

Solicitation Number: RFP #030321

#### **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and HP Inc., 1501 Page Mill Road, Palo Alto, CA 94304 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories, and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts in the United States (Participating Entities).

#### 1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires April 19, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

# 2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

All Vendor-branded hardware products are covered by Vendor'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 Vendor installation or (where Customer delays Vendor installation) at the latest 30 days from the date of delivery. Non-Vendor branded products receive warranty coverage as provided by the relevant third-party supplier. When Vendor receives a valid warranty claim for a Vendor hardware or software product Vendor will either repair the relevant defect or replace the product. If Vendor is unable to complete the repair or replace the product within a reasonable time, the Participating Entity will be entitled to a full refund upon the prompt return of the product to Vendor (if hardware) or upon written confirmation by the Partcipating Entity that the relevant software product has been destroyed or permanently disabled. Vendor will pay for shipment of repaired or replaced products to the Participating Entity and the Participating Entity will be responsible for return shipment of the product to Vendor.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

#### 3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services, if applicable, must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time of 30 days from invoice date at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time of 30 days after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery and will be considered accepted on the 31<sup>st</sup> day.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

- B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid taxexemption certification(s). When ordering, a Participating Entity must indicate if it is a taxexempt entity.
- C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### 4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

# 5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in

a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

#### 6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

- B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.
- C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.
- D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:
  - 1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
  - 2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or

3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity, and such breach continues after an opportunity to cure.

In the event of such termination, Vendor will be paid for work performed or products(s) delivered before termination

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

# 7. CUSTOMER SERVICE

- A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:
  - Maintenance and management of this Contract;
  - Timely response to all Sourcewell and Participating Entity inquiries; and
  - Business reviews to Sourcewell and Participating Entities, if applicable.
- B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

#### 8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and

• Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for one percent (1%) multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract, less credit/returns, during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

# 9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

# 10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

- B. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.
- C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.
- D. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.
- E. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.
- F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

#### 11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, resulting from personal injury (including death), property damage, or intellectual property infringement, including attorneys' fees, arising out of the performance of this Contract by the Vendor 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 the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

Vendor is not liable for lost revenues or profits, downtime costs, loss or damage to data, or indirect, special, or consequential costs or damages.

#### 12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor will notify Sourcewell in a reasonable timeframe. Vendor will comply with any court order including timeframe.

# 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

#### A. INTELLECTUAL PROPERTY

- 1. *Grant of License*. During the term of this Contract:
  - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
  - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
- 2. Limited Right of Sublicense. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
- 3. Use; Quality Control.
  - a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
  - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
  - c. 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. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
- 4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
- 5. Termination. Upon the termination of this Contract 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 vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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- B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.
- C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.
- D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

# 14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default in performing an obligation under this Contract caused by acts of God or other conditions that are beyond that party's reasonable control to include: accidents, riots, war, terrorist act, epidemic, pandemic, natural catastrophes, governmental acts, civil commotion, changes in laws or regulations, and generalized lack of availability of materials. A party defaulting under this provision must provide the other party prompt written notice of the default.

# **16. SEVERABILITY**

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

# 17. PERFORMANCE, DEFAULT, AND REMEDIES

- A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:
  - 1. *Notification*. The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary,

Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

- 2. *Escalation*. If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
- 3. Performance while Dispute is Pending. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.
- B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:
  - 1. Nonperformance of contractual requirements, or
  - 2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

#### **18. INSURANCE**

- A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" (or equivalent) rating of A- or better, with coverage and limits of insurance not less than the following:
  - 1. Workers' Compensation and Employer's Liability.

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. Commercial General Liability Insurance. Vendor 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 including construction defect, 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 Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage \$1,000,000 Personal and Advertising Injury \$2,000,000 aggregate for Products-Completed operations \$2,000,000 general aggregate

3. Commercial Automobile Liability Insurance. During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. Network Security and Privacy Liability Insurance. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. 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 sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

- C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. 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. Vendor 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 Contract or other insurance applicable to the Vendor 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 Vendor or its subcontractors. Where permitted by law, Vendor 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 Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

#### 19. COMPLIANCE

- A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.
- B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

# 20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor 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 the Canadian 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 Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

# 21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract 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 also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

- A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts 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.
- B. 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. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

- C. 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 or 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 Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.
- D. 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

- E. 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). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.
- F. 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. Vendor 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.
- G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors 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. Vendors 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. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor 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.
- I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor 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.

- J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor 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.
- K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.
- L. 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.

#### 22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

\*\*\* Signature page follows \*\*\*

Sourcewell

Docusigned by:

Jeveny Schwartz

COFD2A139D06489...

Jeremy Schwartz

Title: Chief Procurement Officer

4/19/2021 | 9:51 AM CDT Date:

Approved:

Chad Coamtle

**Chad Coauette** 

By: 7E42B8F817A64CC...

Title: Executive Director/CEO

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

HP Inc.

Deboral Easer
88604C9EAC39453...

Deborah Kaiser

Title: Contract Administrator

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

# RFP 030321 - Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories, and Services

#### **Vendor Details**

Company Name: HP Inc

1501 Page Mill Road

Address:
Palo Alto, CA 94304

Contact: Deborah Kaiser

Email: Deborah.Kaiser@hp.com

Phone: 281-927-8498 HST#: 941081436

# **Submission Details**

 Created On:
 Tuesday January 12, 2021 10:38:29

 Submitted On:
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Submitted By: Deborah Kaiser

Email: Deborah.Kaiser@hp.com

Transaction #: a03ed7e9-d62b-44eb-96bb-fb978c4c00fb

Submitter's IP Address: 73.77.38.54

# **Specifications**

# Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	HP Inc.	*
2	Proposer Address:	1501 Page Mill Road, Palo Alto, CA 94304	*
3	Proposer website address:	The HP corporate website is http://www.hp.com.	*
4	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 and, in the event of award, will be expected to execute the resulting contract):	Deborah Kaiser Contract Administrator 10300 Energy Drive Bldg 2, 4th Floor Spring, TX 77389 Deborah.Kaiser@hp.com 281-927-8498	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Debra Lee Director, Contract Sales Management 10400 Energy Drive Spring, Texas 77389 Debra.lee@hp.com 847-537-0344	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	The backup for the Primary contact is:  Elizabeth Leach  Contract Sales Manager  10400 Energy Drive  Spring, Texas 77389  Elizabeth.Leach@hp.com  501-849-4740	

# **Table 2: Company Information and Financial Strength**

Line Item	Question	Response *	

Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.

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. Much like our drive to reinvent, these values have stood the test of time.

- We value a high degree of enthusiasm, agility, and ownership because these
  entrepreneurial qualities help grow our business. We push boundaries to make great
  products and services, grounded in our longstanding tradition of quality, and take
  them to market, always with uncompromising integrity.
- We trust and respect each other because we highly regard what each individual contributes to the company. We achieve our best results through teamwork because we can better deliver on our commitments, grow our people, and magnify our contributions by working together.
- We drive meaningful innovation—the kind that has a positive impact on the world.
   While that requires us to think ahead and build for the future, our focus on customers, partners, and the communities we serve drives us to deliver the value they need to succeed, here and now.

HP's Philosophy-Keep Reinventing

HP's strategy focuses on leveraging our existing portfolio of products and services to meet the demands of a continually changing technological landscape and to offset certain areas of industry decline. To successfully execute this strategy, HP must:

- · emphasize aspects of our core business where demand remains strong
- identify and capitalize on natural growth areas
- innovate and develop new products and services to expand beyond existing technology categories and adapt to new and changing marketplaces for our products Personal Systems With personal systems, HP's strategic focus is on profitable growth through market segmentation for enhanced innovation in multi-operating systems, multi-architecture, geography, customer segments, and other key attributes. HP is investing in endpoint services and solutions. Emphasis is also on services such as DaaS as the market begins a shift to contractual solutions. HP is well-positioned with a competitive product lineup.

Printing – In printing, the strategic focus is on Contractual solutions and Graphics, as well as expanding our footprint in the 3D printing and digital manufacturing marketplace. Contractual solutions continue to focus on Managed Print Services and Instant Ink, while Graphics emphasizes innovations in our Indigo and Latex product offerings.

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.

8	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.	*
9	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.	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 Inc. 2020 Form 10-k for detailed financial information.	*
10	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.	*
11	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.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	HP has never been and is not currently involved in bankruptcy or insolvency proceedings related to HP.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.  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 7,500 HP-authorized partners/dealers selected to represent an awarded contract. HP provides the authorized partners/dealers training that will qualify them to meet specific criteria for authorization. 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 networking programs available under an awarded contract based on Sourcewell approval is outlined below.  HP Reseller Agent Program:  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 and Maintenance Services Program:  The Participating Entity's purchase order is issued to the authorized partner/dealer  The Partner/dealer assists with similar sales and Participating Entity's satisfaction related support, but also fulfills the product, manages the order, invoices the Participating Entity, manages the delivery process on behalf of HP, and performs authorized services for preventative and warranty break/fix.	*
14	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.	one of the authorized partner/dealers which include local-, small-, minority-, women-, and veteran-owned businesses as authorized under an awarded contract.  As of the end of 2019, 21 facilities (including all HP manufacturing sites) were certified to ISO 14001 (the most recent version), with 17 as part of our global ISO 14001 certificate. As of the end of 2019, seven facilities (including 29% of HP manufacturing sites) were certified to ISO 45001/OHSAS 18001 for occupational health and safety.  As of 2019, 18 sites had achieved LEED certification or local equivalent; two locations had achieved SITES certification, and one site had achieved TRUE certification. All new build-outs 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. Link to the (ISO) 14001 certificate at: https://h20195.www2.hp.com/V2/GetDocument.aspx?docname=c04777932. HP partners/dealers are required to obtain an HP certificate of authorization to resell HP products and to provide services under the contract.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	HP has not been suspended or debarred in the last ten (10) years.	*

**Table 3: Industry Recognition & Marketplace Success** 

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	HP's market leadership spans commercial and consumer solution areas. With a No. 1 or No. 2 market share ranking in many key IT product categories, HP holds a formidable competitive position that is unmatched in the industry. In addition to HP's No. 1 or No. 2 market share rankings, HP Support is Certified as Rated Outstanding by Technology Services Industry Association (source: https://www.tsia.com/certifications-and-awards/tsia-certified-companies). HP meets the highest industry support standards and is focused on customers. Customers can rely on HP to deliver superior technical customer support effectively through multiple delivery channels: phone, email, chat, and onsite support. To receive this TSIA certification, HP participated in a rigorous onsite audit process that evaluated over 200 best practices for delivering industry-leading customer support. The comprehensive audit process was developed by over 50 leading technology companies. 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/newsroom/press-releases/2020-05-20-gartner-announces-rankings-of-the-2020-supply-chain-top-25) #10 on Management Top 250 from the Wall Street Journal and the Drucker Institute (source: https://www.drucker.institute/2020-drucker-institute-company-ranking/) Silver Edison Award in the Materials Science and Engineering category from the Edison Awards (source: https://edisonawards.com/winners2020.php) Silver Edison Award in the Medical/Dental category from the Edison Awards (source: https://edisonawards.com/winners2020.php)
		Experience and Quality-related Awards:  • #9 in the Tech Industry in the Brand Intimacy Study from MBLM (source: https://mblm.com/lab/ranking-tool/)  • World's Most Ethical Companies list from Ethisphere (source: https://www.worldsmostethicalcompanies.com/honorees/)  • STAR Award in the Innovation in Expand Selling category from the Technology & Services Industry Association (source: https://www.tsia.com/certifications-and-awards/star-awards/tsia-star-award-winners)  • Corporate Social Responsibility Award from the ITI Industry Awards Program (source: https://www.itic.org/news-events/news-releases/iti-names-five-technology-leaders-in-its-first-annual-industry-awards-program)  • #2 on the KnowTheChain 2020 Information Communications and Technology (ICT) Benchmark (source: https://knowthechain.org/wp-content/uploads/2020_KTC_ICT_Scorecard_HP.pdf)
		Product, Sustainability and Workplace Awards:  America's Most Responsible Companies list (source publication: Newsweek Magazine)  Best Workplaces for Innovators (source publication: Fast Company)  Best Workplaces in Technology (source publication: Fortune Magazine)  CDP Climate Change A List; Forest A List; Water Security; A List (source publication: CDP)  The 100 Most Sustainable Companies List (Top 10 since 2017!) (source publication: Barron's)  Most Innovative Companies (source publication: Boston Consulting Group)  Ranked in the Top 3 among ICT Companies (source publication: Corporate Human Rights Benchmark)  Management Top 250 – HP was in the Top 10 in 2020! –based on an assessment of customer satisfaction, employee engagement and development, innovation, social responsibility, and financial strength (source publication: Wall Street Journal and Drucker Institute)  BLI Pacesetter Healthcare Award (source publication: Keypoint Intelligence)  World's Best Employers List (source publication: Forbes Magazine)  World's Most Sustainably Managed Companies List (source publication: The Wall Street Journal)  Foesign Award 2020 – For 12 products (7 Commercial, 5 Consumer) (source publication: International Forum Design GmbH)
		Managed Print Services Awards:  • HP remains a leader in Quocirca's evaluation of the MPS market (source: 6 Quocirca, Managed Print Services Landscape, 2019; Louella Fernandes, December 2019)  • HP retained leadership in Quocirca's evaluation due to its broad range of products, services, solutions and partnerships that address the security requirements of businesses of all sizes (source: Quocirca Print Security Landscape, 2019, Louella Fernandes, February 2019)

		HP is a leader in IDC's MarketScape for print and document security solutions and services worldwide (source: IDC MarketScape: Worldwide Security Solutions and Services Hardcopy 2019-2020 Vendor Assessment (#US44811119), December 2019)     HP named a leader in IDC MarketScape Contractual Print and Document Services Vendor Assessment (source: IDC MarketScape: Worldwide Security Solutions and Services Hardcopy 2019-2020 Vendor Assessment (#US44811119), December 2019)	
17	What percentage of your sales are to the governmental sector in the past three years	As seen in HP Attachment 2 – HP Inc. 2020 Form 10-k, an estimated \$20 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: 2019:  • Personal Systems: \$38,694  • Printing: \$20,006  • Total Worldwide Net Revenue: \$58,756 2018:  • Personal Systems: \$37,661  • Printing: \$20,805  • Total Worldwide Net Revenue: \$58,472 2017:  • Personal Systems: \$33,374  • Printing: \$18,801  • Worldwide Net Revenue: \$52,056 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.	
18	What percentage of your sales are to the education sector in the past three years	As seen in HP Attachment 2 – HP Inc. 2020 Form 10-k, an estimated \$20 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: 2019:  • Personal Systems: \$38,694  • Printing: \$20,006  • Total Worldwide Net Revenue: \$58,756 2018:  • Personal Systems: \$37,661  • Printing: \$20,805  • Total Worldwide Net Revenue: \$58,472 2017:  • Personal Systems: \$33,374  • Printing: \$18,801  • Worldwide Net Revenue: \$52,056 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.	*

19	List any state, provincial, or cooperative purchasing contracts 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 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 Copier & MPS  NASPO ValuePoint Computer  OMNIA Partners (previously National IPA) Technology  OMNIA Partners Previously National IPA) MPS  PEPPM MPS  Midwest Higher Education Compact (MHEC) Technology  GSA Schedule 70 Cooperative  GSA Schedule 36 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 Georgia  State of Illinois  Commonwealth of Mass ITC47  State of North Carolina  State of North Carolina  State of North Carolina  Commonwealth of Pennsylvania PC & MFD  State of Texas DIR  Commonwealth of Virginia PC & MFD	*
20	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 contracts:  • GSA Schedule 70  • GSA Schedule 36  Therefore, this information is not included, but may be requested directly from the GSA Procurement official.	*

# Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Silver Valley Unified School District	Robert Saffel	760-254-1350	*
Black Hills State University	Fred Nelson	605-642-6580	*
Northern State University	Debbi Bumpous	605-626-3394	*

# **Table 5: Top Five Government or Education Customers**

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Silver Valley Unified School District	Education	California - CA	MPS, A4 and Large Format	Approximately 2,000 units	\$200,000	*
Black Hills State University	Education	South Dakota - SD	Managed Print Services	Approximately 4,000 units	\$400,000	*
Northern State University	Education	South Dakota - SD	Managed Print Services	Approximately 1,000 units	\$100,000	*
Lubbock ISD	Education	Texas - TX	Managed Print Services hardware and services	Total of 657 - Included PageWide A3 ColorSave Qty. 250, Qty 7 A3 Laser, Qty 70 A4 PW, Qty 330 A4 Laser	\$4M Total Contract Value	*
Utica College	Education	New York - NY	Managed Print Services Maintenance-as-is Contract	Approximately 2,000 units over 36 Months	\$114,000	*

# Table 6: Ability to Sell and Deliver Service

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	Question	Response *
ltem 23	Question  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.  For more than ten (10) years, HP Inc. (formerly Hewlett-Packard Company) has had a successful relationship and contract with the TCPN, National IPA, and now OMNIA Partners and its members – providing quality goods and services to eligible members. HP has also held other cooperative contracts with NASPO ValuePoint
		(formerly WSCA-NASPO) since 1999, GSA Schedule 70 for over 20 years, Midwestern Higher Education Compact (MHEC) since 2015, and MHEC participating under the WSCA-NASPO cooperative from 2009 to 2015. This shows our continued performance and ability to deliver product and services to supporting Participating Entities utilizing a nationwide cooperative purchasing vehicle.  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.  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 7,500 HP-authorized partners/dealers located in every state across the U.S. in
		support of State and Local Government and Education business  Over 3,000 authorized reseller agents available located throughout the U.S. supporting State and Local Government and Education in the U.S.  To (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 Inc. has approximately 55,000 employees worldwide, including our subsidiary employees. 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: 520     Business Planning: 619     Corporate Administration: 63     Engineering: 3,924     Engineering Services: 330     Finance: 1,379
		<ul> <li>General Management: 29</li> <li>Human Resources: 274</li> <li>Information Technology: 474</li> <li>Learning and Development: 57</li> <li>Legal: 138</li> <li>Marketing: 1,163</li> </ul>
		<ul> <li>Public Affairs and Communications: 14</li> <li>Quality: 120</li> <li>Sales: 2,476</li> <li>Sales Operations: 1,070</li> <li>Services: 3,942</li> <li>Supply Chain and Operations: 1,682</li> </ul>
		Technical: 172     Grand Total: 18,446     Note: These counts are as of March 30, 2020. Counts and job classifications are subject to change.

		The following is a list of HP sales and/or service support offices in the U.S.: California:  • 1501 Page Mill Road, Palo Alto, CA 94304 (Headquarters)  • 16399 West Bernardo Drive, San Diego, CA 92127 Colorado:  • 3390 East Harmony Road, Fort Collins, CO 80528 Georgia:  • 5555 Windward Parkway, Level 2, Alpharetta, GA 30004 Idaho:  • 11311 Chinden Boulevard, Boise, ID 83714 New Mexico:  • 2351 HP Way Northeast, Rio Rancho, NM 87144 New York:  • 11 East 26th Street, 11th Floor, New York, NY 10010 Oregon:  • 1070 NE Circle Boulevard, Corvallis, OR 97330 Texas:  • 10300 Energy Drive, Spring, TX 77389 Washington:  • 1115 SE 164th Avenue, Suite 210 (VCS), Vancouver, WA 98683  • 1201 SE Tech Center Drive, Bldg. VAA01 & VAA02, Vancouver, WA 98683
24	Dealer network or other distribution methods.	Deployments can vary agency to agency since Participating Entities may purchase from HP directly or through an HP-authorized partner/dealer (fulfillment subcontractor and Service provider). HP utilizes the major distributors with major locations in the U.S. with over 7,500 HP-authorized partners/dealers located in every state throughout the U.S. Utilizing our Public Sector Partner network, these partners would be specific to State and Local Government and Education, while some may also support Commercial accounts.
25	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.
26	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. This single point of contact has a goal to achieve 100% customer satisfaction throughout the term with the exception of items impacted by the pandemic.  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 CSR order entry: 4 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 arequested or as part of regularly scheduled open order report): As new information

- 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

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.

- 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. Purchasing 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 Purchasing 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 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, Purchasing Entity can view industry benchmarks, analytics, and aggregate insights.
- HP will capture actions and agreements, document the outcome and present Purchasing Entity with proposed action plans.

#### 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 Purchasing 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 4 to 8-hour response times. 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 Purchasing 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.

27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	On December 2, 2020, HP was again named #1 on Newsweek's "America's Most Responsible Companies" list, retaining our top spot for two consecutive years (source: https://www.newsweek.com/americas-most-responsible-companies-2021). An example of HP's ability and willingness to provide our product and services to 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 70 years, HP has helped public-sector customers in government, health care, and education achieve the highest possible levels of operational excellence and service delivery. Moreover, HP has institutionalized our best practices to provide 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.	*
28	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.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	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 customer locally.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	HP supports State Departments, Local Government, Higher Education and K-12 for both private and public. Not-for-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 not-for 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 statue. To our knowledge that is the only limitation.	*
31	Define any specific contract 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.	*

**Table 7: Marketing Plan** 

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Upon contract award of this new contract, HP plans to promote the contract award through internal and external communications as approved by Sourcewell.  Upon award, HP marketing materials will be provided to you for review, modification and approval prior to distribution. Communication will not be released without written approval. Samples of our marketing materials are included in the document upload section (HP Attachment 5 – HP Marketing Samples).  HP marketing to our customers is done through several unique marketing activities that, when combined, create a holistic integrated marketing plan.  The marketing activities can include email, direct mail, web pages, paid media both social and display advertising, SEM keywords, content syndication with ITDM media partners, webinars and events (now virtual).  Include the marketing materials when appropriate  Include value message in targeted communications as needed.  HP will drive contract awareness and product/service promotions the contract through HP web banners on www.hp.com. Promoting the contract value proposition and product/service promotions through web banners provides an opportunity to reach a large audience of Participating Entities. Web banners have a "call to action" inviting the reader to contact HP for pricing and information.

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 event (virtually until COVID restrictions are lifted) 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.

	<u> </u>	
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract 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 Sourcewell's expectations based on your wide experience and knowledge of what has worked best to reach the eligible members in the past and in the new world with the ongoing pandemic.  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.  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 t
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Ves, HP creates 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, Purchasing 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  Warranty status, including information about Care Pack services  Resolve problems by using online diagnostics and troubleshooting  Download and manage drivers, patches, and software updates  Log

# **Table 8: Value-Added Attributes**

Line Item	Question	Response *
36	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.
37	Describe any technological advances that your proposed products or services 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 with FutureSmart firmware 4.5 or above and is based on HP review of 2018 published embedded security features of competitive in-class printers. For a list of compatible products, visit: hp.com/go/PrintersThatProtect. For more information, visit: hp.com/go/printersecurityclaims). After a reboot occurs, HP JetAdvantage Security Manager automatically assesses and, if necessary, remediates device security settings to comply with pre-established company policies (HP JetAdvantage Security Manager must be purchased separately. 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.
00		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.
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Sustainable Impact inspires us to reinvent everything we do—including how we design, deliver, and recover our products and solutions. Across our Personal Systems, Print, and 3D Printing businesses, we are committed to creating our most sustainable portfolio. By reducing the amount of materials in our products, increasing our use of recycled content, designing for energy efficiency, and offering convenient and more sustainable services, we are enabling our customers to achieve more, with less impact. When our products reach the end of service, our repair, reuse, and recycling options help to ensure products are properly

#### handled.

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

Our current long-term sustainability goals:

- Use 30% post-consumer Recycled Content Plastic (RCP) across our personal systems and print portfolio by 2025 (which refers to RCP as a percentage of total plastic used in all HP personal systems, printer hardware, and print cartridges shipped during the reporting year)
- Eliminate 75% of single-use plastic packaging by 2025, compared to 2018. (Calculated as the percentage of primary plastic packaging (by weight) reduced per unit shipped)
  Use 100% renewable electricity in our global operations by 2035, with an interim goal of

60% by 2025

- Reduce Scope 1 and Scope 2 Greenhouse Gas (GHG) emissions in our global operations by 60% by 2025, compared to 2015
- Reduce the GHG emissions intensity of HP's product portfolio use (which refers to per unit GHG emissions during anticipated product lifetime use weighted by contribution of personal systems and printing products to overall revenue arising from the use of more than 99% of HP product units shipped each year) by 30% by 2025, compared to 2015
- Reduce first-tier production supplier and product transportation-related GHG emissions intensity (which refers to the portion of first-tier production and product transportation suppliers' reported GHG emissions attributable to HP divided by HP's annual net revenue) by 10% by 2025, compared to 2015
- Help suppliers cut 2 million tonnes of carbon dioxide equivalent (CO2e) emissions between 2010 and 2025
- · Recycle 1.2 million tonnes of hardware and supplies by 2025, since the beginning of 2016
- Reduce potable water consumption across global operations by 35% by 2025, compared to 2015 with a focus on high risk sites

# Building a Circular Economy:

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

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

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

#### Sustainable Design Solutions:

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

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

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

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

   Materials innovation—Progress toward a circular economy requires keeping materials in use for as long as possible and ensuring they can be easily reused or recycled. HP
- use for as long as possible and ensuring they can be easily reused or recycled. HP continually works to eliminate materials of concern, increase materials efficiency, and circulate materials through the use of recycled content.
- Durability and repairability—HP designs our products to be highly durable and easy to repair, and we extend the life of our personal systems through refurbishment programs. This benefits customers while capturing more value from natural resources and reducing environmental footprint.
- Energy efficiency—Energy consumption during product use is one of the largest contributors to our carbon and water footprints, so continually improving product energy efficiency is central to our sustainable design strategy.
- Products-as-a-service—Service-based models deliver better value to customers with

reduced environmental impact and capital costs. Customers can access the latest technology, while HP manages the fleet. An ongoing relationship engagement and provides valuable insights into customer behavior and needs. Service-based offerings support the transition to a circular economy. Regular maintenance increases product longevity and decreases waste. Fewer individual product shipments and customer store visits decrease GHG emissions. Value is recaptured at the end of service through product repair, reuse, and recycling.

- · End-of-service options—Rapid innovation is increasing the urgency to move toward circular models where products stay in use as long as possible, and materials are responsibly recycled and repurposed at product end of service. As part of designing for end of service, we consider factors such as availability of spare parts, ease of disassembly, materials identification, and ability to separate materials. Our repair, reuse, and recycling programs help keep products in use, and at the end of service, support responsible collection and processing to recover and reuse as much material as possible.
- Social impact—Through innovative partnerships and materials sourcing, we improve livelihoods. Through our supply chain engagements, we increase the availability of recycled materials while supporting safe workplaces, healthy lifestyles, and skills development.

#### Product Reuse and Recycle:

We design HP products to use resources efficiently and to last a long time. When our products eventually reach the end of their service, our robust product repair, reuse, and recycling programs help to ensure that products and materials are repurposed, which keeps them at their highest value state for as long as possible. This circular flow avoids waste and can give materials and products renewed life. These efforts support our transformation toward a more materials-efficient circular model.

HP offers take-back programs in 76 countries and territories worldwide\* through a global network of reuse and recycling vendors. (\*This is the number of countries or territories where HP offers hardware recycling and/or HP ink cartridge recycling and/or HP toner cartridge recycling.)

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

We design our products to be highly durable and easy to repair, and we extend the life of our personal systems through refurbishment programs. This benefits customers while capturing more value from natural resources and reducing environmental footprint. Through 2019, we manufactured over 4.2 billion HP ink and toner cartridges using more than a cumulative 72,000 tonnes of recycled plastic. This has kept 875 million HP cartridges and an estimated 113 million apparel hangers and 4.69 billion post-consumer plastic bottles out of landfills, instead upcycling these materials for continued use. More than 82% of our Original HP ink cartridges contain 45-70% post-consumer recycled content, and 100% of Original HP toner cartridges contain 5-45% post-consumer or post-industrial recycled content (80% of Original HP ink cartridges contain between 45-70% recycled content. 100% of Original HP toner cartridges contain between 5-45% post-consumer or post-industrial recycled content. Does not include toner bottles. See www.hp.com/go/recycledcontent for a list.). Using recycled plastic instead of new plastic in

Original HP ink cartridges reduces the fossil fuel used for plastic production by 69%. The recycled plastic used in Original HP ink cartridges has an average 73% smaller carbon footprint than the virgin plastic used in Original HP ink cartridges (Compared with non-subscription purchase and distribution of the same HP Ink cartridges in stores. Based on a 2020 lifecycle assessment (LCA) performed by Four Elements Consulting and commissioned

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

#### Promoting Sustainability throughout Our Supply Chain:

HP relies on one of the IT industry's largest supply chains, made up of hundreds of production suppliers and thousands of nonproduction suppliers (HP uses the terms "production suppliers," "product transportation suppliers," and "nonproduction suppliers" throughout this report. "Production suppliers" provide materials and components for our product manufacturing and also assemble HP products, and are the primary focus of our HP Supplier Code of Conduct audits, assessments, KPI program, Sustainability Scorecard, and capability-building initiatives. "Product transportation suppliers" provide services for the shipping and delivery of HP products. Learn more in Supply chain responsibility: Environmental impact. "Nonproduction suppliers" provide goods and services that do not go into the production of HP products (such as staffing, telecommunications, and travel). These suppliers are a significant focus of our supplier diversity efforts.). An ethical, sustainable, and resilient supply chain protects our business and brand, strengthens customer relationships, and creates opportunities to innovate.

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

For more information, you can contact sustainability@hp.com.

	Identify any third-party issued eco- labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), 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.

Describe 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 of certification (as
applicable) in the document

upload section of your response.

Under an awarded contract, HP will utilize its partner/dealer and subcontractor/service programs that include local-, small- and minority-, women- and veteran-owned businesses as reseller agents, fulfillment subcontractors, or service providers. At that time, HP agrees to provide a copy of the diversity partners' certifications.

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

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

HP's Racial Equality and Social Justice Task Force:

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

HP's Global Supplier Diversity Program:

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

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

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

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

Active engagement in the National Minority Supplier Development Council (NMSDC), Women's Business Enterprise National Council (WBENC) and Tech:Scale empowers us to impact the industry, lead in diverse purchasing best practices, and cultivate relationships with diverse suppliers across the United States and Puerto Rico. HP also took the NMSDC "In This Together" pledge sponsoring programs to invest in minority businesses struggling to recover from COVID-19 and coalitions to eradicate racial wealth gaps and access to startup capital.

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

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

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

DocuSign Envelope ID: 0EF6C998-2A2A-450F-B55E-AD646BAA2BFF HP printers have the industry's strongest security, with four key technologies that are always What unique attributes does your on guard, continually detecting and stopping threats while adapting to new ones. Only HP company, your products, or your Enterprise printers automatically self-heal from attacks by triggering a reboot—IT doesn't services offer to Sourcewell participating entities? What makes need to intervene (HP's most advanced embedded security features are available on HP your proposed solutions unique in Enterprise-class devices with FutureSmart firmware 4.5 or above and is based on HP review of 2018 published embedded security features of competitive in-class printers. For a your industry as it applies to Sourcewell participating entities? list of compatible products, visit: hp.com/go/PrintersThatProtect. For more information, visit: hp.com/go/printersecurityclaims). After a reboot occurs, HP JetAdvantage Security Manager automatically assesses and, if necessary, remediates device security settings to comply with pre-established company policies (HP JetAdvantage Security Manager must be purchased separately. 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

Solutions at a glance:

future.

- 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.

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

- Provides simple, sophisticated productivity with improved workflow and fewer steps.
- Easily install updates on your schedule.

**Table 9: Warranty** 

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Yes, HP product warranties vary and if Participating Entities simply purchase the product, they can purchase a Care Pack for uplifted and extended warranties. The Participating Entities can also purchase maintenance services or managed services to extend or uplifted warranties under their Statement of Work.	*

43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No. However, please note that HP's Limited Warranty pertains to HP ink cartridges, print heads, or HP LaserJet print cartridges when used in its designated HP or authorized Original Equipment Manufacturer (OEM) printing device. HP's Limited Warranty is void in the event the printer is attached to an aftermarket apparatus or system that modifies the printer's functionality such as a continuous ink system that is not OEM.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, HP standard warranty and service agreement warranties includes the expense of technicians travel time and mileage to perform warranty repairs and additional services as outlined in a Statement of Work between HP and the Participating Entity.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	HP is responding based on the U.S. State and Local Government and Education eligible Participating Entities to this proposal. For public or private Higher Education Participating Entities that have students that travel outside of the U.S., HP's Global Warranty overview is below:  HP Global Warranty Overview: HP Hardware Base Warranties typically provide overseas call support and non-rapid response. Devices with parts and labor support provide for mandatory "Customer Self-Repair" (CSR) of defective parts. Alternatively, those devices must be "Returned To Depot" (RTD) for repair. This can take as long as 10 business days. Accidental damages are not covered under	*
		the warranty nor are support to the OS or network. Data recovery is not provided for under warranty.  HP Hardware Base Warranties for HP Elite notebook and desktop products are covered by HP Elite Support. Elite Support provides US based support, as well as local Elite Support throughout global regions, speaking in local languages. Elite Support applies only to Elite products and HP workstations. Elite Support offers users white glove response, rapid response, and the opportunity for users to designate a specified Level 2 technician of their choosing. Those Elite products not covered with onsite support have mandatory CSR coverage for HDDs, memory, PCI card, optical drive, and RPOS/MPOS peripherals. Data recovery is not provided for under warranty.	
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Other Manufacturer Product warranty would be covered by the OEM Manufacturer. HP may support other Manufacturer products for maintenance services as an exception only. Pricing and support level to be negotiated at the time of the request if available and allowed by Sourcewell. The Pricing included in this response does not provide other Manufacturer product CPC Pricing.	*
47	What are your proposed exchange and return programs and policies?	HP is committed to customer satisfaction and values our relationship with State and Local Government and Education customers. To show our commitment, HP provides a goodwill right to return, or exchange of unused products within 30 days from receipt of the product. HP does not charge a restocking or handling fee for products returned within 30 days. Please see HP Attachment 6 – HP State and Local Government and Education Customer Return Policy, for the complete policy.	*
48	Describe any service contract options for the items included in your proposal.	HP has included a Maintenance Services and Support Schedule (HP Attachment 7), a Managed Cartridge Services and Support Schedule (HP Attachment 8), and a Managed Print Services SOW (HP Attachment 9) providing agencies with the options to select HP manage services solutions to support their product.  HP has also included HPFS (third-party leasing) for leasing options as outlined in the following attachments:  HP Attachment 10 – Lease Option Overview  HP Attachment 11 – State and Local Government Master Lease Purchase Agreement  HP Attachment 12 – State and Local Government Master Operating Lease Agreement  HP Attachment 13 – HP Asset Upcycling Services  HP Attachment 14 – HP Accelerated Migration	*

**Table 10: Payment Terms and Financing Options** 

Line Item	Question	Response *	
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49	What are your payment terms (e.g., net 10, net 30)?	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.

Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Leasing options offered are through a third party leasing Company, Hewlett Packard Enterprise Financial Services (HPFS). 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-asyou-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.

Please refer to the following leasing attachments for more information:

- HP Attachment 10 Lease Option Overview
- HP Attachment 11 –State and Local Government Master Lease Purchase Agreement
- HP Attachment 12 –State and Local Government Master Operating Lease Agreement
- HP Attachment 13 HP Asset Upcycling Services
- HP Attachment 14 HP Accelerated Migration

51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	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 have the ability to also make their purchase order out to the HP-authorized dealers/subcontractors for their product and services by faxing or emailing their Purchase Order based on the dealer information that will be posted on an awarded contract.	*
52	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 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. There is no additional cost for P-card (credit card) payments.	*

## **Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
53	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 16 – 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 17 - 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 18 – HP Maintenance Pricing for Sourcewell that includes preventative maintenance with or without ink, managed cartridge billing and managed services (MPS) outlined in HP Attachment 19 – 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 Entitites 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 t

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54	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 16 – 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 18 – HP Maintenance Pricing for Sourcewell that includes preventative maintenance with or without ink, managed cartridge billing and managed services (MPS) outlined in HP Attachment 19 – HP MPS Pricing for Sourcewell.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Due to the wide array of products, volume pricing varies product to product and for services selected especially given the volatility of the technology market given the pandemic's impact to supply costs. Therefore, additional discounts or fixed pricing that HP offers can be provided to the Participating Entity at the time of the request under an awarded based on their specific needs. HP also provides Participating Entities with promotions, referred to as Smart Buys. These promotional items are based on a specific configuration at a set promotional fixed price, that may not be subject to further discounts. These promotional items carry a reduced price created from an overall company perspective available to Participating Entities and may be offered for a limited time period and are subject to availability. HP may from time to time have bargain promotional offers that may be available once or twice a year with a set aggressive price. These are typically available to provide when a specific product has gone end of life and HP has a limited number of products in a set specification that are not subject to upgrade and are only available for a very limited time period due to inventories. If HP is allowed to offer these bargain promotional products from time to time, HP would provide to procuring entities eligible under the contract to provide even greater savings.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". 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 16 – HP Discount Schedule for Sourcewell. HP is providing a discount off HP U.S. Commercial List Price and will not be providing cost plus percentages.	*
57	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 predelivery 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 18 – HP Maintenance Pricing for Sourcewell and HP Attachment 19 – HP MPS Pricing for Sourcewell.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	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.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	HP product discounts for hardware includes standard shipping and handling and therefore agencies are not charged for shipping and handling in the 50 U.S. states, which includes Alaska and Hawaii. HP is responding based on State and Local Government and Education in the U.S. for the 50 states, excluding Canada or any offshore delivery.	*

and Expeditors. Customers may choose priority overnight delivery (before 10:30 a.m.), standard overnight delivery (before 3:00 p.m.), 2	60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	(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	*
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# **Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
	departments.	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 13: Audit and Administrative Fee** 

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	HP creates a master price file/catalog setup that includes the guaranteed discounts associated to the HP U.S. Commercial 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. Commercial 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.  Purchasing Entities that want to self-audit at the time of quote can go to the contract site to access the Price List that HP will create which will include the HP U.S.  Commercial List price to confirm their quote or invoice was at or below the contract net price. A Purchasing Entity can also reach out to the designated HP Primary Representative, who can either guide the Purchasing Entity through the process or complete it on their behalf with the designated details from the contract Price List for their reference.	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Based on the RFP options, HP would respectfully request the lowest administrative fee offering or 1% of invoiced sales less credit/returns.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	HP is responding based on A3 Copier, MFD/A4 Devices, Single-function Printers, Large/Wide Format, Scanners and services, maintenance, cartridge managed billing and managed services.	
		For Copier (A3), HP new 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 you time with its ability to auto-discover new devices IP addresses, 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 attach. 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 purchasing entities extended and uplifted warranties beyond the standard one-ear product warranty.	
		MFP/A4 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. HP was recently chosen by Buyers Lab as the Most Reliable Business Printer and MFP Brand 2018-2021.	
		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. HP was recently chosen by Buyers Lab as the Most Reliable Business Printer and MFP Brand 2018-2021.	
		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.	*
		Scanners portfolio include easy-to-use scanners that help you manage documents and improve workflow. The EveryPage technology gives you confidence that every document is properly scanned every time. The network scanners, the 8500 fn2 and the N9120 fn2, are the world's most secure scanners with real-time threat detection, automated monitoring, and built-in software validation. Scan pages at up to 120 pages per minute, create quick-sets on the color LCD screen for 'one-touch' scanning, manage address books across devices, manage and monitor the fleet with Web Jetadmin. In addition, BLI named the Flow N9120 fn2 as their Innovative Scanner of the year. Our scanners were designed for high usage and a long life and can last even longer with simple routine maintenance such as 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 JetAdvantage 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:
		<ul> <li>Cost Per Page pricing that includes per segment speed and MPS additional cost options</li> <li>Detailed cost proposals with analytics for each customer showcasing cost savings</li> <li>Optimization efficiency plans</li> <li>Creating solutions for workflows to improve productivity</li> </ul>
		<ul> <li>Training – HP provides both online and in person training</li> <li>Account Management/business review – HP provides on a regular basis</li> <li>Implementation strategies that include best practices recommendations</li> <li>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</li> </ul>
65	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 16 – HP Discount Schedule for Sourcewell  • HP Attachment 18 – HP Maintenance Pricing for Sourcewell  • HP Attachment 19 – HP MPS Pricing for Sourcewell

Table 14B: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments	
66	Copiers	© Yes © No	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).	*
67	Printers	© Yes ○ No	HP is providing HP- and Troy-branded Printers with the option for maintenance services, managed cartridge billing or managed print services through an SOW.	*
68	Multi-function devices	ତ Yes ା No	HP is providing HP-branded MFDs with the option for maintenance services, managed cartridge billing or managed print services through a SOW. HP is also providing Large Format Printers that include HP Care Packs for services for purchase.	*
69	Hardware, software, supplies, consumables, and related accessories	© Yes	HP is providing related hardware, software supplies, consumables and related accessories for purchase or lease, or through managed services as outlined in our response.	
70	Managed Print Services (MPS) solutions	© Yes C No	HP is providing MPS solutions through an SOW.	
71	Related services	€ Yes € No	HP is providing maintenance services and managed cartridge billing service options through an SOW as outlined above for the product categories.	*

### **Table 15: Industry Specific Questions**

Line Item	Question	Response *	
72	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	One example for an internal metrics is tracking the orders and invoices for the total revenue per quarter and annually to measure a successful contract.	*
73	Describe shipping and delivery options available to participating entities.	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.	
74	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.	

## **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.

### **Proposer's Affidavit**

#### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

- 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 contract award.
- 3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
- 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 exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
- 5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
- 6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
- 7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
- 8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
- 9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
- 11. Proposer its employees, agents, and subcontractors are not:
  - a. 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;
  - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <a href="https://sam.gov/SAM/">https://sam.gov/SAM/</a>; or

c. 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 the Canadian 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 Administrator, 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 contractual obligations contemplated in the bid.

### 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_9_Copiers_Printers_MFD_RFP_030321 Tue February 23 2021 03:05 PM	M	1
Addendum_8_Copiers_Printers_MFD_RFP_030321 Mon February 22 2021 02:20 PM	M	1
Addendum_7_Copiers_Printers_MFD_RFP_030321 Thu February 18 2021 01:00 PM	M	1
Addendum_6_Copiers_Printers_MFD_RFP_030321 Wed February 17 2021 09:23 AM	M	1
Addendum_5_Copiers_Printers_MFD_RFP_030321 Fri February 12 2021 07:58 AM	M	1
Addendum_4_Copiers_Printers_MFD_RFP_030321 Wed February 10 2021 11:12 AM	M	2
Addendum_3_Copiers_Printers_MFD_RFP_030321 Sun January 24 2021 06:07 PM	M	3
Addendum_2_RFP_030321_Copiers_Printers_MFD_RFP_030321 Tue January 19 2021 09:07 AM	M	1
Addendum_1_RFP_030321_Copiers_Printers_MFD_RFP_030321 Thu January 14 2021 10:07 AM	M	1