



IT MASTER AGREEMENT

ADVANTAGE CONTRACT #: 26043000000000000111	ITP#:266357
COMMODITY/SERVICE DESCRIPTION: Copiers, Printers, and Multifunction Devices	
START DATE: 7/13/2026	END DATE: 1/10/2029

This Contract is between the following State of Maine Department and Provider:

STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Office of State Procurement Services		
ADDRESS: 111 Sewell Street		
CITY: Augusta	STATE:ME	ZIP CODE:04330
PROVIDER		
PROVIDER NAME: HP, Inc.		
ADDRESS: 3800 Quick Hill Road, Bldg 2 Suite 100		
CITY: Austin	STATE: TX	ZIP CODE: 78728
PROVIDER'S VENDOR CUSTOMER #: VC0000117991		

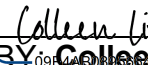
Each signatory below represents that the person has the requisite authority to enter into this Contract.

Department Representative:

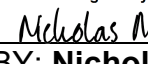
DocuSigned by:

 BY: Joy Lazore, Director Date 8/20/2026

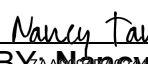
Provider Representative:

DocuSigned by:

 BY: Colleen Lively, Contract Specialist Date 8/20/2026

DAFS – Office of Information Technology:

DocuSigned by:

 BY: Nicholas Marquis, CIO Date 8/24/2026

DAFS – Office of State Procurement Services:

DocuSigned by:

 BY: Nancy Tan, IT Procurement Director Date 8/20/2026

The contract is fully executed when all parties sign and funds have been encumbered. Upon final approval by the Office of State Procurement Services, a case details page will be made part of this contract

DEPARTMENT AND PROVIDER POINT OF CONTACT

PROCUREMENT SERVICE MA MANGER: The Procurement Services MA Manager manages the MA contract documents. All other communication is to be with the agency the services were provided to.

NAME: Thomas Paquette	
EMAIL: Thomas.Paquette@maine.gov	TELEPHONE: 1 207 624 7890

VENDOR CONTACT: The vendor contact person will help consumers place orders, inquire about orders that have not been delivered, all shipping issues, quality issues and any issues pertaining to the Master Agreement (MA) contract. All orders not submitted through a Delivery Order will be sent through the vendor contact person. The vendor contact person for this MA is:

NAME: Robbi Forti		
EMAIL: robert.forti@hp.com		TELEPHONE: (781) 513-6458
ADDRESS: 1501 Page Mill Road		
CITY: Palo Alto	STATE: CA	ZIP CODE: 94304

Any changes to the individuals identified above may be changed at any time through written notice by either party.

TABLE OF RIDERS

The following riders are hereby incorporated into this Contract and made part of it by reference.	
☒	RIDER A – Specifications of Work to be Performed
☒	RIDER B-IT – Payment and Other Provisions
☒	RIDER C - Exceptions
☒	RIDER D – Master Agreement with (Sourcewell) (MA#112124-HPC)
☒	RIDER E - Debarment, Performance, and Non-Collusion Certification
☒	RIDER F - Identification of Country in Which Contracted Work will be Performed
☒	ATTACHMENT A – CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT
☒	ATTACHMENT B – Price Sheet Link

RIDER A: SPECIFICATIONS OF WORK TO BE PERFORMED**TABLE OF CONTENTS**

- I. INTRODUCTION/OVERVIEW
- II. CONTRACT PERIOD
- III. AUTHORIZED USER
- IV. ORDERING PROCEDURE
- V. SPECIFICATIONS/SCOPE OF WORK
- VI. TECHNICAL REQUIREMENTS

I. INTRODUCTION/OVERVIEW:

This Master Agreement is for copiers, printers, and multi-function devices. This Agreement and all delivery orders are subject to the Sourcewell Agreement (MA#112124-HPC) attached and hereby incorporated into this Agreement.

II. CONTRACT PERIOD:

Start 6/1/2026 through 1/10/2029.

III. AUTHORIZED USER:**State of Maine Departments authorized to utilize this MA contract:**

All State of Maine Departments, Agencies

Municipalities, political subdivisions, and school districts in Maine:

- ☒ Are NOT permitted to utilize this MA.
- ☐ Are permitted to utilize this MA as written.
- ☐ Are permitted to utilize this MA with the following conditions:

IV. ORDERING PROCEDURES:

Delivery Orders (DO) will be created in AdvantageME for all orders from State Agencies. All DOs must include a quote for the commodities and/or services provided. For a quote that includes implementation services, a project specific Statement of Work may be required to be attached to the Delivery Order (delete if not applicable). DO's over \$10,000 will be emailed to the vendor's email address referenced on the MA as a .pdf file.

V. TECHNICAL REQUIREMENTS:

- A. ACCESSIBILITY: All IT products must be accessible to persons with disabilities and must comply with State Accessibility Policy and Standards and the Americans with Disabilities Act. All IT applications must comply with the Digital Accessibility Policy (<https://www.maine.gov/oit/sites/maine.gov/oit/files/inline-files/DigitalAccessibilityPolicy.pdf>).
- B. STATE IT POLICIES: All IT products and services delivered as part of this Agreement must conform to the State IT Policies, Standards, and Procedures (<https://www.maine.gov/oit/policies-standards>) effective at the time this Agreement is executed.

RIDER B-IT: METHOD OF PAYMENT AND OTHER PROVISIONS

1. **INVOICES AND PAYMENTS.** Department will pay the Provider as follows: Payment terms are net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documents.

All invoices must include the following:

- A. Advantage Contract numbers for this contract
- B. Vendor Code number assigned when registering as a vendor with the State of Maine. This number appears on all Contracts and Purchase Orders and can be acquired from the agency contact
- C. Itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State.
- D. In cases where hourly rates of contracted resources are concerned, invoices must contain a copy or copies of time sheets associated with that invoice. Time sheets will need to be reviewed and approved by the State's contract administrator.

The Department may withhold a Retainage for project-based services in the following manner:

- i. The allowable payment amount from each project milestone payment will be multiplied by ten (10) percent, giving the amount that will be withheld from payment. Ninety (90) percent of the allowable project milestone payment amount will be paid to the Provider.
- ii. The Retainage will be held by the Department until the end of the warranty period.

2. **BENEFITS AND DEDUCTIONS.** If the Provider is an individual, the Provider understands and agrees that they are an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for their Income Tax records.
3. **INDEPENDENT CAPACITY.** In the performance of this Contract, the parties hereto agree that the Provider, and any agents and employees of the Provider, shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.
4. **DEPARTMENT'S REPRESENTATIVE.** The Contract Administrator shall be the Department's representative during the period of this Contract. The Contract Administrator has authority to curtail services if necessary to ensure proper execution. They shall certify to the Department when payments under the Contract are due and the amounts to be paid. They shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.

5. **CHANGES IN THE WORK.** The Department may order changes in the work, the Contract Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to the execution of the changed work.
6. **SUB-CONTRACTORS.** The Provider may not enter into any subcontract for the work to be performed under this Contract without the express written consent of the Department. This provision shall not apply to contracts of employment between the Provider and its employees.

The Provider is solely responsible for the performance of work under this Contract. The approval of the Department for the Provider to subcontract for work under this Contract shall not relieve the Provider in any way of its responsibility for performance of the work.

All Subcontractors shall be bound by the terms and conditions set forth in this Contract. The Provider shall give the State immediate notice in writing of any legal action or suit filed, and prompt notice of any claim made against the Provider by any Subcontractor, which may result in litigation related in any way to this Contract, or which may affect the performance of duties under this Contract.

7. **SUBLETTING, ASSIGNMENT OR TRANSFER.** The Provider shall not sublet, sell, transfer, assign, or otherwise dispose of this Contract, or any portion thereof, or of its right, title, or interest therein, without the written request and written approval from the Department. Such approval shall not in any case relieve the Provider of its responsibility for performance of work or liability under this Contract.
8. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Contract, the Provider certifies as follows:

- A. The Provider shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, familial status, ancestry, age, physical or mental disability, sexual orientation, or gender identity, unless related to a bona fide occupational qualification.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- B. The Provider shall, in all solicitations or advertising for employees placed by, or on behalf of, the Provider, relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, familial status, ancestry, age, physical or mental disability, or sexual orientation, or gender identity.
- C. The Provider shall send to each labor union, or representative of the workers, with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is

furnished with labor for the performance of this Contract, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section, and shall post copies of the notice in conspicuous places, available to employees and applicants for employment.

- D. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights, etc.) against their agency by any individual, as well as any lawsuit regarding alleged discriminatory practice.
- E. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment, and in the provision of service, to include accessibility and reasonable accommodations for employees and clients.
- F. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each Subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

9. **CONFLICT OF INTEREST.** The Provider warrants that no State employee has or will receive any direct or indirect pecuniary interest in or receive or be eligible to receive, directly or indirectly, any benefit that may arise from this Contract, for any employee who participated in any way in the solicitation, award or administration of this Contract according to [Title 5 MRS §18-A, \(2\)](#) and in harmony with [Title 17 MRS §3104](#). Any contract made in violation of these sections is void.

The Provider certifies that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of its services hereunder. The Provider further certifies that in the performance of this Contract, no person having any such known interests shall be employed.

10. **EMPLOYMENT AND PERSONNEL.** The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any executive employee who participated in any way in the solicitation, award or administration of this Contract according to [Title 5 MRS §18-A, \(2\)](#) and in harmony with [Title 17 MRS §3104](#). Any contract made in violation of these sections is void.

11. **NON-COLLUSION.** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract, and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from, the award of this Contract.

And, the Provider has not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services, and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

For breach or violation of this provision, the Department shall have the right to terminate this Contract without liability or, at its discretion, to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

12. ACCOUNTING, RECORDS, AND AUDIT.

- A. The Provider shall maintain all books, documents, payrolls, papers, accounting records, and other evidence pertaining to this Contract, including interim reports and working papers, and make such materials available at its offices at all reasonable times during the period of this Contract, and for a period of five (5) years following termination or expiration of the Contract. If any litigation, claim or audit is started before the expiration of the 5-year period, the records must be retained until all litigation, claims or audit findings involving the Contract have been resolved.
- B. Unless the Department specifies in writing a shorter period of time, the Provider agrees to preserve and make available all documents and records pertaining to this Contract for a period of five (5) years from the date of termination of this Contract.
- C. Records involving matters in litigation shall be kept for one year following the termination of litigation, including all appeals.
- D. Authorized Federal and State representatives shall have access to, and the right to examine, all pertinent documents and records during the five-year post-Contract period. During the five-year post-Contract period, delivery of, and access to, all pertinent documents and records will be at no cost to the Department.
- E. The Provider shall be liable for any State or Federal audit exceptions, if applicable, that arise out of any action, inaction, or negligence by the Provider. In the event of an audit exception for which the Provider is liable, the Provider shall have thirty (30) days to remedy that exception. If the Provider fails to remedy that exception within this time period, the Provider shall immediately return to the Department all payments made under this Contract which have been disallowed in the audit exception.
- F. Authorized State and Federal representatives shall at all reasonable times have the right to enter the premises, or such other places, where duties under this Contract are being performed, to inspect, monitor, or otherwise evaluate, the work being performed. All inspections and evaluations shall be performed in such a manner that will not compromise the work unreasonably.
- G. ACCESS TO PUBLIC RECORDS - As a condition of accepting a contract for services under this section, a contractor must agree to treat all records, other than proprietary information, relating to personal services work performed under the contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the contractor and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the contract and information

concerning employee and contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

13. TERMINATION. The performance of work under this Contract may be terminated by the Department, whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be affected by the delivery to the Provider of a Notice of Termination specifying the date on which such termination becomes effective.

Either party may terminate this Contract for cause by providing a written notice of termination stating the reason for the termination, a minimum of thirty (30) calendar day ahead of the effective date of the termination. As part of the thirty (30) calendar days written notice of termination, the defaulting party shall have fifteen (15) calendar days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) calendar days, the defaulting party shall have such additional time, as the parties may agree to, to cure the default, provided the defaulting party has taken steps to cure the default within the initial fifteen (15) calendar days.

Upon termination, the Department shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination.

14. GOVERNMENTAL REQUIREMENTS. The Provider warrants and represents that it will comply with all applicable governmental ordinances, laws, and regulations.

15. GOVERNING LAW. This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in the State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

16. STATE HELD HARMLESS. The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Contract; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.

17. NOTICE OF CLAIMS. The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to this Contract, or which may affect the performance of duties under this Contract, and prompt notice of any claim made against the

Provider by any Subcontractor, which may result in litigation related in any way to this Contract, or which may affect the performance of duties under this Contract.

18. APPROVAL. This Contract must be approved by the State Controller and the State Purchases Review Committee before it can be considered a valid enforceable document.

19. INSURANCE REQUIREMENTS. The Provider shall procure and maintain insurance against claims for injuries to persons, or damages to property, which may arise from, or in connection to, the fulfillment of this Contract, by the Provider, its agents, representatives, employees, or Subcontractors. The insurance shall be secured by the Provider, at the Provider's expense, and maintained in force, at all times during the term of this Contract, and, for any claims-made (as opposed to occurrence-based) policy(ies), for a period of not less than two (2) years thereafter.

A. Minimum Coverage

- i. Errors & Omissions, or Professional Liability Insurance, or Insurance by any other name, covering the following:
 - a) All acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret) in an amount not less than \$1,000,000 per occurrence, and as an annual aggregate;
 - b) Network security and privacy risks, including, but not limited to, unauthorized access, failure of security, breach of privacy, wrongful disclosure, collection, or other negligence in the handling of confidential information, related regulatory defense, and penalties in an amount not less than \$1,000,000 per occurrence, and as an annual aggregate;
 - c) Data breach expenses, in an amount not less than (see NOTE below and insert the appropriate limit based upon the number of Personally Identifiable Information records) \$_____, and payable, whether incurred by the Department or the Provider; for and on behalf of the Department, including, but not limited to:
 - C.1) Consumer notification, whether or not required by law;
 - C.2) Forensic investigations;
 - C.3) Public relations and crisis management fees; and
 - C.4) Credit or identity monitoring, or similar remediation services.

The policy shall affirm coverage for contingent bodily injury and property damage arising from the failure of the Provider's technology services, or an error, or omission, in the content of, and information from, the Provider. If a sub-limit applies to any element of the coverage, the certificate of insurance must specify the coverage section and the amount of the sub-limit.

NOTE: Personally Identifiable Information (PII) is information that can be used to identify a single person, such as name, social security number, date and place of birth, mother's maiden name, driver's license, biometrics, etc. Maine State law also has a more specific definition in 10 M.R.S. §1347(6).

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The Data Breach component of the Insurance (per occurrence) is pegged to the number of PII records that are the subject of this Contract.

Number of PII Records	Insurance per Occurrence
<i>1 through 3,000</i>	<i>\$400,000</i>
<i>3,001 through 100,000</i>	<i>\$1,000,000</i>
<i>100,001 through 1,000,000</i>	<i>\$5,000,000</i>
<i>Greater than 1,000,000</i>	<i>\$10,000,000</i>

- ii. Workers' Compensation and employer's liability, as required by law;
- iii. Property (including contents coverage for all records maintained pursuant to this Contract): \$1,000,000 per occurrence;
- iv. Automotive Liability of not less than \$400,000 per occurrence single limit if the Provider will use vehicles to fulfill the contract;
- v. Crime, in an amount not less than \$_____ (The total monetary amount potentially at risk due to this contract; or Cash Currency and Negotiable Securities actually entrusted to this Provider); and
- vi. Business Interruption, in an amount that would allow the Provider to maintain operations in the event of a Property loss.

B. Other Provisions - Unless explicitly waived by the Department, the insurance policies shall contain, or be endorsed to contain, the following provisions:

- i. The Provider's insurance coverage shall be the primary and contributory. Any insurance or self-insurance maintained by the Department for its officers, agents, and employees shall be in excess of the Provider's insurance and shall not contribute to it.
- ii. The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- iii. The Provider shall furnish the Department with certificates of insurance, and with those endorsements, if any, affecting coverage, required by these Insurance Requirements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Department before this Contract commences. The Department reserves the right to require complete, certified copies of all required insurance policies at any time.
- iv. All policies should contain a revised cancellation clause allowing thirty (30) days notice to the Department in the event of cancellation for any reason, including nonpayment.
- v. The Department will not grant the Provider, or any sub-contractor of the Provider, "Additional Insured" status and the Department will not grant any Provider a "Waiver of Subrogation".

20. NON-APPROPRIATION. Notwithstanding any other provision of this Contract, if the State does not receive sufficient State, Federal, or other sources of funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal

authority to expend funds from State or Federal legislative, executive or judicial bodies, then the State is not obligated to make payment under this Contract.

21. SEVERABILITY. The invalidity or unenforceability of any particular provision, or part thereof, of this Contract shall not affect the remainder of said provision, or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

22. ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this Contract, the Order of Precedence shall be:

Rider C Exceptions

Rider B IT Payment and Other Provisions

Rider A Specifications of Work to Be Performed

Rider D Participating Addendum

Rider E Master Agreement with [Lead State]

Rider F Included at Department's Discretion

Rider G Debarment, Performance, and Non-Collusion Certification

Rider H Identification of Country in which contracted work will be performed

ATTACHMENT A: Confidentiality and Non-Disclosure Agreement

ATTACHMENT B: Business Associate Agreement included at Department's Discretion

Other Included at Department's Discretion

ATTACHMENT C: Price Sheet

Notice: No terms on provider's invoices, ordering documents, website, browse-wrap, shrink-wrap, click-wrap, click-through or other non-negotiated terms and conditions provided with any of the contract activities will constitute a part or amendment of this contract or is binding on the State for any purpose. All such other terms and conditions have no force and effect and are deemed rejected by the State, even if access to or use of the contract activities requires affirmative acceptance of such terms and conditions.

23. FORCE MAJEURE. The performance of an obligation by either party shall be excused in the event that performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, flood, pandemic or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.

24. SET-OFF RIGHTS. The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Contract, up to any amounts due and owing to the State with regard to this Contract, any other Contract with any State department or agency, including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to

an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

25. ENTIRE CONTRACT. This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.

26. AMENDMENT. No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Provider.

27. DEBARMENT AND PERFORMANCE CERTIFICATION. By signing this Contract, the Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:

- A. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
- B. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
 - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.

28. STATE PROPERTY. The Provider shall be responsible for the proper custody, care and return of any Department or State-owned property furnished or state-funded for the Provider's use in connection with the performance of this Contract, and the Provider will reimburse the Department for its loss or damage, normal wear and tear excepted.

29. CYBERSECURITY AND PROHIBITED TECHNOLOGIES: Through the execution of this contract, the Provider certifies that the aforementioned organization, its principals and any subcontractors named in this Contract:

- A. is not a foreign adversary business entity, <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 M.R.S. §2021 \(3\)](#); and
- B. is not on the list of prohibited companies or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 M.R.S. §2030-B](#).

Contracts entered into by a state agency in violation of [Title 5 M.R.S. §2030-B](#) are void. A person who executes this contract in violation of this section commits a civil violation for which a fine may be adjudged in an amount that is twice the amount of this contract or \$250,000, whichever is greater, ([Title 5 M.R.S., §2030-A](#)).

30. CONFIDENTIALITY.

- A. Subject to the Maine Freedom of Access Act (FOAA), [Title 1 M.R.S. §400](#) et seq., “confidential information” means non-public information designated as protected from disclosure under state or federal law. Confidential information given to the Provider by the Department, or acquired by the Provider on behalf of the Department, whether in verbal, written, electronic, or any other format, shall be subject to the requirements herein. The term “confidential information” does not include any information or documentation that is subject to disclosure under FOAA.
- B. In conformance with applicable Federal and State statutes, regulations, and ethical standards, the Provider and the Department shall take all necessary steps to protect confidential information regarding all persons served by the Department, including the proper care, custody, use, and preservation of records, papers, files, communications, and any such items that may reveal confidential information about persons served by the Department, or whose information is utilized in order to accomplish the purposes of this Contract.
- C. In the event of a breach of this confidentiality provision, the Provider shall notify the Contract Administrator immediately.
- D. The Provider shall comply with the [Maine Public Law, Title 10, Chapter 210-B \(Notice of Risk to Personal Data Act\)](#).

31. TARIFFS. Any price increases implemented by the provider due to the imposition of tariffs shall remain in effect only for the duration that such tariffs are in place. In the event of the repeal or reduction of any applicable tariff(s), the provider shall immediately return to the original price list or make a proportional reduction in the price to reflect the decrease in tariff(s). Price adjustments under this clause shall be made in good faith and without undue delay upon confirmation via documents reflecting tariff changes.

32. LIMITATION OF LIABILITY. The Provider’s liability to the Department, for damages sustained by the Department, as the result of Provider’s default, or acts, or omissions, in the performance of work under this Contract, whether such damages arise out of breach, negligence, misrepresentation, or otherwise, shall be the greater of any actual direct damages, up to the limits

of the insurance required herein, or three times the value of the Product or Service that is the subject of this Contract, up to a maximum of \$25,000,000, but not less than \$400,000.

For instance, if this Contract is valued at \$15,000,000, then the Provider's liability is up to \$25,000,000. But if this Contract is valued at \$100,000, then the Provider's liability is no greater than \$400,000.

Notwithstanding the above, Provider shall not be liable to the Department for any indirect or consequential damages not covered by any of the insurances required herein.

33. INTERPRETATION OF THE CONTRACT.

- A. Reliance on Policy Determinations - The Department shall determine all program policy. The Provider may, from time to time, request the Department to make policy determinations, or to issue operating guidelines required for the proper performance of this Contract, and the Contract Administrator shall respond in writing in a timely manner. The Provider shall be entitled to rely upon, and act in accordance with, such written policy determinations and operating guidelines, unless subsequently amended, modified, or changed in writing by the Department, and shall incur no liability in doing so unless the Provider acts negligently, maliciously, fraudulently, or in bad faith. Nothing contained in this Contract, or in any Contract, determination, operating guideline, or other communication from the Department shall relieve the Provider of its obligation to keep itself informed of applicable State and Federal laws, regulations, policies, procedure, and guidelines, to be in complete compliance and conformity therewith.
- B. Titles Not Controlling - Titles of sections and paragraphs used in this Contract are for the purpose of facilitating ease of reference only and shall not be construed to imply a contractual construction of the language.
- C. No Rule of Construction - This is a negotiated Contract and no rule of construction shall apply that construes ambiguous or unclear language in favor of or against any party.

34. PERIOD OF WORK. Work under this Contract shall begin no sooner than the date on which this Contract has been fully executed by the parties and approved by the Controller and the State Purchases Review Committee. Unless terminated earlier, this Contract shall expire on the date set out on the first page of this Contract, or at the completion and acceptance of all specified tasks, and delivery of all contracted products and services as defined in this Contract, including performance of any warranty and/or maintenance Contracts, whichever is the later date.

35. NOTICES. All notices under this Contract shall be deemed duly given: 1) upon delivery, if delivered by hand against receipt, or 2) five (5) business days following posting, if sent by registered or certified mail, return receipt requested. Either party may change its address for notification purposes by giving written notice of the change and setting forth the new address and an effective date.

36. ADVERTISING AND PUBLICATIONS. The Provider shall not publish any statement, news release, or advertisement pertaining to this Contract without the prior written approval of the Contract Administrator. Should this Contract be funded, in whole or in part, by Federal funds, then

in compliance with the Steven's Amendment, it will be clearly stated when issuing statements, press releases, requests for proposals, bid solicitations, and other documents: (1) the percentage of the total cost that was financed with Federal moneys; and (2) the dollar amount of Federal funds.

37. LOBBYING.

- A. Public Funds - No Federal or State-appropriated funds shall be expended by the Provider for influencing, or attempting to influence, an officer or employee of any agency, a member of Congress or State Legislature, an officer or employee of Congress or State Legislature, or an employee of a member of Congress or State Legislature, in connection with any of the following covered actions: the awarding of any Contract; the making of any grant; the entering into of any cooperative Contract; or the extension, continuation, renewal, amendment, or modification of any Contract, grant, or cooperative Contract. Signing this Contract fulfills the requirement that Providers receiving over \$100,000 in Federal or State funds file with the Department on this provision.
- B. Federal Certification - Section 1352 of Title 31 of the US Code requires that funds appropriated to a Federal agency be subject to a requirement that any Federal Provider or grantee (such as the Department) certifies that no Federal funds will be used to lobby or influence a Federal officer or member of Congress.

The certification the Department has been required to sign provides that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including sub-agreements, sub-grants, and contracts under grants, loans, and cooperative Contracts) and that all sub-recipients shall verify and disclose accordingly. The certification also requires the completion of Federal lobbying reports and the imposition of a civil penalty of \$10,000 to \$100,000 for failing to make a required report. As a sub-recipient, the Provider understands and agrees to the Federal requirements for certification and disclosure.

- C. Other Funds - If any non-Federal or State funds have been or will be paid to any person in connection with any of the covered actions in this section, the Provider shall complete and submit a "Disclosure of Lobbying Activities" form to the Department.

38. PROVIDER PERSONNEL.

- A. The parties recognize that the primary value of the Provider to the Department derives directly from its Key Personnel assigned in the performance of this Contract. Key Personnel are deemed to be those individuals whose résumés were offered by the Provider in the Proposal. Therefore, the parties agree that said Key Personnel shall be assigned in accordance with the time frames in the most recent mutually agreed upon project schedule and work plan, and that no re-deployment or replacement of any Key Personnel may be made without the prior written consent of the Contract Administrator. Replacement of such personnel, if approved, shall be with personnel of equal or greater abilities and qualifications.
- B. The Department shall retain the right to reject any of the Provider's employees whose abilities and qualifications, in the Department's judgment, are not appropriate for the performance of this

Contract. In considering the Provider's employees' abilities and qualifications, the Department shall act reasonably and in good faith.

- C. During the course of this Contract, the Department reserves the right to require the Provider to reassign or otherwise remove any of its employees found unacceptable by the Department. In considering the Provider's employees' acceptability, the Department shall act reasonably and in good faith.
- D. In signing this Contract, the Provider certifies to the best of its knowledge and belief that it, and all persons associated with this Contract, including any Subcontractors, including persons or corporations who have critical influence on or control over this Contract, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any Federal or State department or agency.
- E. During the course of this Contract, the Department reserves the right to require a background check on any of the Provider's personnel (employees and Subcontractors) that are in any way involved in the performance of this Contract.

39. PATENT, COPYRIGHT, AND OTHER PROPRIETARY RIGHTS.

- A. The Provider certifies that all services, equipment, software, supplies, and any other products provided under this Contract do not, and will not, infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any claim by a third party against the Department, the Department shall promptly notify the Provider and the Provider, at its expense, shall defend, indemnify, and hold harmless the Department against any loss, cost, expense, or liability arising out of such claim, including reasonable attorney fees.
- B. The Provider may not publish or copyright any data without the prior approval of the Department. The State and the Federal Government, if applicable, shall have the right to publish, duplicate, use, and disclose all such data in any manner, and for any purpose whatsoever, and may authorize others to do so.

40. PRODUCT WARRANTY. The Provider expressly warrants its products and services for one full year from their final written acceptance by the Department. The responsibility of the Provider with respect to this warranty is limited to correcting deficiencies in any deliverable using all the diligence and dispatch at its command, at no additional cost to the Department. The Provider is also responsible for correcting and/or updating any documentation affected by any operational support performed under this warranty provision.

41. COVER. If, in the reasonable judgment of the Contract Administrator, a breach or default by the Provider is not so substantial as to require termination, and reasonable efforts to induce the Provider to cure the breach or default are unavailing, and the breach or default is capable of being cured by the Department or by another contractor without unduly interfering with the continued performance by the Provider, then the Department may provide or procure the services necessary to cure the breach or default, in which event the Department shall withhold from future payments to the Provider the reasonable costs of such services.

42. OWNERSHIP.

- A. All data (including Geographical Information Systems data), notebooks, plans, working papers and other works produced, and equipment and products purchased in the performance of this Contract are the property of the Department, or the joint property of the Department and the Federal Government, if Federal funds are involved. The State (and the Federal Government, if Federal funds are involved) shall have unlimited rights to use, disclose, duplicate, or publish for any purpose whatsoever all information and data developed, derived, documented, or furnished by the Provider under this Contract, or equipment and products purchased pursuant to this Contract. The Provider shall furnish such information and data, upon the request of the Department, in accordance with applicable Federal and State laws.
- B. Upon termination of this Contract for any reason, or upon request of the Department, the Provider agrees to convey to the Department good titles to purchased items free and clear of all liens, pledges, mortgages, encumbrances, or other security interests.

43. CUSTOM SOFTWARE. For all custom software furnished by the Provider as part of this Contract, the following terms and conditions shall apply:

- A. The Department shall own all custom software. The Department shall grant all appropriate Federal and State agencies a royalty-free, non-exclusive, and irrevocable license to reproduce, modify, publish, or otherwise use, and to authorize others to do so, all custom software. Such custom software shall include, but not be limited to, all source, object and executable code, operating system instructions for execution, data files, user and operational/administrative documentation, and all associated administrative, maintenance, and test software that are relevant to this Contract.
- B. A fundamental obligation of the Provider is the delivery to the Department of all ownership rights to the complete system, free of any claim or retention of rights thereto by the Provider. The Provider acknowledges that this system shall henceforth remain the sole and exclusive property of the Department, and the Provider shall not use or describe such software and materials without the written permission of the Department. This obligation to transfer all ownership rights to the Department on the part of the Provider is not subject to any limitation in any respect.

44. OFF-THE-SHELF (OTS) SOFTWARE. For all OTS software purchased by the Provider as part of this Contract, the following terms and conditions shall apply.

- A. This Contract grants to the Department a non-exclusive and non-transferable license to use the OTS software and related documentation for its business purposes. The Department agrees that the Provider may, at its own expense, periodically inspect the computer site in order to audit the OTS software supplied by the Provider, installed at the Department's site, at mutually agreed upon times. In the event that a separate license Contract accompanies the OTS software, then the terms of that separate license Contract supersede the above license granted for that OTS software.
- B. This Contract does not transfer to the Department the title to any intellectual property contained in any OTS software. The Department will not decompile or disassemble any OTS

software provided under this Contract, or modify any OTS software that bears the copyright notice of a third party. The Department will make and maintain no more than one archival copy (for back-up purpose) of each OTS software, and each copy will contain all legends and notices, and will be subject to the same conditions and restrictions as the original.

- C. If the CPU on which any OTS software is licensed becomes temporarily unavailable, use of such OTS software may be temporarily transferred to an alternative CPU until the original CPU becomes available.

45. SOFTWARE AS SERVICE. When the software is fully owned, hosted, and operated by the Provider, and the Department uses said software remotely over the Internet, the following terms and conditions shall apply:

- A. The Provider, as depositor, shall enter into an escrow contract, upon terms acceptable to the Department, with a recognized software Escrow Agent. The escrow contract must provide for the Department to be an additional party/beneficiary. The Provider shall deposit with the Escrow Agent the software, all relevant documentation, and all of the Department's data, and all updates thereof (the "Deposit Materials"), in electronic format. Deposits will occur no less frequently than once a month.
- B. The escrow contract shall provide for the retention, administration, and controlled access of the Deposit Materials, and the release of the Deposit Materials to the Department, upon receipt of a joint written instruction from the Department and the Provider, or upon receipt of written notice from the Department that:
- i. The Provider has failed to carry out its obligations set forth in this Contract; or
 - ii. A final, non-appealable judicial determination that the Provider has failed to continue to do business in the ordinary course; or
 - iii. The Provider has filed a voluntary petition in bankruptcy, or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, or becomes subject to an involuntary petition in bankruptcy, which petition or proceeding is not dismissed or unstayed within sixty (60) days from the date of filing; or
 - iv. The Provider is in material breach of its maintenance and support obligations and has failed to cure such breach within thirty (30) days from the date of receipt by the Provider of written notice of such breach; or
 - v. A condition has occurred that materially and adversely impacts the Provider's ability to support the software and the Provider has failed to cure such condition within thirty (30) days from the date of receipt by the Provider of written notice of such condition.
- C. The Provider is responsible for all fees to be paid to the Escrow Agent.
- D. The Escrow Agent may resign by providing advance written notice to both the Department and the Provider at least thirty (30) calendar days prior to the date of resignation. In such an event, it is the obligation of the Provider to establish a new escrow account with a new Escrow Agent.

46. PRICE PROTECTION.

- A. The Provider shall ensure that all prices, terms, and warranties included in this Contract are comparable to, or better than, the equivalent terms being offered by the Provider to any present customer meeting the same qualifications or requirements as the Department. If, during the term of this Contract, the Provider enters into Contract(s) that provide more

favorable terms to other comparable customer(s), the Provider shall provide the same terms to the Department.

- B. If Federal funding is used for the acquisition of products and/or services under this Contract, interest cannot be paid under any installment purchase or lease-purchase Contract entered into as a part of this Contract.

47. IRREVOCABLE LETTER OF CREDIT. In order to assure the Provider's faithful adherence to the terms and conditions of this Contract, the Provider shall submit an irrevocable letter of credit, acceptable to the Department, that is payable on demand. This letter of credit will be procured at the expense of the Provider, naming the Department as the beneficiary, in the entire Contract amount. In lieu of this requirement, the Department will accept a commitment letter from a recognized financial institution or investment fund stating that the Provider has sufficient capital to fund the obligations, and has legally committed such capital to fund the obligations, in accordance with this Contract. The letter of credit, or the equivalent commitment letter, shall specifically refer to this Contract, and shall bind the parties to all the terms and conditions of this Contract. The Provider shall have fifteen (15) calendar days from the date of execution of this Contract to furnish the letter of credit or the equivalent commitment letter. Should the Provider fail to comply with this section, then the Department shall have the right to terminate this Contract without liability.

RIDER C: EXCEPTIONS TO RIDER B-IT

5. **FORCE MAJEURE:** Either party may be excused from the performance of an obligation it owes in the event performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, pandemic, quarantine, and civil commotions provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.

10. **TERMINATION:** The Division may terminate the whole or any part of this Agreement in any one of the following circumstances:

The Contractor fails to make delivery of articles, or to perform services within the time or times specified herein, or

- a. If Contractor fails to deliver specified materials or services, or
- b. If Contractor fails to perform any of the provisions of this Agreement, or
- c. If Contractor so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
- d. If Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed because of its insolvency, or
- e. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

Prior to termination under Sections 10(a)-(d), Contractor will be afforded a reasonable opportunity to cure. In the event that the Division terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of 8(f), the Division may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Division deems appropriate.

RIDER D: MASTER AGREEMENT WITH LEAD STATE

**MASTER AGREEMENT #112124**

**CATEGORY: Copiers, Printers, and Multi-Function Devices with Related Supplies,
Accessories, and Services
SUPPLIER: HP Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and HP Inc., 1501 Page Mill Road, Palo Alto, CA 94304 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on January 10, 2029, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (Solicitation #112124) to Participating Entities. In-Scope solutions include:
 - a) Copiers, printers, scanners, and multi-function devices for the purpose of print, specialty print, duplication, reproduction, or imaging of documents or material across a broad range of output formats, qualities, and sizes, in a variety of device capabilities, such as mobile, desktop, and production units, and black and white or color format;
 - b) Proposers may offer hardware, software, and accessories, to the extent that they are complementary and directly related to the solutions described in 7)a above;
 - c) Services related to the solutions described in 7)a – b) above, including managed print services (MPS), access or security controls, networking, installation, monitoring or testing, maintenance or repair, and warranty programs. However, this solicitation should NOT be construed to include MPS-only or service-only solutions.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Intentionally Left Blank

13) **Supplier Representations:**

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

All Supplier-branded hardware products are covered by Supplier'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 Supplier installation, or (where customer delays Supplier installation) at the latest 30 days from the date of delivery. Non-Supplier branded products receive warranty coverage as provided by the relevant third-party supplier. When Supplier receives a valid warranty claim for a Supplier hardware or software product, Supplier will either repair the relevant defect or replace the product. If Supplier is unable to complete the repair or replace the product within a reasonable time, the customer will be entitled to a full refund upon the prompt return of the product to Supplier (if hardware) or upon written confirmation by customer that the relevant software product has been destroyed or permanently disabled. Supplier will pay for shipment of repaired or replaced products to customer and customer will be responsible for return shipment of the product to Supplier. The preceding represents all remedies for warranty claims under this Agreement. To the extent permitted by law, Supplier, disclaims all other warranties.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal

grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to “federal” should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier’s Included Solutions with United States federal funds.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.
- ii) **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 C.F.R. § 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 C.F.R. § 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. Supplier must comply with all applicable Davis-Bacon Act provisions.
- iii) **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 C.F.R. § 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, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 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 C.F.R. § 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. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require 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). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 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 OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have 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. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must 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.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** 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, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 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 during 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.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and

Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
- Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number, also known as Sourcewell Contract Number or Sourcewell Member Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by either party to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action resulting in personal injury (including death), property damage, or intellectual property infringement, including reasonable attorneys' fees incurred by Sourcewell, arising out of any breach or negligent act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

Limitation of Liability: Supplier's liability under this Agreement or any Participating Addendum is limited to the greater of \$1,000,000 or the amount payable by Participating Entity to Supplier for the twelve (12) months preceding the breach. Neither Participating Entity nor Supplier 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; willful repudiation of the Agreement or Participating Addendum; or any liability which may not be excluded or limited by applicable law.

- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
 - i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites solely for the purpose of marketing Sourcewell's Agreement with Supplier.
 - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites solely for the purpose of marketing Supplier's Agreement with Sourcewell.
 - b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties'

relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

- d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations

- \$2,000,000 general aggregate
- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
- d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

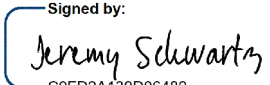
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms

control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

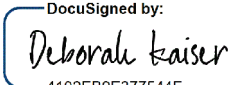
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number. Participating Entities may also use Supplier's authorized third-party fulfillment partner forms when procuring products and services through Supplier's authorized dealers, distributors, or resellers. Such forms shall utilize the terms provided in this Agreement and must also include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number. Notwithstanding the foregoing, neither Sourcewell nor Supplier shall be responsible for products and services that are not authorized under this Agreement when Participating Entity is utilizing third party fulfillment partner forms.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as mutually agreed upon by Participating Entity and Supplier. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Signed by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 1/9/2025 | 4:54 PM CST

HP Inc.

DocuSigned by:

By: 4102EB9E377544F...
Deborah Kaiser
Title: Contract Specialist
Date: 1/9/2025 | 6:19 AM PST

RFP 112124 - Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories, and Services

Vendor Details

Company Name: HP Inc
Address: 1501 Page Mill Road
Palo Alto, CA 94304
Contact: Deborah Kaiser
Email: Deborah.Kaiser@hp.com
Phone: 281-927-8498
HST#: 941081436

Submission Details

Created On: Friday October 04, 2024 07:58:13
Submitted On: Thursday November 21, 2024 08:33:26
Submitted By: Deborah Kaiser
Email: Deborah.Kaiser@hp.com
Transaction #: ce089fd4-b577-4b25-9a80-cd4a8dab71b1
Submitter's IP Address: 170.85.73.0

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	HP Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	HP Inc.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	The CAGE code for HP Inc. corporate headquarters (1501 Page Mill Road, Palo Alto, CA 94304) is 3FFX3.	*
5	Provide your NAICS code applicable to Solutions proposed.	HP's primary North American Industry Classification codes are 334111 (Electronic Computer Manufacturing) and 334118 (Computer Terminal and Other Computer Peripheral Equipment Manufacturing).	*
6	Proposer Physical Address:	1501 Page Mill Road, Palo Alto, CA 94304	*
7	Proposer website address (or addresses):	The HP corporate website is http://www.hp.com .	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Deborah Kaiser Contract Specialist 10300 Energy Drive Bldg 2, 4th Floor Spring, TX 77389 Deborah.Kaiser@hp.com 281-927-8498	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Elizabeth Leach Contract Sales Manager 10400 Energy Drive Spring, Texas 77389 Elizabeth.Leach@hp.com 501-849-4740	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	The backup for the Primary contact is: Debra Lee Director, Contract Sales Management 10400 Energy Drive Spring, Texas 77389 Debra.lee@hp.com 847-537-0344	*

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *	
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	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 (SMBs) and individual consumers.

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.

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.

Corporate Values—The HP Way

The values that shaped our company's history remain the foundation of the HP way. The HP Way influences how we create technology that inspires meaningful progress and is reflected in the way we collaborate to bring ideas to life that can change the world.

- We lead with ambition and agility: Defy the status quo; Move fast, learn, adopt; Innovate with impact.
- We win with purpose and integrity: Act with uncompromising ethics; Strengthen communities and human rights; Advance equity and sustainability.
- We focus on customers first: Seek insights; Solve big problems; Deliver commitments.
- We grow together: Champion diversity and inclusion; Collaborate for best results; Have brave conversations.

HP's Philosophy—Keep Reinventing

For our overall strategy, the priorities are strengthening our core, growth in adjacencies, driving digital transformation, and delivering long-term sustainable growth. We are focused on advancing our leadership in our core personal systems and printing markets while continuing to modernize these businesses to excel in the hybrid world. We plan to invest in additional growth areas where our brand and intellectual property provide a competitive advantage to disrupt industries. We strive to transform how we work, become a more digitally powered and data-enabled company, and significantly reduce structural costs. We have an incredible channel network, passionate employees, and a culture committed to being Future Ready. To successfully execute this strategy, HP must:

- Optimize our cost structure
- Make long-term investments
- Develop or acquire and protect intellectual property
- Commit significant investments to research and development and other resources
- Evolve our go-to-market strategy and business model to meet changing market dynamics, forces, and demand
- Innovate, develop, and execute evolutionary strategies in a rapidly changing and increasingly hybrid environment
- Seize disruptive opportunities
- Respond effectively to secular trends and shifts in customer preferences

Our Product Strategy – Future Ready Portfolio

We are building a portfolio that capitalizes on current trends to deliver innovation and growth. We create personal computing and printing experiences and service-centric business models to meet customers' rapidly changing needs. Our strategic focus is an important catalyst in creating long-term value in today's rapidly changing market.

Personal Systems – In personal systems, the strategic focus is on advancing our leadership in computing, creating leadership in peripherals, and expanding digital services. HP is investing in endpoint services and solutions. Emphasis is also on managed services as the market shifts to contractual solutions. HP is driving innovation to enable productivity, collaboration, and security to meet the demands of today's hybrid workforce. With the acquisition of Poly in 2022, HP provides a comprehensive ecosystem of digital devices, software, and services to create best-in-class collaborative experiences for employees, enhancing productivity and providing visibility, audio, security, and improved management of hybrid computing environments.

Printing – In printing, the strategic focus is on modernizing print, leading in emerging markets, redefining the hybrid office, and growing industrial graphics. There is also a strategic focus on contractual solutions to serve consumers and enterprises through our Instant Ink and Managed Print Services (MPS) offerings. MPS enables users to print and digitize information from virtually anywhere on any device without compromising the security of the organization. Supported by insights from your business and organizational objectives, HP MPS matches the services and software to help minimize routine management time and empower work-from-anywhere.

With personal systems and printing, HP is committed to delivering customers responsibly built innovations they can trust to work securely no matter where or how they work. For select products, HP Wolf Security provides comprehensive endpoint protection and resiliency that starts at the hardware level and extends across software and service.

HP's Longevity

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. The following are some historical milestones related to HP's proposed products and services for Sourcewell: • With more than 30 years of laser-printing experience, HP set the standard in the printer market. HP worked with Canon on laser-printer technology as far back as the 1970s. • In 1984, HP introduced the first desktop laser printer, the LaserJet. Nothing like it existed previously, and it created a new printer market. • In 1984, HP also introduced the first thermal inkjet printer, the Thinkjet. • HP has offered MPS since 1999, but services for over 25 years. • HP began developing multi-vendor solutions in 1989 when it introduced its "Team Computing" program to allow customers to configure their multi-vendor networks to their specific needs. • In 2001, HP created HP Services to provide consulting, outsourcing, support and solutions deployment.	
12	What are your company's expectations in the event of an award?	Upon award, HP's expectations are to promote this contract vehicle to States, Local Government and Education members throughout the U.S. to provide a valuable, competitively awarded contract with additional volume savings. Please refer to HP Attachment 1 – HP Cover Letter to Sourcewell.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	The financial performance of HP Inc. (HP) 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. Please refer to HP Attachment 2 - HP 2023 Annual Report for detailed financial information.	*
14	What is your US market share for the Solutions that you are proposing?	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. Please refer to HP Attachment 3 – HP Market Leadership for HP's market leadership position in commercial printing.	*
15	What is your Canadian market share for the Solutions that you are proposing?	HP is responding to State and Local Government and Education in the 50 U.S. states only.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	HP has never been and is not currently involved in bankruptcy or insolvency proceedings related to HP.	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	HP is best described as defined under option "b", as an Original Equipment Manufacturer (OEM) and service provider. HP's sales relationship is outlined in HP Attachment 4 – HP Organization Chart. HP works closely with our major distributors and our network of 10,300 HP-authorized partners/dealers across the U.S. Should HP activate a Fulfillment Subcontractor Program, HP will work with a carefully selected subset of partners/dealers to represent HP under an awarded contract. HP provides the authorized partners/dealers training and support that will qualify them to meet specific criteria for authorization and execute successfully under an awarded HP-Sourcwell contract. These partners/dealers possess the necessary technical and dedicated sales resources to focus on the specialized needs of States, Local Government and Education, and work closely with HP sales teams as outlined in the above referenced attachment. HP's partner/dealer authorized to execute on behalf of HP under an awarded contract have the option to execute sales under either of the two programs outlined below. HP Reseller Agent Program: • The purchase order is issued to HP; HP invoices and fulfills products and/or services • The partner/dealer assists with recommending HP solutions, configurations, and technology and may serve as a local expert resource to the Participating Entities, may provide demonstration units for evaluation purposes and education on HP's products, offerings and solutions available under an awarded contract Fulfillment Subcontractor Program: • The Participating Entity's purchase order is issued to the authorized partner/dealer. • The partner/dealer executes the complete sales cycle, ensuring Participating Entity's satisfaction related support, and fulfills the product, manages the order, invoices the Participating Entity, manages the delivery process, and performs authorized maintenance services for preventative and warranty break-fix. Participating Entities will have the option of either working with HP directly or with one of the authorized partner/dealers which include local-, small-, minority-, women-, and veteran-owned businesses as authorized under an awarded contract.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	As of the end of 2023, 20 facilities (including all HP manufacturing sites) were certified to ISO 14001 (the most recent version), with 16 as part of our global ISO 14001 certificate. As of the end of 2023, 12 facilities (including 50% of HP manufacturing sites) were certified to ISO 45001/OHSAS 18001 for occupational health and safety. As of 2023, 13 sites had achieved LEED certification or local equivalent, with 11 being Gold level or above; one location had achieved SITES certification, and one site had achieved TRUE certification. All new buildouts target the LEED v4 Gold Standard or a local equivalent such as BREEAM as the basis for design. To drive improvement in health and safety, our EHS management system aligns with the American National Standards Institute ANSI Z10 standard and the International Organization for Standardization (ISO) 14001 standard. HP partners/dealers are required to obtain an HP certificate of authorization to resell HP products and to provide services under the contract.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	HP has not been suspended or debarred in the last ten (10) years.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Market share is a valuable measure of the viability and durability of a vendor's offerings. Products that consistently hold a substantial market share tend to do so due to their proven success with customers. HP maintains strong market share rankings in several key product segments: Personal Computing: 1st place in Desktops; 2nd place in Traditional PCs Worldwide, Notebooks, and Commercial & Consumer PCs. Printing: 1st place in Print Worldwide, Laser Printer, and Inkjet HP's dominance in products and services is complemented by its commitment to corporate responsibility and customer satisfaction. The company has garnered numerous awards and recognitions for excellence in customer support and global citizenship. By partnering with HP, Sourcwell can be assured of selecting a vendor renowned for product innovation, ethical business practices, and exceptional customer satisfaction. In addition to HP's No. 1 or No. 2 market share rankings, HP was a finalist for Technology Services Industry Association's (TSIA) 2024 STAR award in Innovation in Leveraging Analytics and Artificial Intelligence for Service Excellence (source: https://www.tsia.com/star-awards#winners). This award acknowledges companies that have demonstrated outstanding innovation and leadership in the technology services industry. In 2023, HP was a finalist for TSIA's Innovation in Customer Success and Innovation in Managed Services (source: https://www.tsia.com/star-awards-past-winners). In addition to the TSIA award, HP has received the following awards in different	

		categories: Performance-related Awards: • Supply Chain Top 25 from Gartner (source: https://www.gartner.com/en/articles/these-are-the-best-supply-chains-of-2023) • #8 on Management Top 250 from the Wall Street Journal and the Drucker Institute (source: https://drucker.institute/rankings-2023/) Experience and Quality-related Awards: • #23 in the Tech Industry in the Brand Intimacy Study from MBLM (source: https://mblm.com/lab/brandintimacy-study/rankings/) • 5-time awardee as one of the World's Most Ethical Companies list from Ethisphere (source: https://www.worldsmoethicalcompanies.com/honorees/) • 2023 STAR Award finalist in Innovation in Customer Success and Innovation in Managed Services categories from the Technology & Services Industry Association (source: https://www.tsia.com/certifications-and-awards/star-awards/tsia-star-award-winners) • #5 on the KnowTheChain 2022 Information Communications and Technology (ICT) Benchmark (source: https://knowthechain.org/company/hp-inc-2022/) Product, Sustainability and Workplace Awards: • America's Most Responsible Companies list for five years in a row (source https://www.hp.com/us-en/sustainable-impact/awards.html) • Raked #17 in Fortune's Best Workplaces in Technology (source publication: Great Place To Work) • CDP Climate Change A List; Forest A List; Water Security; A List (source publication: CDP) • The 100 Most Sustainable Companies List (source: https://www.barrons.com/lists-rankings/top-sustainable-companies/2023?page=1publication) • Most Innovative Companies (source publication: Boston Consulting Group) • Top 100 Digital Companies (source publication: Forbes) • Management Top 250 – HP was ranked #8 in 2023 based on an assessment of customer satisfaction, employee engagement and development, innovation, social responsibility, and financial strength (source publication: The Drucker Institute) • 2022-2023 BLI Pacesetter SOHO (Small Office/Home Office) Award (source publication: Keypoint Intelligence) • Ranked #54 on the 2024 World's Best Employers List (source publication: Forbes Magazine) • World's Most Sustainably Managed Companies List (source publication: The Wall Street Journal) • iF Design Award 2023 for DesignJet Z9+ Pro 64-in Plotter and Latex 700/800 printer series (source publication: International Forum Design GmbH) Managed Print Services Awards: • HP retained leadership in Quocirca's Print Security Landscape 2023 (source: Quocirca, The Print Security Landscape, 2023, Louella Fernandes, May 2023) • HP maintains a leading position Quocirca's assessment of the MPS market (source: Quocirca, The Managed Print Services Market Landscape, 2023, Louella Fernandes, Sept. 2023) • HP is viewed a leader in Quocirca's Cloud Print Services Market Landscape, 2023 (source: Quocirca, The Cloud Print Services Market Landscape, 2023, Louella Fernandes, June 2023) • HP is a market leading innovator and disrupter (source: Quocirca, Industry Innovators 2022, Louella Fernandes, November 2022) • HP is a leader in the IDC MarketScape: Worldwide Security Solutions and Services Hardcopy 2022—2023 Vendor Assessment (source: IDC MarketScape, Robert Palmer, January 2023, IDC # US48851622e) • HP is a leader in the IDC MarketScape: Worldwide Print in the Distributed Workforce, 2022 (source: IDC MarketScape, Robert Palmer, February 2022, IDC # US48596221e) • HP is a leader in the IDC MarketScape: Worldwide Cloud MPS Hardcopy 2022 (source: IDC MarketScape, Keith Kmetz, January 2022, IDC # US47337721e)
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21	What percentage of your sales are to the governmental sector in the past three years?	As seen in HP Attachment 2 - HP 2023 Annual Report, an estimated \$18.8 billion of sales are generated in the United States. The following is a summary of HP Inc.'s annual revenue by business unit for the past three years: 2023: • Personal Systems: \$35,684 • Printing: \$18,029 • Total Worldwide Net Revenue: \$53.7 2022: • Personal Systems: \$44,011 • Printing: \$18,902 • Total Worldwide Net Revenue: \$62.9 2021: • Personal Systems: \$43,332 • Printing: \$20,128 • Worldwide Net Revenue: \$63.4 Note: Figures stated as USD in millions. HP's Government sector sales is not split out in our annual reports; therefore, we are only able to provide the above information covering the past three years of the stated categories.
22	What percentage of your sales are to the education sector in the past three years?	As seen in HP Attachment 2 - HP 2023 Annual Report an estimated \$18.8 billion of sales are generated in the United States. The following is a summary of HP Inc.'s annual revenue by business unit for the past three years: 2023: • Personal Systems: \$35,684 • Printing: \$18,029 • Total Worldwide Net Revenue: \$53.7 2022: • Personal Systems: \$44,011 • Printing: \$18,902 • Total Worldwide Net Revenue: \$62.9 2021: • Personal Systems: \$43,332 • Printing: \$20,128 • Worldwide Net Revenue: \$63.4 Note: Figures stated as USD in millions. HP's Education sector sales is not split out in our annual reports; therefore, we are only able to provide the above information covering the past three years of the stated categories.
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Annual sales volume for HP contracts is not available for disclosure without the express permission of the Lead State or Procurement official of the following contracts. Therefore, this information is not included, but may be requested directly from the State or Procurement official. HP holds the following cooperative contracts: • NASPO ValuePoint MFD, SW, Services & Cloud Solutions • NASPO ValuePoint Computer • OMNIA Partners (previously National IPA) Technology • OMNIA Partners Previously National IPA) MPS • Midwest Higher Education Compact (MHEC) Technology • GSA Schedule 70 Cooperative • ALJP Cooperative • COSTARs • Washington Schools Information Processing Cooperative (WSIPC) The majority of HP State contracts are held under one of the above Cooperatives. HP holds contracts outside the Cooperative contracts in the following states: • State of Georgia • State of Illinois • Commonwealth of Mass ITC47 • State of North Carolina • State of New York Umbrella contract • State of Ohio Term Schedule • Commonwealth of Pennsylvania PC & MFD • State of Texas DIR • Commonwealth of Virginia PC & MFD
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Annual sales volume for HP contracts is not available for disclosure without the express permission of the GSA Procurement official of the following contract: • GSA Schedule 70 Therefore, this information is not included, but may be requested directly from the GSA Procurement official.

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Essex County College	Denise Williams	970-877-4476	*
Black Hills State University	Fred Nelson	605-642-6580	*
Alabama Coushatta Tribe of Texas	Regina Pineda	936-563-1100	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Supporting State and Local Government and 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. The following HP resources are available, specifically, to support State and Local Government and Education. A high-level view of the sales, support personnel and other resources to service orders or equipment for eligible Participating Entities under an awarded contract are also included below: • Over 200 Inside Sales Account Managers and Field/Territory Account Managers located in Rio Rancho New Mexico and in the State Territory that they support for State and Local Government and Education for the U.S. Channel-lead MPS varies by Partner. • Approximately over 200 Order Management Customer Service Representatives and Order Entry team members located in Mexico that support State and Local Government and Education for the U.S. • Over 10,300 HP-authorized partners/dealers located in every state across the U.S. in support of State and Local Government and Education business • Over 5,000 authorized reseller agents available located throughout the U.S. supporting State and Local Government and Education in the U.S. • 50 (estimated) servicing subcontractors per zip code located throughout the US in support of State and Local Government and Education including commercial and corporate customers • Over 1,000 estimated HP badged services for maintenance and managed services personnel (located) in support of State and Local Government and Education • Over 200 estimated technical, operational and managerial resources located throughout the U.S. in support of State and Local Government and Education. • HP has over 220 Authorized Channel MPS Partners in the US. HP Inc. has approximately 55,900 employees worldwide. HP sales persons are located throughout the U.S. The following list provides the number of HP employees, classified as "active regular," broken down by job function. Counts are based on various HP region- and country-level HR reports and do not include all subsidiary employees. Employee Headcount by Job Function for HP Employees in the Americas: • Administration: 246 • Business Planning: 674 • Corporate Administration: 75 • Corporate Affairs: 47 • Engineering: 2,017 • Engineering Services: 305 • Finance: 1,299 • General Management: 27 • Human Resources: 314 • Information Technology: 309 • Learning and Development: 53 • Legal: 171 • Marketing: 1,394 • Public Affairs: 20 • Quality: 127 • Sales: 2,608 • Sales Operations: 1,168 • Services: 3,888 • Software: 2,839	*

		• Supply Chain and Operations: 4,010 • Technical: 142 • Grand Total: 21,733 Note: These counts are as of January 22, 2024. Counts and job classifications are subject to change. The following is a list of HP sales offices across the U.S.: California: • 1501 Page Mill Road, Palo Alto, CA 94304 (Headquarters) • 17600 New Hope Street, Building A, Fountain Valley, CA 92708 • 17665 New Hope Street, Building M, Fountain Valley, CA 92708 • 1470 Exposition Way, San Diego, CA 92154-6659 • 333 W San Carlos St., River Park Towers, Suite 1100, San Jose, CA 95110-2735 • 345 Encinal St., Santa Cruz, CA 95060-2132 Georgia: • 2475 Northwinds Parkway, Suite 200, Offices 241, 244A, & 272, Alpharetta, GA 30009 Massachusetts: • 600 Federal St. 1st & 2nd Floors, Andover, MA 01810-1064 • 10 Burlington Mall Rd., 1st Floor, Burlington, MA 01803-4121 New York: • 259-263 W 34th St., 5th & 6th Floors, New York, NY 10001-2803 Texas: • 7700 W Parmer Ln., Building C, 1st Floor, Austin, TX 78729-8101 • 3800 Quick Hill Rd, Building 2, Suite 150, Austin, TX 78728-1311 Virginia: • 13650 Dulles Technology Dr., Suite 250, Herndon, VA 20171-6158 Washington D.C.: • 1299 Pennsylvania Ave NW, Floor 4, Suites 1 & 2, Washington, DC 20004-2440	
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	HP utilizes the major distributors who have shipping locations across the U.S. enabling timely delivery (including expedited) as needed by Participating Entities. HP will carefully select from our 10,300 HP-authorized partners/dealers to authorize selected partners/dealers to represent HP under an awarded contract. These authorized partner/dealers will be located in states throughout the U.S. providing broad, national coverage for sales and support. These partners/dealers will have a specific focus and expertise on State and Local Government and Education business and customers.	*
28	Service force.	HP employs over 1,000 maintenance and managed services related HP-badged service individuals targeted to support Copier and Print Services that are located throughout the U.S. and support Public Sector, Commercial and Corporate customers.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	HP provides procuring entities the flexibility for processing a valid Purchase Order directly with HP 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 Entity whether through the standard e-commerce site or an e-procurement site. Participating Entities will also have the option to issue their purchase order to the HP-authorized partners/dealers for product and/or services by phone, fax or email. Authorized partner/dealer information will be posted on an HP website and available for posting to Sourcewell's website as desired under an awarded contract.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	HP takes a proactive approach where 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 by agencies throughout the U.S., escalations can be made directly to the Primary Contract Sales Manager assigned. Once the Primary Account Representative is engaged, service escalations are reported to the Delivery Manager Director with resolutions within 24-48 hours and a call to the Participating Entity within hours of escalation request. Invoicing and billing issues are escalated to the Order Management and Credit Manager and we strive to provide quick responses to meet the customer's satisfaction. We encourage any Participating Entity that goes through the standard process and is not completely satisfied to reach out to the Primary Contact under the contract. Channel MPS Partner services may vary. 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. Customer Services is required to adhere to the following standard service levels: • PO Receipt to CSR order entry: 4 business hours • PO Receipt to clean (executable) order: 8 business hours • Confirmation sent to customer/sales/management that order has been placed and provide order # 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	

- 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
- RMA request (from CSR receipt to RMA generation): 12–24 business hours
- Warehouse receipt of returned 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 Order Management 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

Channel Partner MPS services may vary.

For HP maintenance and MPS services, HP's proposal includes Strategic Business Reviews (SBR), which are conducted remotely annually, and there is an option for enhanced SBRs conducted quarterly at an additional cost.

- Standard SBR are part of the services contract. This service will help maintain cost and optimize the infrastructure reviewing day-to-day service performance and operational requirements. Participating Entity benefits from HP's standard Performance Dashboard report that will highlight usage trends to customer and advise on optimization opportunities.

- Enhanced SBR will establish a roadmap and key performance indicators that together Participating Entity and HP will follow and review on a regular basis to continuously improve the managed services. Enhanced SBR expands HP's Standard SBR capabilities by providing a consultancy (people) and a framework (online interactive platform) for strategic business discussions leading to print service improvement roadmap and projects.

- HP will initiate, prepare, plan, and drive the periodic (typically quarterly for the Enhanced SBR) Strategic Business Reviews together. The dedicated HP Client Success Manager aligns with the customer on timing and format of periodic strategic business reviews. Together, they establish a collaborative process to identify and accelerate optimization and deliver innovation.

- With a robust underlying interactive online platform to track and report on actual value realized and "what-if" scenarios, Participating Entity can view industry benchmarks, analytics, and aggregate insights.

- HP will capture actions and agreements, document the outcome and present Participating Entity with proposed action plans.

Channel MPS Partner services may vary.

HP Strategic Business Reviews (SBRs) Overview:

During SBRs, we collaborate with you to identify opportunities for greater efficiency and performance excellence. The trusted and strategic relationship we build with you is based on accountability, transparency, and results. As part of the review process, we perform peer benchmarking and cost/benefit analysis, as well as utilize all the information the other tools have provided to create "what if" scenarios that can help you make better strategic decisions and move your print environment to a higher performance level.

HP Strategic Business Reviews allows Participating Entity to:

- Engage in time-based strategic customer conversations
- Get real-time, actionable information delivery
- Perform peer benchmarking and print policy optimization
- Focus on strategic relationship transformation

In each of the Service agreements, agencies provide their SLA requirements, which varies from agency to agency that ranges from Next Business Day Onsite Response (included) to 4 to 8-hour response times (at an additional cost).

HP will meet and strive to exceed all committed Service Level Agreements (SLA) that are contracted through HP maintenance and managed services. HP's Net Promoter Scores are a leading indicator of our capability and leadership within Services. HP will utilize proactive technologies for Participating Entities to ensure a more efficient and streamlined service model. HP will leverage technologies such as Remote Management and Proactive Management tools for a better overall experience with HP.

HP's incentive is to ensure we meet the goals is to avoid affecting our customers which is why customer satisfaction is a priority at HP. We also know that maintaining

		performance is key to avoid terminations that are disclosed in bids, not to mention word of mouth that impact future business. Channel MPS Partner services may vary.	
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	HP has a rich technological heritage, strengthened with the cumulative knowledge that we have developed in delivering government and education solutions. For more than 80 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 consistently high-quality performance in all environments. As the #1 Technology Company in the U.S., HP has shown our ability to perform and deploy products and services available under the contract that have been ordered, delivered, installed, and are in use across 50 states. In responding to this RFP, HP commits to continue our successful record of accomplishment and leverage our talents, resources and experience for the continued success of an awarded contract for eligible U.S. based State and Local Government and Education agencies.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	HP is responding in support of the U.S. State and Local Government and Education agencies in the 50 states. HP's response will not cover Canada since HP has separate organizations globally to support Canada and other countries based on their specific needs in that country, covering currency exchange, pricing, product specification requirements, different language selections and other requirements that may be needed or requested to better serve and support those customers locally.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	HP is responding in support of the U.S. State and Local Government and Education agencies in the 50 states. HP's response will not cover Canada since HP has separate organizations globally to support Canada and other countries based on their specific needs in that country, covering currency exchange, pricing, product specification requirements including different language selections and other requirements that may be needed or requested to better serve and support those customers locally.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	HP supports State Departments, Local Government, Higher Education and K-12 for both private and public. Non-profit organizations that are not recognized by a given State or are supported by HP commercial or corporate may not be utilizing an HP State and Local Government and Education contract. However, HP is open to supporting non-profit organizations based on their selection as allowed under the contract. States utilizing a cooperative contract limit the contract to those allowed or eligible under State statute. To our knowledge that is the only limitation.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	HP uses industry standard service levels for any remote areas across the 50 states. HP currently supports Alaska and Hawaii successfully based on the customer acceptable service delivery turnaround timelines for normal to rural/remote areas.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	HP is open to supporting non-profit organizations based on their selection as allowed under the contract.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	HP's contract marketing approach is designed to deliver highly effective and efficient marketing campaigns through a combination of in-housing strategy, digital initiatives, strategic partnerships, diverse product offerings, promotional efforts, and a customer-centric approach. Upon award and prior to any distribution, HP marketing materials will be provided to Sourcewell for review, modification and approval. No material will be released without written approval. HP marketing to our customers is done through several unique marketing activities that, when combined, create a holistic integrated marketing plan. Key components of this approach are: • Innovation: HP places a strong emphasis on innovation, consistently introducing cutting-edge products and services that meet the evolving needs of customers. This commitment to innovation is reflected in marketing campaigns. • Customer-Centric Approach; HP's marketing strategies are deeply rooted in understanding and addressing customer needs. As a result, HP creates personalized and relevant marketing messages that resonate with the target audience. • Digital and Social Media: HP has a strong presence on various digital and social media platforms including Facebook, Instagram, LinkedIn, and YouTube. These platforms are used to engage with their audience, share product updates, and promote the HP brand. HP also drives contract awareness and product/service promotions at the contract through HP web banners on www.hp.com. This provides an opportunity to reach a large audience of Participating Entities and offer a "call to action" inviting the reader to contact HP for pricing and information.	*

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	HP will distribute periodic email newsletters and promotions to eligible Participating Entities throughout the contract term. These email promotions will provide the most current ongoing promotions. The email newsletter will provide an opportunity to focus on the success of the HP Sourcewell contract and promote upcoming contract promotion specials and even state-specific standards or promotions. Due to the product scope, HP will provide contract promotions, as seen on the current contract, directly on the contract website as allowed based upon the awarded contract, in accordance with the contract approved process. Contract promotions will be distributed through various methods of delivery, to include email, newsletters, web banners, and postcard mailers to Participating Entities as allowed under the contract. The contract promotions will remind Participating Entities of special promotions or special volume pricing offerings. The contract promotions will emphasize the aggressive HP pricing offered to Sourcewell Participating Entities. HP participates in the annual marketing events such as NASPO Exchange and NIGP Annual Marketing events. The HP Primary 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 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 Participating Entities and HP authorized partners. HP would like the opportunity to promote this contract at these events. HP will work with Sourcewell and/or Participating Entities to make them aware of these events or schedule additional seminar events. These Webinars give important information to Participating Entities on contract specifics including product scope, ordering information, promotions and how to save more using this contract. HP will host educational forums to teach State and Local and Educations 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 and Local and Education that will share best practices. This is an opportunity for State and 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 Sourcewell HP authorized dealers may assist in the marketing activities in this section to promote the contract through telemarketing campaigns, events and distribution of approved marketing documents. This will allow HP to reach even more Participating Entities for contract awareness.
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39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	In our view, Sourcewell's role would be to confirm approval of the marketing materials and plan to promote the contract. HP looks to Sourcewell for any expert advice on expectations based on experience and knowledge of what has worked best to reach the eligible members in the past. HP will integrate an awarded Sourcewell contract into the sales process as outlined below: 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 the contract website (www.hp.com/buy/Sourcewell) • Update web content (contacts, links, etc.) – Sales contacts – Ordering Information – Key Links – Value add offerings/pricing 30-90 Days • Targeted communications to HP-authorized dealers/partners/subcontractors sales contacts as approved by Sourcewell • 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).	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, upon award HP will create an online website publicly available and found at hp.com upon award. HP also has punch out catalog options available for Sourcewell or procuring Participating Entities utilizing an awarded contract. State and Local Government and Education agencies utilize the e-procurement website for product review and comparisons as well as: • Purchase order tracking – check order status or if applicable place a new order. They may also view and search quotes, add items to the shopping cart, and check out. In addition, Participating Entities have the ability to print our reporting of orders tied to their account. • Online ordering capability with the ability to remember multiple ship to locations – Order and Quote creation, adding multiple ship to locations, cart summary and checkout are all included as part of the online shopping experience. On the quote/order screen, Participating Entities may also specify where to send the quote/order notification and any comments they would like to see. Any available special pricing or applicable fees are also visible. While in the shopping cart, Participating Entities can look up and apply a Special Pricing Code. • Participating Entities 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. • Links at the front site to allow ease access to environmental certifications, including take-back/recycling programs, EPEAT, Energy Star, Accessibility (VPAT), contracts – Our 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	*

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	24/7 online training is available for all end-users at no cost. Onsite operator training available for end-users during install at no costs. Additional training beyond the aforementioned is available at a cost based on the specific training requested.
42	Describe any technological advances that your proposed Solutions offer.	HP printers have the industry's strongest security, with four key technologies that are always on guard, continually detecting and stopping threats while adapting to new ones. Only HP Enterprise printers automatically self-heal from attacks by triggering a reboot—IT doesn't need to intervene. HP's most advanced embedded security features are available on HP Enterprise-class devices. For a list of compatible products, visit: hp.com/go/PrintersThatProtect. For more information, visit: hp.com/go/printersecurityclaims. After a reboot occurs, HP's Security Software Portfolio automatically assesses and, if necessary, remediates device security settings to comply with pre-established company policies. To learn more, please visit hp.com/go/securitymanager). Administrators can be notified of security events via Security Information and Event Management (SIEM) tools such as ArcSight, McAfee, Splunk, and SIEMonster. As mentioned above, HP's four key technologies for printer security are: 1. HP Sure Start—checks operating code The BIOS is a set of boot instructions used to load critical hardware components and initiate firmware. HP Sure Start technology works behind the scenes by validating the integrity of the BIOS when powering up. If a compromised version is discovered, the device restarts using a safe "golden copy" of its BIOS. 2. Whitelisting—checks for authentic firmware, digitally signed by HP Because compromised firmware could expose your whole network to an attack, whitelisting helps ensure the code that coordinates your printer's functions, controls, and security hasn't been tampered with. Firmware is automatically checked during startup, and if an anomaly is detected, the device reboots to a secure, offline state and notifies IT. 3. Run-time intrusion detection—monitors memory activity HP's run-time intrusion detection helps protect printers while they are powered on and connected to the network—right when most attacks occur. This technology checks for anomalies during complex firmware and memory operations, automatically stops the intrusion, and reboots. 4. HP Connection Inspector—inspects network connections Stop malware from "calling home" to malicious servers, stealing data, and compromising your network. HP Connection Inspector evaluates outgoing network connections to determine what's normal, stop suspicious requests, and automatically trigger a self-healing reboot. HP FutureSmart allows HP printers to get younger with age. Included within HP LaserJet and HP PageWide enterprise printers, multifunction printers, and network scanners. HP FutureSmart is like the operating system for your HP fleet. Enjoy peace of mind knowing you are protecting your investment with reliable, expandable HP functionality across your fleet – for older and new devices alike. HP FutureSmart firmware is a unique and powerful operating system that enables your HP LaserJet and HP PageWide enterprise devices to be more useful and productive, today and well into the future. Solutions at a glance: • Upgrade HP FutureSmart over time, similar to a PC's operating system with service packs or major new functionality releases. • Get consistent, intuitive user controls across devices. • Seamlessly incorporate paper documents with your digital content right from your device. • Provides simple, sophisticated productivity with improved workflow and fewer steps. • Easily install updates on your schedule. • HP Enterprise devices have native Microsoft Universal Print (MUP) and Sharepoint 365 support.
43	Provide two (2) examples of how your devices support seamless workflows with cloud-based document management systems.	The following 2 examples are how HP Printers support cloud document management: • HP Workpath Apps: Simplify processes with cloud-connected print workflows • HP Secure Print: A cloud-native solution that increases security and control of your print environment Please refer to HP Attachment 5 – Efficiency-Productivity-Security-Compliance brief and HP Attachment 6 – Drive Agency Transformation brief for additional details.
44	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list	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

	of the certifying agency for each.	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. We periodically assess topics relevant to sustainability to inform our focus and Sustainable Impact strategy, investments, and disclosures. This enables us to focus on the areas where we can have the greatest impact, determine gaps in our approach, and identify trends and leadership opportunities for our business. The assessments also inform our goals-setting process, and we have set aggressive goals to manage performance and drive long-term progress related to ESG topics identified. At HP, we support the United Nations 2030 Sustainable Development Goals (SDGs) and recognize the importance of contributing to a more sustainable future. We have existing programs that contribute to the progress of 16 of the 17 goals and continue to drive innovations that help achieve them. Some of our current goals include the following: • Reduce HP value chain GHG emissions by 50% by 2030 (compared to 2019), and achieve net zero emissions by 2040 • Reach 75% circularity for products and packaging by 2030 • Recycle 1.2 million tonnes of hardware and supplies by 2025, since the beginning of 2016 • Counteract deforestation for non-HP paper used in our products and print services by 2030 and continue to source only sustainable fiber for all HP-brand paper and paper-based packaging for home and office printers and supplies, PCs, and displays • Reach one million workers through worker empowerment programs by 2030, since the beginning of 2015 Building a Circular Economy: Sustainable Impact is at the heart of HP's business strategy. Our vision is to be the world's most sustainable and just technology company, and in 2021 we announced our most comprehensive and ambitious Sustainable Impact agenda yet. We are driving progress toward a circular economy by keeping materials in use longer, transforming them for a second life, and preventing them from becoming waste. By doing so, we can reduce HP's and our customers' footprints. To advance our progress, we: • Design circular products and services—To begin with, we design our products to be more energy efficient, durable, and easily repaired so they can stay in use for as long as possible • Use recycled and renewable materials—We incorporate increasing amounts of recycled, renewable, and non-virgin raw materials, such as ocean-bound plastic, into our products • Manufacture responsibly—We review the materials used in HP products to evaluate potential impacts on human health or the environment. This approach also improves product circularity by supporting reusability and recyclability • Repair, refurbish, reuse—Our innovative, service-based solutions reduce environmental impacts through extended life, value retention, and convenient take-back. HP's repair, refurbishment, and recycling services help to recover products, components, and materials for the next generation of products • Recycle—We recycle products and components to establish a circular loop Our ambitious goals help us track our progress. Currently, we aim to: • Reach 75% circularity for products and packaging by 2030. In 2023, our progress toward meeting this goal reached 40% • Use 30% postconsumer recycled content plastic across HP's personal systems and print product portfolio by 2025. During 2023, we used 18%, a total of 34,400 tonnes of postconsumer recycled content plastic • Eliminate 75% of single-use plastic packaging by 2025, compared to 2018. So far, we achieved a 64% reduction, from an average of 221 grams/unit in 2018 to 85 grams/ unit in 2023 The HP Circularity accounting manual, which provides additional details on the calculation methodology for HP's circularity metric, is available at https://h20195.www2.hp.com/v2/GetDocument.aspx?docname=c08138412. Sustainable Design Solutions: Design is a crucial step for embedding circularity into HP products and services, as 80% of a product's impact is determined at the design phase. We apply design principles that improve the environmental performance of our products across their lifecycles. In 1992, we developed our Design for Environment program (now called Design for Circularity) to formally consider factors impacting sustainability performance throughout the product design and development phases. We use a science-based approach to evaluate our products, identify and prioritize improvement opportunities, and set goals. Through our membership in the Circular Electronics Partnership (CEP), in 2023 we provided input to the revision of the CEP roadmap to address barriers and identify enablers related to the industry's transition to a circular economy. We also participated in the recycled steel working group to explore ways to increase the use of recycled steel in electronics. Among our main design priorities, we work to: • Understand better—HP uses LCAs and product carbon footprinting (PCF) to quantify the environmental impacts of our products, analyze possible alternatives, and target product performance improvements that deliver value to our customers and our business • Increase the use of recycled and renewable materials—We are both a supplier and a user
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of recovered materials, incorporating recycled and recyclable content into new HP products. This helps to accelerate global market development for recovered and recycled materials

- Practice responsible chemistry—For more than two decades, HP has worked to move the electronics industry toward safer alternatives to materials of concern. We continually assess published lists of substances of concern, customer preferences, and emerging regulations
- Enhance product repairability, reusability, longevity, and recyclability—HP offers a range of programs, initiatives, and services designed to keep products and materials in use at their highest value for as long as possible
- Continually improve product energy efficiency—To help our customers decrease energy consumption and GHG emissions, we design for energy efficiency and offer convenient service-based solutions
- Packaging innovation—Our packaging strategy has three focus areas—eliminate, innovate, and circulate—aiming to enhance customer experience while driving progress toward our goal of eliminating 75% of single-use plastic packaging by 2025, compared to 2018

Product design and development operations for our personal computing products, LaserJet Enterprise Solutions, and InkJet Printing Solutions, are ISO 14001 certified. We conduct internal compliance audits and benchmark against industry best practices on an ongoing basis. Our program has continually evolved in response to technological and scientific developments, changes to our supply chain, and customer demand.

For more information, please see the Climate Action section of the 2023 HP Sustainable Impact Report at www.hp.com/go/report.

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 provides take-back programs in 77 countries and territories worldwide* through a global network of reuse and recycling vendors. (*This is the number of countries or territories where HP offers legislation-driven and/or voluntary hardware take-back and recycling programs, and/or voluntary ink and/or toner take-back and recycling programs. Program availability varies. For details, see hp.com/recycle.)

Since 2016, we recycled 992,000 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.

Original HP Ink Cartridges have been engineered to use recycled plastic and still meet HP's demanding standards for quality and reliability. Recycled plastic from Original HP Ink Cartridges—returned by customers through the HP Planet Partners program—is combined with recycled plastic bottle materials or recycled apparel hangers to create new Original HP Ink Cartridges.

HP has used more than 1,718 metric tons of UL-certified ocean-bound plastic (OBP). That's the equivalent of 135 million 16.9-ounce (500ml) bottles.

We certify OBP used in our products to the UL 2809 standard, which includes requirements for safe labor practices and other social safeguards.

In 2022, 7,160 metric tons of recycled plastic were used to make new ink and toner cartridges. HP has upcycled more than 5.8 billion plastic bottles into new Original HP Ink Cartridges.

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 publish a detailed list of our reuse and recycling vendor sites globally. Find out more about HP Reuse and Recycling vendors at <https://h20195.www2.hp.com/V2/getpdf.aspx/c05403198.pdf>.

Promoting Sustainability throughout Our Supply Chain:

Our production and nonproduction suppliers are essential partners as we work to drive net zero carbon and improved resource efficiency throughout the value chain. For more than a decade, we have worked closely with our suppliers to improve their environmental programs and report progress transparently.

We request 98% of our production suppliers (by spend) as well as strategic nonproduction suppliers, disclose key qualitative and quantitative environmental management information and impacts through our CDP Supply Chain membership. This includes GHG emissions and goals, total and renewable energy use, water withdrawal, climate and water risks, and governance.

Greenhouse gas emissions: Through our Sustainable Impact Scorecard, we set requirements for our production suppliers, including related to energy use and GHG emissions performance and disclosure. In 2022, we continued engaging with these suppliers to drive positive change, for example by providing training outlining our environmental expectations.

We continue to deepen engagement with suppliers representing GHG emissions "hot spots" in our supply chain—such as LCD panels, printed circuit board assemblies, and memory and storage—identified through life cycle assessments (LCAs) and directly collected data. In 2022, this included procurement-driven workshops with 31 suppliers, representing about 75% of HP's production spend. Focus areas included setting science-based targets and increasing

		renewable energy use. To ensure our suppliers' climate action ambitions align with our own, since 2018, through our Sustainable Impact Scorecard, we have required them to set science-based GHG emissions–reduction targets. In 2022, we worked closely with suppliers of high–GHG impact commodities and with the final assembly suppliers who make our personal systems, print hardware, and printing supplies, to support them to engage with SBTi and set validated targets. We have worked with suppliers since 2018 to encourage renewable energy sourcing and reporting. In 2022, 1.1 million MWh of renewable electricity attribute certificates were purchased by HP and our suppliers, covering the majority of our highest-impact final assembly sites in China. For a detailed description of HP's Sustainable Impact efforts, please see the 2023 HP Sustainable Impact Report at www.hp.com/go/report.	
45	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation (e.g. life-cycle management, energy consumption, and end-of-life disposal options), or other green/sustainability factors.	IT Eco declarations provide an environmental profile of a product—product life, packaging material, recycled content, availability of service and replacement parts, ease of upgrade, energy use, material use, product safety, and emissions—in an industry-standard format. Eco declarations and other product information are available online: • Safety datasheets (SDS) – regulatory data, recommendations for safe handling, and safety information about materials (physical, chemical, and toxicological properties). • Environmental certifications (eco-labels) – extensive online product safety and environmental information. HP's leadership in reducing the environmental impact of its technology products has resulted in numerous qualifications that recognize our design and technological innovations. www.hp.com/go/sustainability_ecolabels • HP Eco solutions – products, tools, services or solutions with environmental attributes. They are the results of a company-wide commitment to reduce our environmental footprint across our product portfolio.	*

46	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	HP's proposal describes our unique attributes to meet the Sourcewell Participating Entities' requirements with quality products that incorporate leadership technologies and are backed by an award-winning support services organization and strong alliances. HP's history of over 80 years of developing and supporting superior and highly reliable products is demonstrated by our rapid growth and recognition in the personal computer industry. HP's proposed offering builds on many key technology and business differentiators unique in the industry as seen in the past two (2) years of the transformation to a hybrid working environment. Please refer to HP Attachment 7 – Solving the Government's IT Challenges of Anywhere Work brief. HP is in an excellent position to deliver innovative experiences through hardware, software, and services to support the work transformation happening today. HP printers have the industry's strongest security, with four key technologies that are always on guard, continually detecting and stopping threats while adapting to new ones. Only HP Enterprise printers automatically self-heal from attacks by triggering a reboot—IT doesn't need to intervene (HP's most advanced embedded security features are available on HP Enterprise-class devices). As mentioned above, HP's four key technologies for printer security are: 1. HP Sure Start—checks operating code The BIOS is a set of boot instructions used to load critical hardware components and initiate firmware. HP Sure Start technology works behind the scenes by validating the integrity of the BIOS when powering up. If a compromised version is discovered, the device restarts using a safe "golden copy" of its BIOS. 2. Whitelisting—checks for authentic firmware, digitally signed by HP Because compromised firmware could expose your whole network to an attack, whitelisting helps ensure the code that coordinates your printer's functions, controls, and security hasn't been tampered with. Firmware is automatically checked during startup, and if an anomaly is detected, the device reboots to a secure, offline state and notifies IT. 3. Run-time intrusion detection—monitors memory activity HP's run-time intrusion detection helps protect printers while they are powered on and connected to the network—right when most attacks occur. This technology checks for anomalies during complex firmware and memory operations, automatically stops the intrusion, and reboots. 4. HP Connection Inspector—inspects network connections Stop malware from "calling home" to malicious servers, stealing data, and compromising your network. HP Connection Inspector evaluates outgoing network connections to determine what's normal, stop suspicious requests, and automatically trigger a self-healing reboot. HP FutureSmart allows HP printers to get younger with age. Included within HP LaserJet and HP PageWide enterprise printers, multifunction printers, and network scanners. HP FutureSmart is like the operating system for your HP fleet. Enjoy peace of mind knowing you are protecting your investment with reliable, expandable HP functionality across your fleet – for older and new devices alike. HP FutureSmart firmware is a unique and powerful operating system that enables your HP LaserJet and HP PageWide enterprise devices to be more useful and productive, today and well into the future. Solutions at a glance: • Upgrade HP FutureSmart over time, similar to a PC's operating system with service packs or major new functionality releases. • Get consistent, intuitive user controls across devices. • Seamlessly incorporate paper documents with your digital content right from your device. • Provides simple, sophisticated productivity with improved workflow and fewer steps. • Easily install updates on your schedule. • HP Enterprise devices have native Microsoft Universal Print (MUP) and Sharepoint 365 support. • HP has industry leading scan and workflow capabilities in both our A3 and A4 portfolio: - 300 ipm duplex scan technology, you can experience scanning speed like no other - Reverse and retry technology, automatically detects and resolves double feed issues - HP's fast and accurate OCR, even faster with the optional Workflow accelerator card - Scan to multiple destinations with one button using our "quickset" feature
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Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
47	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		☒ Yes ☐ No	A large portion of HP's 10,300 partners/dealers hold certified diversity status (WMBE/SBE/VBE, etc.). HP is committed to fostering a culture where diversity, equality, and inclusion are at the forefront of our business, both internally and throughout our supply chain operations. HP has the most diverse Board in the U.S. technology industry, and 63% of our U.S. hires in 2023 were from underrepresented groups. HP is also among the top technology companies for women in executive positions. Women represent 33% of the company's executive leadership positions. Under an awarded contract and activation of the Fulfillment Subcontractor Program, HP will include local-, small- and minority-, women-, veteran-owned and other SBE recognized certified partners/dealers. At that time, HP agrees to provide Sourcewell with a copy of the partners/dealers' WMBE/SBE/VBE etc. certifications, along with any documentation that is require by Sourcewell.	*
48		Minority Business Enterprise (MBE)	☒ Yes ☐ No	HP will prioritize including as many diversity owned businesses as possible in its authorized partner/dealer list and program.	*
49		Women Business Enterprise (WBE)	☒ Yes ☐ No	HP will prioritize including as many diversity owned businesses as possible in its authorized partner/dealer list and program.	*
50		Disabled-Owned Business Enterprise (DOBE)	☒ Yes ☐ No	HP will prioritize including as many diversity owned businesses as possible in its authorized partner/dealer list and program.	*
51		Veteran-Owned Business Enterprise (VBE)	☒ Yes ☐ No	HP will prioritize including as many diversity owned businesses as possible in its authorized partner/dealer list and program.	*
52		Service-Disabled Veteran-Owned Business (SDVOB)	☒ Yes ☐ No	HP will prioritize including as many diversity owned businesses as possible in its authorized partner/dealer list and program.	*
53		Small Business Enterprise (SBE)	☒ Yes ☐ No	HP will prioritize including as many diversity owned businesses as possible in its authorized partner/dealer list and program.	*
54		Small Disadvantaged Business (SDB)	☒ Yes ☐ No	HP will prioritize including as many diversity owned businesses as possible in its authorized partner/dealer list and program.	*
55		Women-Owned Small Business (WOSB)	☒ Yes ☐ No	HP will prioritize including as many diversity owned businesses as possible in its authorized partner/dealer list and program.	*

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
56	Describe your payment terms and accepted payment methods.	HP standard payment terms are 30 days. HP does adhere to the public entities governed by the State Prompt Payment Act net terms. HP provides procuring entities the flexibility for processing a valid Purchase Order either by mail, fax, email, phone, or order via an e-commerce 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 the 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 procuring entity.	*

57	Describe any leasing or financing options available for use by participating entities. Describe how these options account for upgrading to newer models to mitigate the risk of equipment obsolescence.	Leasing options offered from HP directly are through a third party leasing Company, Hewlett Packard Enterprise Financial Services (HPFS). Authorized partners/dealers may use HPFS or alternative third party leasing companies. HPFS provides the following options for leasing: 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 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. 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. Additional third party leasing options may vary as available through authorized partners/dealers. Please refer to the following leasing attachments for more information: • HP Attachment 8 – Lease Option Overview • HP Attachment 9 –State and Local Government Master Lease Purchase Agreement • HP Attachment 10 –State and Local Government Master Operating Lease Agreement • HP Attachment 11 – HP Asset Upcycling Services • HP Attachment 12 – HP Accelerated Migration
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58	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Statements of Work for products offered under an awarded contract would be developed mutually between HP, or the authorized partner/dealer, and the Sourcewell Participating Entities to include responsibilities and deliverables noting the Sourcewell contract. We have included: • HP Attachment 13 - HP Maintenance Services and Support Schedule • HP Attachment 14 - HP Managed Cartridge Services and Support Schedule • HP Attachment 15 - HP Managed Print Services Statement of Work • HP Attachment 16 - HP MPS Authorized Partner SOW Guidelines	*
59	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Payment for orders can be made by check to an HP remittance lock box. Procurement cards are accepted at the time an order is placed at no additional cost. Based on needs unique to the Participating Entity, EFT or other electronic payments may be mutually agreed upon.	*
60	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	HP has provided a guaranteed discount off HP's then current U.S. Commercial List Price as the ceiling not-to-exceed price for HP product. Please refer to HP Attachment 17 - HP Discount Schedule for Sourcewell. HP's U.S. Commercial List Price information is published publicly for auditing purposes and can be found at: https://hp2b.hp.com/webapp/wcs/stores/servlet/en-US/hp2bfed/hplistprice . HP has also included the current price list in HP Attachment 18 - HP Hardware Price List for Sourcewell that includes all of the hardware for purchase including HP U.S. Commercial List Price, discount, and contract net price for your reference. HP has also included Cost Per Copy (CPC) ceiling not-to-exceed CPC for maintenance services as seen on HP Attachment 19 - HP Maintenance Pricing for Sourcewell that includes preventative maintenance with or without ink, managed cartridge billing and managed services (MPS) outlined in HP Attachment 20 - HP MPS Pricing for Sourcewell. HP also provides Participating Entities the ability to save more with HP, by reaching out to the sales team for volume pricing requests based on their needs in the next 6 to 12 months or longer, so the Participating Entity can obtain the greatest savings for the full benefit of its budget dollars. Most Participating Entities 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 and that's available through HP. By purchasing under a competitively bid and awarded HP contract, Participating Entities 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 for services selected. Therefore, additional discounts or fixed pricing that HP offers can be provided to the Participating Entities at the time of the request under an awarded contract.	*
61	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	HP has provided a guaranteed discount off HP's then current U.S. Commercial List price outlined in HP Attachment 17 - HP Discount Schedule for Sourcewell. HP's U.S. Commercial List price information is published publicly for auditing purposes and can be found at: https://hp2b.hp.com/webapp/wcs/stores/servlet/en-US/hp2bfed/hplistprice . For HP Services, HP is providing Cost Per Copy (CPC) ceiling not-to-exceed CPC for maintenance services as seen on HP Attachment 19 - HP Maintenance Pricing for Sourcewell that includes preventative maintenance with or without ink, managed cartridge billing and managed services (MPS) outlined in HP Attachment 20 - HP MPS Pricing for Sourcewell.	*
62	Describe any quantity or volume discounts or rebate programs that you offer.	Due to the wide array of products, volume pricing varies by product and service selected. Based on specific needs of a Participating Entity, additional discounts or fixed pricing can be requested. HP may have promotional offers with a set aggressive price, available once or twice a year. These offers are typically available when a specific product has gone end-of-life and HP has a limited number of products available due to inventories. Should these types of promotions become available, HP would provide to Participating Entities eligible under the contract to provide even greater savings.	*

63	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	HP has included third-party hardware and software product options and custom services to compliment a Participating Entity's purchase. Any third-party hardware, software or custom services would fall under the pricing as outlined in HP Attachment 17 – HP Discount Schedule for Sourcewell. HP is providing a discount off HP U.S. List Price and will not be providing cost plus percentages.	*
64	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	HP product discounts for hardware includes standard shipping and handling and therefore Participating Entities are not charged for shipping and handling. Participating Entities that request expedited shipment may incur an additional charge if requested and allowed under an awarded contract. Installation services are available at the Care Pack services or through the services pricing as outlined in HP Attachment 19 – HP Maintenance Pricing for Sourcewell and HP Attachment 20 – HP MPS Pricing for Sourcewell.	*
65	Describe your applicable quality control/chain of custody protocols related to delivery of genuine and authentic equipment, parts, and supplies.	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 • 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. 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.	*
66	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Participating Entities are not charged for standard shipping and handling as it is included in HP's product discounts. Participating Entities requesting expedited shipments may incur additional charges if allowed under an awarded contract.	*
67	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Participating Entities are not charged for shipping and handling in the 50 U.S. states, which include Alaska and Hawaii, as it is included in HP's product discounts. HP is responding based on State and Local Government and Education in the United States, excluding Canada or any offshore delivery.	*
68	Describe any unique distribution and/or delivery methods or options offered in your proposal.	HP has established efficient, high volume and economical freight programs with package and freight carriers including Fed Ex, UPS, and Expeditors. Customers may choose priority overnight delivery (before 10:30 a.m.), standard overnight delivery (before 3:00 p.m.), 2-day, and standard ground service. HP uses an automated route and rate system to calculate freight rates and select a carrier. The route and rate system uses the service level required (i.e., next day service, three day service) and the end point destination to select the most economical carrier for that level of service. HP also has experience in rollout and project driven procurement initiatives which often require logistics expertise, planning, and flexibility. HP's freight terms are F.O.B. Destination (Freight Prepaid and Add), so shipping and handling services include a guarantee that HP will replace any product lost or damaged during shipment. Customer Services is charged with initiating resolution to all such shipping and return issues within 24 hours of notification. All HP authorized Channel MPS Partners fulfill all orders through HP U.S. Authorized Distribution Partners. Partners will work with Participating Entities on available delivery options.	*

69	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	HP creates a master price file/catalog setup that includes the guaranteed discounts associated to the HP U.S. List price and the scope of products allowed under the contract tied to each part number available under each category for an awarded contract. During each setup, these price files are reviewed for accuracy by contract and pricing personnel as part of HP's contract compliance and pricing management business processes. These same reviews and approvals occur each time a product is added, or a modification is made. HP's price file/catalog of products is tied systematically to the HP U.S. List price and tied to the discounts that automatically pre-calculate the price file/catalog in accordance with the guaranteed discount reflected and flowed to the contract website, quoting and order management tools. The HP system that has the price file/catalog is randomly checked during the contract term for self-audit process. Participating Entities that want to self-audit at the time of quote can go to the contract site to access the contract-specific price list that HP will create which will include the HP U.S. List price to confirm their quote or invoice was at or below the contract net price. A Participating Entity can also reach out to the designated HP Primary Representative, who can either guide the Participating Entity through the process or complete it on their behalf with the designated details from the contract Price List for their reference.	*
70	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	HP internal metrics include tracking both quarterly and annual contract usage and revenue. Under a Fulfillment Subcontractor Program HP monitors partners/dealers success annually and contract compliance monthly. Typically, new contracts show an increase in usage after the first year due to contract awareness by Participating Entities through sales and marketing effort. A more accurate trend is seen the 2nd year. After that, year over year growth and Participating Entity usage is tracked to measure the contracts success over the term of the contract.	*
71	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Based on the RFP options, HP would respectfully request the lowest administrative fee offering or 1% of invoiced sales less credit/returns.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
72	The pricing offered is consistent with standard market pricing typically offered to individual municipalities, universities, or school districts.	HP's guaranteed discount for the catalog offering is based on overall cumulative contract volume annually. Additional cumulative discounts may be available once a contract reaches \$100M or more annually.	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *	
73	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	HP is responding based on A3 Copiers, A4 Multi-function Devices, Single-function Printers, Large/Wide Format devices, Scanners and Services (maintenance, managed cartridge billing and managed services). For Copiers (A3), HP's line of copiers provides users with ease of use, the same 8-inch color touchscreen control panel is featured across the entire portfolio of HP Enterprise devices. With FutureSmart 4, it is easy to update an entire fleet with changes to the user interface. FutureSmart 4 firmware helps make it easy to be more productive by creating a tablet-like interface keeping things simple and intuitive. Further, the HP Universal Print Driver is an industry-leading fleet driver solution that eliminates the need for separate print drivers and dramatically simplifies printing	

management.

The HP Web Jetadmin can help save time with its ability to auto-discover IP addresses of new devices, quickly and easily set up group policies and configure or change device network settings. Among other out of the box solutions only HP printers can detect, stop and self-heal from an attack. No other brand offers printers with embedded security features like runtime intrusion detection and HP Sure Start to automatically remove malware. HP warranty maintenance services provide Participating Entities extended and uplifted warranties beyond the standard one-year product warranty.

HP's A4 Multi-function Devices offer the highest level of security in the industry, which include security features that can detect security breaches before they occur, notify the user of abnormalities, and automatically reboot in the event of an attack or anomaly because we have the industry's only upgradable firmware (HP FutureSmart), with security enhancements protecting your investment for years to come. Supported by Web Jetadmin, this single solution enables management of a wide variety of networked and PC-connected devices. Web Jetadmin, along with HP FutureSmart firmware, offers continuity across the entire breadth of the enterprise portfolio. All are backed by our standard One-Year Limited Warranty with a variety of extended warranties available to cover products up to five years. Keypoint Intelligence recently announced HP as the winner of the coveted Buyers Lab (BLI) 2024 A4 Line of the Year Award (source: <https://keypointintelligence.com/view-award?region=&id=154281324436>). This award recognizes the vendor that has a hardware lineup deemed best overall based on rigorous lab testing and in-depth market research.

HP Printers offer the highest level of embedded security that can detect and self-heal from malware and because we have the industry's only upgradable firmware (HP FutureSmart), security enhancements and new features can be added over time protecting your investment for years to come, supported by Web Jetadmin. This single solution enables management of a wide variety of networked and PC-connected devices. Remotely install, configure, troubleshoot, and manage your devices. All are backed by our standard One-Year Limited Warranty with a variety of extended warranties available to cover products up to five years.

Large/Wide Format Printers offer the most versatile, efficient, and robust solutions. HP large-format printers offer the most secure large-format printers in the Industry. The newest models come equipped with industry-leading security features such as HP SecureBoot (protecting the device/bios), whitelisting (helping to prevent malicious code), and encrypted HDD (keeping the data secure). HP DesignJet and PageWide XL large-format printers are robust and reliable – many end-users are still printing with devices that are 5, 10, or even 15 years old. With routine maintenance in a standard office environment, HP large-format printers are capable of printing for many years. The most common warranty for an HP DesignJet printer is 1 year; additional coverage available for purchase up to 3 years.

HP's ScanJet scanner portfolio includes easy-to-use scanners that help manage documents and improve workflow. HP EveryPage technology gives the end-user confidence that documents are properly scanned every time. Choices include USB scanners, network scanners, and enterprise scanners with hardened security features like badge readers, real-time threat detection, and secure hard drives. All scanners include TWAIN and ISIS drivers, and HP Scan software for automating scanning tasks. HP scanners were designed for high usage and a long life and are easy to maintain by cleaning and replacing ADF rollers. Care Packs (extended warranties) are available to cover the products for up to five years and can include product exchange or on-site service.

HP Maintenance Services Solutions are a critical component of any printer. HP delivers solutions that extend clients' capabilities and enhance the value of their collaboration with us. HP's solution portfolio includes Mobile printing, Security, Workflow and Management. These solutions give Participating Entities a full range of software solutions to help optimize, manage, and save time and money. The HP Insights Solution Suite expands the ability to deliver best-of-breed, fully compatible software applications and other solutions that extend the capabilities of your workforce. The latest tools for efficient printer fleet management help reduce IT workload and cost, enhance employee productivity, and enable users to print securely.

HP Manage Print Services for the categories above. With over 20 years of MPS experience and leading the way as the #1 and #2 MPS market share globally. HP has provided the required information for both the technical and cost evaluation and is proud to offer a solution that will manage and provide the following features for both new and existing printers:

- Cost Per Page pricing that includes per segment speed and MPS additional cost options
- Detailed cost proposals with analytics for each customer showcasing cost savings
- Optimization efficiency plans
- Creating solutions for workflows to improve productivity

		• Training – HP provides both online and in person training • Account Management/business review – HP provides on a regular basis • Implementation strategies that include best practices recommendations • Reports that show the details on printer fleet include print trends such as over and underutilization, devices age, least reliable printer, service statistics, cost analysis HP requires authorized Channel MPS Partners to provide the above minimum requirements.	
74	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	HP is responding based on the following categories: A3 Copier, MFD/A4 Devices, Single-function Printers, Large/Wide Format, Scanners, and services; maintenance, cartridge managed billing and managed services, categories and subcategories can be found on the following attachments: • HP Attachment 17 – HP Discount Schedule for Sourcewell • HP Attachment 19 – HP Maintenance Pricing for Sourcewell • HP Attachment 20 – HP MPS Pricing for Sourcewell	*
75	Describe how your copiers, printers, and multi-function devices integrate with popular cloud storage services.	HP printers integrate with cloud storage services by enabling "Web Services" on the printer, which allows users to directly scan documents to their cloud storage accounts or print documents stored in the cloud directly from the printer control panel, often through dedicated apps on the printer or via the HP Smart app.	*
76	Describe what security features are integrated into your copiers, printers, and multi-function devices.	HP printers have several security features, including: • HP Connection Inspector: Monitors outbound connections and reboots the printer to remove malware if needed • HP Sure Start: Prevents malicious code from infecting the printer and automatically recovers the BIOS if malware is detected • Firmware whitelisting: Ensures that only HP-authentic code is loaded onto the printer's memory • HP Memory Shield: Monitors the printer's memory and execution flow for suspicious activity • TPM slot: Stores admin credentials, certificates, and encryption keys • HP FutureSmart Firmware: Upgradeable firmware that can incorporate new features • Code-signing: Validates that the firmware is authentic HP code • Hardware root of trust (Secure Boot): Validates the integrity of the HP code when the printer restarts • Run-time Code Integrity: Protects any alteration of the HP firmware code in memory Participating Entities can also configure a printer's security settings by clicking the Security tab, selecting General Security, and entering a password.	*

Table 8B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Subcategory (e.g., laser, inkjet, high speed, low volume) *	Offered *	Number of Models Proposed *	Device Capabilities (e.g., mobile, desktop, production) *	Comments	
77	Copiers	HP is providing HP-branded Copiers/A3 products that include LaserJet.	☒ Yes ☐ No	HP is providing a catalog of products available to Sourcwell. Please refer to HP Attachment 18.	A3 and Desktop Copiers	HP is providing HP-branded Copiers/A3 products for purchase with maintenance services, managed cartridge billing or managed print services through a Statement of Work (SOW).	*
78	Printers	HP is providing HP-branded Printers that include DesignJet, LaserJet, InkJet with a variety of speeds and volume.	☒ Yes ☐ No	HP is providing a catalog of products available to Sourcwell. Please refer to HP Attachment 18.	Large Format and Desktop	HP is providing HP-branded Printers for purchase with maintenance services, managed cartridge billing or managed print services through a Statement of Work (SOW).	*
79	Scanners	HP is providing HP-branded Scanner products that include ScanJets.	☒ Yes ☐ No	HP is providing a catalog of products available to Sourcwell. Please refer to HP Attachment 18.	Desktop/Flatbed and sheet-fed	HP is providing HP-branded Scanner products for purchase with HP Care Pack services which are extended warranties and support plans for the devices.	*
80	Multi-Function Devices	HP is providing HP-branded Multi-function Devices that include All-in-Ones, LaserJet, InkJet.	☒ Yes ☐ No	HP is providing a catalog of products available to Sourcwell. Please refer to HP Attachment 18.	Floor-standing MFDs and Desktop MFDs	HP is providing HP-branded Multi-function Devices for purchase with maintenance services, managed cartridge billing or managed print services through a Statement of Work (SOW).	*

Table 8C: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Subcategory	Offered *	Comments	
81	Hardware, software, and accessories, to the extent that they are complementary and directly related to the devices specified in 76 through 80.		☒ Yes ☐ No	HP is providing related hardware, software supplies, consumables and related accessories for purchase or lease, or through managed services as outlined in our response.	*
82	Services related to the solutions described in 76 through 81:		☒ Yes ☐ No	HP is providing maintenance services and managed cartridge billing service options through an SOW as outlined above for the product categories.	*
83		Managed Print Services (MPS)	☒ Yes ☐ No	HP is providing MPS solutions through an SOW.	*
84		Access and/or security controls	☒ Yes ☐ No	HP Enterprise devices provide access and security settings controls within the Device Embedded Web Server (EWS). HP also has a no charge management tool, HP Web Jet Admin, which allows for remote configuration of security and access control settings on the devices.	*
85		Networking	☒ Yes ☐ No	HP Devices have standard built-in GIGABIT 10/100/1000T Ethernet. They support network operating systems including Windows Server, Linux, Citrix, and Novell.	*
86		Installation	☒ Yes ☐ No	HP provides Installation services to the end-customer through care pack services and also through individual Statements of Work.	*
87		Monitoring and/or testing	☒ Yes ☐ No	HP devices go through rigorous drop, and durability tests that meet ISO standards. Temperature, audio, and additional environmental testing is performed on all models and results are provided in device datasheets. Utilizing HP Web JetAdmin Fleet monitoring capabilities, it is possible to monitor the following: • Real-time group filters (error, warning, etc.) • Test network connection within application • Interactive device status page • Remote sending: – test pages – power cycle and reset factory defaults – send data to HP support for resolution • Supplies/consumables monitoring: – real-time supplies information – consumables trends/replacement schedule – automated consumables ordering – “green” reports (duplex usage, etc.)	*
88		Maintenance and/or repair	☒ Yes ☐ No	HP is providing maintenance services and repair through care pack services (extended warranty) or through a Statement of Work.	*
89		Warranty program	☒ Yes ☐ No	HP's warranty program provides the end-customer express limited warranty rights for a duration specific to products purchased.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Pricing_HP Inc.zip - Monday November 18, 2024 15:44:01
 - [Financial Strength and Stability](#) - Financial Strength and Stability_HP Inc.zip - Monday November 18, 2024 15:51:38
 - Marketing Plan/Samples (optional)
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - Standard Transaction Document Samples_HP Inc.zip - Monday November 18, 2024 15:42:24
 - [Requested Exceptions](#) - RFP_112124_Copiers_Printers_MFDs_Master_Agreement_HP Redlines 11.18.24.docx - Monday November 18, 2024 15:46:05
 - [Upload Additional Document](#) - Additional Documents_HP Inc.zip - Monday November 18, 2024 15:53:24

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Deborah Kaiser, Contract Specialist, HP Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Copiers_Printers_MFDs_RFP112124 Wed November 13 2024 04:31 PM	☒	2
Addendum_6_Copiers_Printers_MFDs_RFP112124 Mon November 11 2024 04:01 PM	☒	2
Addendum_5_Copiers_Printers_MFDs_RFP112124 Wed November 6 2024 02:34 PM	☒	1
Addendum_4_Copiers_Printers_MFDs_RPF112124 Fri October 25 2024 07:52 AM	☒	2
Addendum_3_Copiers_Printers_MFDs_RPF112124 Wed October 23 2024 02:19 PM	☒	1
Addendum_2_Copiers_Printers_MFDs_RPF112124 Thu October 17 2024 12:47 PM	☒	3
Addendum_1_Copiers_Printers_MFDs_RPF112124 Wed October 16 2024 08:33 AM	☒	1

RIDER E: DEBARMENT, PERFORMANCE, AND NON-COLLUSION CERTIFICATION

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this contract:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. Have not within three years been convicted of or had a civil judgment rendered against them for:*
 - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract;*
 - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
 - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
 - iv. have not within a three (3) year period preceding this contract had one or more federal, state or local government transactions terminated for cause or default.*

Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person also contracting for the same materials, supplies, equipment, or services and this contract is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive contracting is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

To the best of my knowledge all information provided, both programmatic and financial, is complete and accurate at the time of signature.

Name: Colleen Lively	Title: Contract Specialist
Authorized Signature:	Date:

RIDER F: IDENTIFICATION OF COUNTRY IN WHICH CONTRACTED WORK WILL BE PERFORMED

Please identify the country in which the services purchased through this contract will be performed:

☒ **United States. Please identify state: Maine**

☐ **Other. Please identify country: Enter Country**

Notification of Changes to the Information:

The Provider agrees to notify the Office of State Procurement Services of any changes to the information provided above.



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
OFFICE OF INFORMATION TECHNOLOGY (OIT)

ATTACHMENT A: CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

RFP / CONTRACT #:

THIS AGREEMENT is hereby executed between the State of Maine ("State"), acting by and through the Maine Office of Information Technology ("OIT") and [insert Vendor's legal name] having a principal place of business at [insert Vendor's legal address] ("Vendor"), in relation to services and/or products to be provided by the vendor pursuant to [insert Contract No.] ("Contract") as of _____, ("Effective Date").

1. Definitions

A. Authorized Person

"Authorized Person" is defined as a person authorized by OIT as having a need to receive, possess, store, access, view and/or use Confidential Information for an Authorized Use.

B. Authorized Use

"Authorized Use" is defined as the use of Confidential Information by the Vendor or Authorized Persons, solely for the purpose of performing the Contract. Disclosure, display, use, duplication, storage or transmittal of Confidential Information, in any form, for any purpose other than that set forth in the Contract, including extrapolation or retention of summary information, data or business processes, even if without specific identifiers, shall be deemed an "unauthorized use."

C. Confidential Information

"Confidential Information" shall mean any information that OIT or the State, regardless of form or medium of disclosure (e.g., verbal, observed, hard copy, or electronic) or source of information (e.g., OIT, other state agencies, state employees, electronic systems, or third-party contractors) provides to Vendor, or which Vendor obtains, discovers, derives or otherwise becomes aware of as a result of Vendor's performance of the Contract. It includes any sensitive information that may be protected from disclosure pursuant to a federal or state statutory or regulatory scheme intended to protect that information, or pursuant to an order, resolution or determination of a court or administrative board or other administrative body. In addition, information concerning OIT's information technology infrastructure, systems and software and procedures will be considered Confidential Information. It also includes a Vendor's Service Organization Control audit report (SOC 2 Type 2) when submitted upon request to OIT and labeled as confidential.

Confidential Information shall not include information which the Vendor can clearly demonstrate to OIT's reasonable satisfaction is:

- (a) information that is previously rightfully known to the Vendor on a non-confidential basis without restriction on disclosure;
- (b) information that is or becomes, from no act or failure to act on the part of the Vendor, generally known in the relevant industry or in the public domain; and
- (c) information that is independently developed by Vendor without the use of Confidential Information.



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At all times the State shall be the owner of any and all Confidential Information.

D. Services

“Services” is defined as the services to be performed by the Vendor in connection with the operation or management of the Contract.

E. Vendor

“Vendor” is defined to include the Vendor and the Vendor’s respective employees, agents and subcontractors assigned by Vendor and approved by the State to perform obligations under the Contract (all of the foregoing collectively referred to as “Representatives”).

2. Duty to Protect Confidential Information; Reporting Requirements

In consideration for the ability to perform the Services, the Vendor shall hold all Confidential Information in confidence and protect that Confidential Information with the same standard of care required to keep its own similar information confidential. The Vendor must abide by all commercially reasonable administrative, physical, and technical standards for maintaining this information confidential, which must be in accordance with standards established by the National Institute of Standards and Technology (“NIST”). In addition, the Vendor must safeguard all Confidential Information from unauthorized access, loss, theft, destruction, and the like. The Vendor may not, without prior consent from OIT, disclose any Confidential Information to any person for any reason at any time; provided, however it is understood that the Vendor may disclose Confidential Information to its Representatives and its business, financial and legal advisors who require the Confidential Information for the purpose of evaluating or performing the Services on the condition that, prior to such disclosure, the Representatives and advisers have been advised of the confidential and non-public nature of the Confidential Information and are subject to a written confidentiality agreement that contains restrictions and safeguards at least as restrictive as those contained in this Agreement. The Vendor shall be responsible for any breach of this Agreement by any of the Vendor’s Representatives or advisors.

The Vendor shall promptly report any activities by any individual or entity that the Vendor suspects may compromise the availability, integrity, security, or privacy of any Confidential Information. The Vendor shall notify OIT immediately upon becoming aware that Confidential Information is in the possession of, or has been disclosed to, an unauthorized person or entity.

3. Discovery and Notification of Breach of Confidential Information

In addition to the requirements set forth in any applicable Business Associate Agreement as may be attached to this Contract, in the event of a breach of security or suspected security incident, intrusion, unauthorized use or disclosure involving Confidential Information, the Vendor shall notify OIT by telephone call (207-624-7700) and email to the OIT information security team (Security.Infrastructure@maine.gov) within the following timeframes:

- A. Upon the discovery of a breach of security or suspected security incident involving Confidential Information in electronic, or any other medium if the information was, or is reasonably believed to have been, acquired by an unauthorized person; or
- B. Within twenty-four (24) hours of the discovery of any suspected security incident, intrusion, unauthorized use or disclosure of Confidential Information in violation of this Agreement, or



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potential loss of Confidential Information affecting this Agreement.

Notification shall also be provided to the OIT Contract Manager and the OIT Information Security Officer. The Vendor shall provide a written report of all information known at the time. The Vendor shall take:

- A. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
- B. Any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

4. Written Report

In addition to the report required above, the Vendor shall provide a written report of the investigation to the OIT Chief Information Security Officer within ten (10) working days of the discovery of the breach of security or suspected security incident, or unauthorized use or disclosure involving Confidential Information. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

5. Notification to individuals.

The Vendor shall notify individuals of the breach or unauthorized use or disclosure of Confidential Information when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. Any notification provided must first be approved by the OIT Chief Information Security Officer, who shall approve the time, manner and content of any such notifications prior to their release.

6. Use Restriction

Vendor shall not receive, possess, store, access, view and/or use Confidential Information for any purpose other than an Authorized Use. Vendor shall not permit unauthorized persons or entities to gain access to Confidential Information and shall not divulge methods of accessing Confidential Information to unauthorized persons.

7. Security Obligations

The Vendor agrees to comply with the following security obligations as well as any other such obligations specified in the contract, including requirements set forth in any applicable Business Associate Agreement as may be attached to this Contract, or conveyed to him/her during the course of the Agreement. The Vendor agrees to comply with the following security obligations:

- A. Implement administrative, physical and technical safeguards in accordance with NIST standards that reasonably and appropriately protect the confidentiality, integrity and availability of any Confidential Information that is created, received, maintained, used, possessed, stored, accessed, viewed and/or transmitted on behalf of OIT or through OIT or any agency, instrumentality or political subdivision of the State of Maine Government;
- B. Unless otherwise authorized by OIT, Confidential Information may NOT be stored on personal (non-State) computing or other electronic or mobile storage devices or taken or removed in any form from OIT or the State;
- C. Vendor shall comply with all applicable federal and state laws governing confidentiality and/or privacy of information;
- D. Vendor shall comply with all applicable OIT policies and procedures including but not limited



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- to those that provide for accessing, protecting, and preserving State assets;
- E. Access to any and all Confidential Information will be limited to only those authorized persons who need the Information to perform the services required under the Contract;
- F. Obtain fingerprint-based criminal history record checks for all Vendor's employees, agents and subcontractors when requested by OIT pursuant to federal and state statutory and regulatory directives, at the expense of the Vendor;
- G. Vendor shall instruct all personnel having access to Confidential Information about the confidential nature of the Information, the safeguards required to protect the Information, and the sanctions specified in federal and state law for unauthorized disclosure of said Information; and
- H. Vendor shall use only those access rights granted by OIT.

8. Certification by Vendor of Return of Confidential Information, Electronic Information and Tangible Property

Promptly following the written request of OIT, and immediately upon termination of the Services, the Vendor shall return all Confidential Information stored in any format to OIT, or destroy any Confidential Information that Vendor possesses in a format that cannot be returned. Further, Vendor agrees to submit to OIT on Vendor's letterhead a "CERTIFICATION OF RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION, ELECTRONIC INFORMATION, AND TANGIBLE PROPERTY" certifying that all copies of Confidential Information, electronic property and tangible property belonging to the State or OIT have been returned, or if necessary, destroyed using the form provided in Appendix A.

9. Termination

Vendor's Authorized Use of Confidential Information shall terminate automatically upon: (a) breach of this Agreement as determined solely by OIT, (b) completion or termination of Vendor's Services, or, (c) termination of Vendor's Contract, whichever occurs first. Vendor's indemnification, confidentiality, and related assurances and obligations hereunder shall survive termination of the Agreement.

10. Compliance

If Vendor breaches or threatens to breach this Agreement, the State shall have all equitable and legal rights (including the right to obtain injunctive relief and specific performance) to prevent such breach and/or to be fully compensated (including litigation costs and reasonable attorney's fees) for losses or damages resulting from such breach. Vendor acknowledges that compensation for damages may not be sufficient and that injunctive relief to prevent or limit any breach of confidentiality may be the only viable remedy to fully protect the Confidential Information. Vendor shall hold OIT harmless from, and indemnify OIT for any claims, losses, expenses and/or damages arising out of the unauthorized disclosure by the Vendor, its Representatives, or third party partners, of Confidential Information or other unauthorized use of the Confidential Information, including but not limited to, paying the State any costs of enforcing this Agreement, securing appropriate corrective action, returning Information furnished hereunder, as well as any other costs reasonably incurred by the State in enforcing the terms of this Agreement.

11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Maine. The place of this Agreement, its situs and forum, shall be Kennebec County, Maine, where



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all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation, and enforcement shall be determined. Vendor agrees and submits, solely for matters relating to this Agreement, to the jurisdiction of the courts of the State of Maine, and stipulates that the State Courts in Kennebec County shall be the proper venue for all matters. If any provision of the Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the other provisions shall remain in full force and effect.

12. Entire Agreement

This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed hereunder and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives effective as of the Effective Date set forth above.

Hewlett Packard, Inc:

By: _____

Printed: _____

Title: _____

Date: _____

State of Maine /Office of Information Technology:

By: _____

Printed: Charles X. Rote _____

Title: Chief Information Security Officer

Date: _____

APPENDIX A TO CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

**CERTIFICATION OF RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION,
ELECTRONIC INFORMATION, AND TANGIBLE PROPERTY BY VENDOR PURSUANT TO
VENDOR CONFIDENTIALITY & NONDISCLOSURE AGREEMENT DATED _**

Pursuant to the Vendor Confidentiality and Non-Disclosure Agreement between the State of Maine, acting by and through the Office of Information Technology ("OIT") and _____ ("Vendor") dated _____, Vendor acknowledges his/her responsibility to return or destroy all Confidential Information upon termination of the Vendor's services to OIT. This document certifies that all copies of Confidential Information, electronic property and tangible property belonging to the State of Maine or OIT have been returned, or if necessary, destroyed, as described below:

Description of *returned* Confidential Information, electronic information or tangible property:

Description of *destroyed* Confidential Information, electronic information or tangible property:

Vendor Signature

Vendor Name

Date

ATTACHMENT B: PRICE SHEET

<https://h20429.www2.hp.com/HP2B/mn/SourcewellPriceList.zip>