different than the Total Cost on the Schedule.

**2. LESSEE ACKNOWLEDGEMENTS.** Lessee hereby agrees to faithfully perform all of its obligations under the Master Agreement and the Schedule and reaffirms, as of the date hereof, its representations and warranties as set forth in the Master Agreement. Lessee hereby acknowledges its agreement to pay Lessor Rent payments, as set forth in the Schedule, plus any applicable taxes, together with all other costs, expenses and charges whatsoever which Lessee is required to pay pursuant to the Master Agreement and the Schedule, in each instance at the times, in the manner and under the terms and conditions set forth in the Master Agreement and the Schedule, respectively.

**3. EQUIPMENT LOCATION.** The Equipment has been installed and is located at the following Equipment Location:  
«TableStart:EL»«Delivery\_Address»«TableEnd:EL»

**4. REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents and warrants that on and as of the date hereof each of the representations and warranties made by Lessee in the Master Agreement are true, correct and complete.

«Name\_of\_Lessee»

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

\_\_\_\_\_  
Name and Title

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

<sup>1</sup> Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.

## HP Attachment 5d – HP Asset Upcycle Services





# HP Asset Upcycling Services

Retire IT assets in a sustainable and secure manner,  
and extract value for innovative projects



As technology needs evolve and change, proactively planning for the removal of retiring assets – in a secure and sustainable manner – is critical. Even the most experienced organizations are challenged by increasing security and environmental concerns, a growing number of business processes, and an extensive list of regulations associated with IT removal.

In addition, 2/3 of companies now have an environment sustainability program specifically for their IT organization<sup>1</sup> And major elements of these strategies include responsible retiring, removal and disposal of IT equipment, and refurbishing IT to prevent the need for disposal.<sup>1</sup>

More than just IT equipment removal, **HP Asset Upcycling Services** include data cleansing and environmentally responsible removal, upcycling or recycling. With global capabilities, we can carry out these services consistently around the world and handle equipment from virtually any manufacturer.

## Partner with an expert

Our experts work with you, helping to manage the complex process of retiring your workplace technology – whether HP or another manufacturer. Our goal is to minimize the effort required by you to refresh your technology environment and allow you to focus on what matters—innovation and driving your business forward.

We offer solutions that help you manage your assets on a continuous basis, across multiple locations around the world. As you refresh your PCs, workstations and monitors, we can help manage the end of use upcycling throughout the process. We can also do a one-time takeout of unused assets, typically for smaller, less complex IT organizations.

When you put your unneeded devices through our asset upcycling services, our lifecycle experts will refurbish and remarket the equipment for a second useful life. In fact, 99.4% of the technology product and materials returned to our Technology Renewal Centers are reused in some way.<sup>2</sup>

With revenue sharing capabilities, this circular economy approach benefits both the environment and your bottom line, and can enable you to extract value from unneeded IT to supplement your budget for innovative projects.

**HP Integrated Financial Solutions** can help customers find new ways to plan for, acquire, consume and adapt the technology needed for workplace transformation.

In 2018, our global Technology Renewal Centers safely processed over 58 million pounds of IT equipment, of which 89% was remarketed and 11% was environmentally and securely recycled.

## HP Asset Upcycling Services

HP Asset Upcycling Services delivers a flexible, consistent process for retiring IT equipment. We can help you build a customized plan for your business' unique needs and navigate through the applicable data security and environmental laws.

HP Integrated Financial Solutions is committed to maintaining your brand's credibility and security. We do this by:

- Automated Pickup Request - Customer portal for visibility and management; deinstallation and pack & ship services available
- Secure End-to-End Logistics - Global scale and consistency; Customized levels of security and logistics
- Serialized Asset Tracking and Testing - Asset-level certification of data cleansing; Automated asset reporting with settlement
- Data Cleansing - Data wiping and media destruction
- Reuse before Recycling - 89% of technology units that entered our Technology Renewal Centers in 2018 were given new life.<sup>3</sup>
- Automated Reporting and Settlement - True market value provided for assets; Asset value can be realized based on customer's needs

## Secure data cleansing

Data security is a critical part of every asset retirement process, and HP Integrated Financial Solutions can provide the service to ensure that all information is either overwritten or the media destroyed. Based on customer requirements, that is done in one of three ways, either at your site or at our Technology Renewal Centers:

- Cleared using industry-standard data eradication methods
- Destroyed using high-power magnetic degaussing (hard disks)
- Destroyed using physical shredding of recording media (hard disks and SSD's)

Let us help streamline your IT asset retirement process. As your partner, we help you help minimize the effort required to refresh IT environment when your business demands innovation, putting you in control of a sustainable and responsible IT asset lifecycle strategy that you can be proud of.

### Why do IT decision makers work with a vendor to manage the retiring, removal and disposal of IT Equipment?<sup>4</sup>

Ensures we are managing the process securely	51%
Vendor able to meet global needs for retiring, removing and disposing IT equipment	44%
Enables us to meet environmental sustainability goals	43%
Helps maximize the financial value of that IT equipment	41%
To get back any remaining monetary value of the IT equipment	41%
Assures data is removed from IT equipment prior to refurbishing or recycling	39%
Assures IT equipment is refurbished and put back into the market	38%
IT organization does not have bandwidth or skills needed to manage process	29%

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<sup>1</sup> HPEFS, The Circular Economy and IT Mindsets Study, September 2018

<sup>2</sup> HPEFS Technology Renewal Center information

<sup>3</sup> HPEFS Technology Renewal Center information

<sup>4</sup> HPEFS, The Circular Economy and IT Mindsets Study, September 2018

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4AA6-1528ENW, November 2019



**Integrated  
Financial Solutions**

Managed by HPEFS

## HP Attachment 5e – HP Accelerated Migration







# HP Accelerated Migration

Support legacy transformation and the implementation of an on-going technology refresh strategy



## HP Accelerated Migration

Is the cost associated with maintaining legacy technology holding back your ability to innovate and improve productivity? HP Accelerated Migration can help your organization satisfy the need for efficient and speedy technology that enables employees to work how, where and whenever they want.<sup>1</sup>

We can work with you to align finance and business goals, expediting your technology transition to meet your business objectives.

## Benefits

- Acceleration of your IT solution for business innovation
- Opportunity to begin a technology refresh cycle
- Scheduled removal of legacy technology
- Immediate cash infusion that can be invested in innovation

## How does it work?

- We'll work with you to assess your IT needs
- Convert IT equipment from ownership to a flexible consumption model
- Establish IT renewal cycles to begin your technology migration

**Contact your local HP Financial Services Integrated Financial Solutions representative for further details and assistance.**

HP Integrated Financial Solutions can help customers find new ways to plan for, acquire, consume and adapt the technology needed for workplace transformation.

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4AA6-1852ENW, November 2019



## HP Attachment 6 – State and Local Government and Education Customer Return Policy

**Coverage:** These guidelines apply only to returns initiated by State and Local Government or Education customers purchasing HP branded product direct from HP Inc. (HP) or a customer purchase under one of HP's State and Local Government or Education direct contracts. A direct contract is defined as a contract by and between HP and a State, Local, or Education end user. This return policy does not apply to resellers purchasing directly from HP Direct under a contract held by and between the reseller and the end user. This return policy does not apply to loaners, early marketing units, or employee purchases administered as internal HP orders.

### Products Not Eligible

- **Factory Express Services**—Products that require a custom image load, asset tagging, and/or special packaging are not eligible unless the products are damaged, customer received an overage, or HP incorrectly configured, ordered, or shipped product (HP error).
- **Refurbished products**—HP/Compaq branded refurbished products are not eligible.
- **Consumable products**—Printer cartridges, paper, open box software, etc. cannot be returned to HP.
- **Third Party Options**—Items where returns are otherwise governed by the original manufacturer cannot be returned to HP.

*Note:* The original manufacturer may provide its own warranties; the guidelines should be confirmed with the customer support representative when requesting a Return Good Authorization (RGA).

- **Product not purchased from HP directly**—Product purchased from another source, such as a reseller, distributor, etc. not covered under an HP Direct held contract.

### Return of Products

#### *Defective Product*

For product that is defective on arrival, it is recommended that customers call Technical Support at 1-800-334-5144 to determine if the product can be corrected. Or, the customer may utilize the 30-day goodwill return policy and return the product by calling the Order Management Customer Service Representative at 1-800-888-3224, Option 2, Option 2.

#### *Carrier Related Loss or Damaged Shipments*

Customers should note damages or shortages on the Bill of Lading at the time of delivery. Within a reasonable time or not later than 30 days from delivery, notify the HP Customer Service team and provide a copy of the Bill of Lading/Packing Slip.

Concealed damage(s) or shortage(s) (where the box is in good condition but product is missing or damaged) is an exception and should be reported as soon as practical after delivery in order for HP to establish the claim with the carrier.

HP is committed to customer satisfaction and values our relationship with State and Local Government and Education Customers. To show our commitment, HP is providing a



goodwill right to return, or exchange of unused products within 30 days from receipt of the product. HP does not charge a restocking or handling fee for products returned within 30 days. It is at HP's sole discretion to accept return products after 30 days. If a product return is accepted after 30 days, a restocking fee may apply.

## ***Procedures for Returns***

The State or Local Government Customer should contact the assigned Customer Service Representative by calling 800-727-2472 to coordinate returns or replacements within 30 days from receipt of product. At that time, the customer will be issued an RGA number that will remain valid for a period of 15 calendar days from the date of issuance. All materials must be received within the RGA validation period.

The HP Customer Service Representative will schedule the pickup for returns and forward an email to the person requesting the return. Faxes can also be forwarded in place of an email. The email will include all the information regarding the return, including the RGA and carrier name and date of pickup. The Customer Service Representative will assist the customer on any other details or specifics regarding returns, credits, and refunds.

HP reserves the right to refuse any return that does not meet the requirements stated below:

- Product must be returned in the original shipping packaging. In the event the packaging is not available or unusable, it must be noted when requesting an RGA.
- If possible, remove all mailing labels on the outside of the box that reference the customer address, or mark out the mailing labels address with a marker. The customer will either receive a mailing label via email that should be attached to the return products and/or will be provided a label by the carrier. Be sure to mark your RGA number on the box.
- If product for more than one RGA is being returned in the same box, make sure that all RGA numbers are listed on both the mailing label and packing list. If products are received at the Returns Center without valid RGA numbers on the mailing label, your credit may be delayed and proof of delivery or other supporting documentation may be required.
- The RGA number(s) must appear clearly on the box, as returns will not be accepted without an RGA number.
- Returns must be 100% complete, unused, and in original and re-sellable condition, with all original packaging, manuals, registration card(s), software, cabling, and accessories. If, after the product has been returned and inspected, it is discovered that components are missing from the return, HP reserves the right not to issue an RGA for the return of the missing components. If it is determined that there are missing components when the product is returned, and the customer has received a credit, the customer will be issued an invoice for the missing component. Missing components may include, but are not limited to, keyboard, mouse, software, speakers, accessories, drives, memory, microprocessors, and processor boards.
- RGA numbers that have been open for greater than 15 days may be cancelled and the customer subsequently invoiced for the unreturned product. Another RGA can be requested as long as it is within 30 days of receipt of the product. Please note that all returned products must be credited against the account and order from which the product was originally invoiced.



All products must be returned to the address provided by the HP Customer Service Representative via email or by the carrier:

HP Returns  
425 New Sanford Road  
Dock Door 64  
LaVergne, TN 37086  
RGA XXXXXXXX

Please note, HP reserves the right to change any part of its return guidelines.



## HP Attachment 7 – HP Order Status and Reporting Tool Capabilities

The Order Status and Reporting Tool is an easy-to-use, web-based application that provides accurate and up-to-date information on customer orders placed directly with HP from the time of order validation through final delivery. This tool is accessible from the HP.com Business to Business portal and is available at no cost to customers with or without an HP.com Business to Business ordering solution.

Key features and benefits of the tool include:

- Shipment tracking to provide easy search and tracking with links to carrier websites, proof of delivery, track and trace and shipment status. With order status visibility from a single website, users have information at their fingertips to improve inventory management, tracking and planning.
- Powerful search options and flexible filtering allows users to view and download comprehensive information about their orders. This single source tool searches all orders 24x7 whether orders were placed online, via fax or via email.
- Predefined and custom reporting options generate reports using standard or customized templates which can be published in a variety of formats including Excel, CSV, tab delimited, and DHTML. The tool includes a flexible report generator and access to 13 months of historical business data. Comprehensive reporting provides consolidated visibility into business expenditures to make more informed purchasing and supplier management decisions.
- Personalized event notification sends automated, proactive emails to inform users when changes occur to an order which conveniently keeps authorized users informed of changes based upon specific criteria they establish.

### Available Fields

When designing custom reports, users can select from over 130 data fields. The Order Status and Reporting Tool site provides definitions to clarify the content pulled in each field as well as its applicability for specific circumstances (e.g. asset tag information does not apply for products without customer asset tags, country-specific fields do not apply to US-only orders, etc.). Shown below are the current data fields available for reporting through the HP B2B Order Status and Reporting Tool.

Current Data Fields Available		
<b>AssetSerialNo</b>	<b>Line</b>	<b>SLAOTDachieved</b>
One to one relationship of the asset tag number with the serial number	Line item of order	Indicates (Y/N) if the proof of delivery date meets an order to delivery timeframe
<b>AssetTag</b>	<b>ManufacturerName</b>	<b>SLAOTSachieved</b>
Customer ID tag number	The supplier of the goods (e.g. HP, Cisco, Belkin, etc.)	Indicates (Y/N) if the ship date meets an order to ship timeframe
<b>BillOfLadingNumber</b>	<b>MaterialStatus</b>	<b>SLAShipDate</b>
Forwarder-assigned number to all the goods in one shipment	Indicates the status of materials for certain order types	Date of shipment based on the number of business days per a negotiated timeframe



Current Data Fields Available		
<b>BundleName</b>	<b>MCI</b>	<b>SLAdeliveryDelta</b>
Name for a specific customer bundle	A validated reference to the terms and conditions governing the sale	Difference in number of business days from the actual and anticipated order to delivery
<b>BuyingOrg</b>	<b>Net Invoice Dollar Price</b>	<b>SLAshipmentDelta</b>
Name of customer's legal buying organization	The Actual Total Invoiced price stored at the header in US dollars	Difference in number of business days from the actual and anticipated order to shipment
<b>Carrier</b>	<b>Net Invoice Line Dollar Price</b>	<b>SSDComment</b>
Name of carrier used by HP to deliver the order to the customer	The Actual Invoiced price in US dollars for the line item	Scheduled ship date comment
<b>CarrierDeliveryNumber</b>	<b>Net Invoice Line Price</b>	<b>SchedDelvDate</b>
Carrier-assigned number for the shipment	The Actual Invoiced price in local currency for the line item	Scheduled delivery date
<b>CLIN</b>	<b>Net Invoice Price</b>	<b>SchedShipDate</b>
Public Sector-only; contract line item number	The Actual Total Invoiced price stored at the header in currency of invoice site	Planned ship date
<b>CommentLineNo</b>	<b>Net Invoice Unit Dollar Price</b>	<b>ScheduleLineNum</b>
Line number for comment text (to distinguish more than one line)	The Actual Invoiced price in US dollars for each unit	Number to differentiate individual partial shipments
<b>CommentName</b>	<b>Net Invoice Unit Price</b>	<b>SerialNumber</b>
Order comment name or admin/user defined field name	The Actual Invoiced price in local currency for each unit	Product serial numbers (if applicable)
<b>CommentText</b>	<b>NetLineDollarPrice</b>	<b>ShipDate</b>
Order comment text or text of admin/user-defined fields	Item price (in US \$)	Date the order leaves HP
<b>CommercialityCode</b>	<b>NetLinePrice</b>	<b>ShipStatus</b>
Customer type (reseller, end user, etc.) or government entity (federal, education, etc.)	Item price (in local currency)	Overall ship status on order level
<b>ConfigID</b>	<b>NetOrderDollarPrice</b>	<b>ShipToAddress</b>
Product number identifying a reference model that has been configured	Total order net price (in US \$)	Ship-to location (concatenation of ship-to address lines 1 to 5)
<b>ConfirmedQuantity</b>	<b>NetOrderPrice</b>	<b>ShipToAddress1</b>
Quantity on the line item/schedule line which has a confirmed schedule ship date	Total order net price (in local currency)	1st line of ship-to address
<b>CumulativStatus</b>	<b>NetUnitDollarPrice</b>	<b>ShipToAddress2</b>
Overall status on order header level	Calculation of the total item price (in \$) divided by the order quantity	2nd line of ship-to address





Current Data Fields Available		
<b>Currency</b>	<b>NetUnitPrice</b>	<b>ShipToAddress3</b>
Local currency	Calculation of the total item price (in local currency) divided by the order quantity	
<b>Customer name</b>	<b>OPGCode</b>	<b>ShipToAddress4</b>
Name of ordering customer	HP internal order processing guidelines	4th line of ship-to address
<b>CustomerProductNumber</b>	<b>OpenQuantity</b>	<b>ShipToAddress5</b>
Customer's specific product number (if applicable)	Outstanding quantity per item	5th line of ship-to address
<b>CustomerRequestedDate</b>	<b>Option</b>	<b>ShipToAttention</b>
Date customer requested the order to be delivered	HP product option (e.g. #ABA)	Contact at shipping address
<b>Days for Delivery</b>	<b>Option Description</b>	<b>ShipToCode</b>
Difference in working days from HP order receipt date to customer proof of delivery (POD) receipt	Description of the option	Ship to address number
<b>Days for Shipment</b>	<b>OrderDirFlag</b>	<b>ShipToCountry</b>
Difference in working days from HP order receipt date to ship date	Order direction type: (i.e. direct HP order or indirect order)	Country the order is shipped to
<b>DealID</b>	<b>OrderType</b>	<b>ShipToISO2</b>
Deal identifier (HP internal number)	Leasing, Credit order, etc.	2-character ISO code of the country the order is shipped to
<b>DeliveryBlock</b>	<b>OrderedQuantity</b>	<b>ShipToISO3</b>
Indicates the reason an order may be blocked	Total quantity ordered	3-character ISO code of the country the order is shipped to
<b>FirstPlannedDeliveryDate</b>	<b>DeliveryComment</b>	<b>ShipToRegion</b>
First delivery date communicated	Not shipped, Shipped, Awaiting POD, No POD, or POD available	Region (Asia Pacific, Europe/Middle East/Africa, North America, Latin America) the order is shipped to
<b>FirstPlannedShipDate</b>	<b>PODdate</b>	<b>ShipmentGroup</b>
First ship date communicated	Proof of delivery date (customer received order & signed POD)	ID for a group of items with a certain quantity that are shipped together
<b>Freight Charge</b>	<b>Partial Allowed</b>	<b>ShipmentHold</b>
Freight charge for US Direct orders only	Indicates (Y/N) if partially of item quantity is allowed	Hold reason text explanation
<b>HPContact</b>	<b>PartialQuantity</b>	<b>ShipmentNumber</b>
HP order management representative name	Quantity shipped/will be shipped for partial orders	HP-generated shipment number
<b>HPCustomerNumber</b>	<b>Plant</b>	<b>ShippedQuantity</b>
Customer base number	HP Plant code	Shipped quantity per item



Current Data Fields Available		
<b>HPOrderNo</b>	<b>PrimMACAddr</b>	<b>SoldToAddr (complete)</b>
12-digit HP order number	MAC address of primary LAN adaptor	Sold-to address (concatenation of sold-to address lines 1 to 5)
<b>HPProdDivision</b>	<b>ProductDescription</b>	<b>SoldToAddr1</b>
HP internal Product Division	Description of product on order	1st line of sold-to address
<b>HPProdDivisionCode</b>	<b>ProductGroup</b>	<b>SoldToAddr2</b>
HP internal Product Division code	HP internal Product Groups	2nd line of sold-to address
<b>HPProdFamily</b>	<b>ProductLineCode</b>	<b>SoldToAddr3</b>
HP internal Product Family description	HP internal Product Line code	3rd line of sold-to address
<b>HPProdGroup</b>	<b>ProductLineDescription</b>	<b>SoldToAddr4</b>
HP internal product Group Description	Desktop, Mobile, etc.	4th line of sold-to address
<b>HPProdLine</b>	<b>ProductNumber</b>	<b>SoldToAddr5</b>
HP internal Product Line description	HP product number (i.e. A7218B)	5th line of sold-to address
<b>HPProdType</b>	<b>ProductSubGroup</b>	<b>Status</b>
HP internal Product type description	HP internal Product Sub Groups	Admin/Processing, Production, Consolidation, Shipped, Delivered, etc.
<b>HPReceiveDate</b>	<b>PurchaseAgreement</b>	<b>Supplier</b>
Date when the purchase order was received at HP	Number for the HP contract agreement unique to the customer	Internal HP supplying division for the materials
<b>InvoiceDate</b>	<b>PurchaseOrderDate</b>	<b>SystemHandle</b>
Date of the invoice HP sends to the customer	Date on customer purchase order	Unique identifier for hardware/software support contract
<b>InvoiceNumber</b>	<b>PurchaseOrderNumber</b>	<b>TruckID</b>
Unique number on the invoice HP sends to the customer	Customer purchase order number	ID of the truck used for delivery, if applicable
<b>InvoiceStatus</b>	<b>PurchasingAgent</b>	<b>UNSPSCProductClass</b>
Overall invoice status on order level	Name of the requisitioner	UNSPSC class description of the product
<b>InvoiceToAddress</b>	<b>QuoteDate</b>	<b>UNSPSCProductClassCode</b>
Invoice To address (concatenation of invoice to address lines 1 to 5)	Date on the quotation	UNSPSC class code of the product
<b>InvoiceToAddress1</b>	<b>QuoteNumber</b>	<b>UNSPSCProductCommodity</b>
1st line of invoice-to address	Number on quote	UNSPSC product commodity description of the product



Current Data Fields Available		
<b>InvoiceToAddress2</b>	<b>RecipientName</b>	<b>UNSPSCProductCommodityCode</b>
2nd line of invoice-to address	Customer name who signed for receipt of shipment	UNSPSC product commodity code of the product
<b>InvoiceToAddress3</b>	<b>RefModelID</b>	<b>UNSPSCProductFamily</b>
3rd line of invoice-to address	Product number identifying starting point for a configurable product	UNSPSC product family description of the product
<b>InvoiceToAddress4</b>	<b>SDD comment</b>	<b>UNSPSCProductFamilyCode</b>
4th line of invoice-to address	Scheduled delivery date comment	UNSPSC product family code of the product
<b>InvoiceToAddress5</b>	<b>SLAAchieved</b>	<b>UNSPSCProductSegment</b>
5th line of invoice-to address	Indicates if the proof of delivery date meets an order to delivery date (Y/N)	UNSPSC product segment description of the product
<b>ItemNumber</b>	<b>SLADeliveryDate</b>	<b>UNSPSCProductSegmentCode</b>
Item number from HP's order management system	Date of delivery based on the number of business days per a negotiated timeframe	UNSPSC segment code of the product

