



State of Minnesota Contract

SWIFT Contract No.: 189671

This Contract is between the State of Minnesota, acting through its Commissioner of Administration (“State”) and HP Inc, whose designated business address is 1501 Page Mill Rd., Palo Alto, CA 94304 (“Contractor”). State and Contractor may be referred to jointly as “Parties.”

Recitals

1. State issued a solicitation identified as Event No. G0210-2000010207 on October 8, 2019 for Multifunction Devices: Purchase, Rental, and Maintenance (“Solicitation”);
2. Contractor provided a response to the Solicitation indicating its interest in and ability to provide the goods or services requested in the Solicitation; and
3. Subsequent to an evaluation in accordance with the terms of the Solicitation and negotiation, the Parties desire to enter into a contract.

Accordingly, the Parties agree as follows:

Contract

1. Term of Contract

- 1.1 Effective date. March 1, 2021 or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by the State’s Authorized Representative to begin the work.
- 1.2 Expiration date. February 28, 2023 or until all obligations have been satisfactorily fulfilled, whichever occurs first. The contract may be extended for up to an additional 36 months in increments as determined by the State, through a duly executed amendment.

2. Contractor’s Duties

The Contractor shall perform all duties described in this Contract to the satisfaction of the State.

3. Representations and Warranties

- 3.1 Under Minn. Stat. §§ 15.061 and 16C.03, subd. 3, and other applicable law the State is empowered to engage such assistance as deemed necessary.
- 3.2 Contractor warrants that it is duly qualified and shall perform its obligations under this Contract in accordance with the commercially reasonable standards of care, skill, and diligence in Contractor’s

industry, trade, or profession, and in accordance with the specifications set forth in this Contract, to the satisfaction of the State.

- 3.3 Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, by-laws, and applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract, or any part thereof, and to bind Contractor to its terms.

4. Time

The Contractor must comply with all the time requirements described in this Contract. In the performance of this Contract, time is of the essence.

5. Compensation and Conditions of Payment

5.1 Compensation. The State will pay for performance by the Contractor under this Contract in accordance with the breakdown of costs as set forth in Exhibit D which is attached and incorporated into this Contract.

5.2 Conditions of Payment. All duties performed by the Contractor under this Contract must be performed to the State's satisfaction and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the Office of the Secretary of State. The Contractor will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6. Authorized Representative

6.1 The State's Authorized Representative is David Sisk, Buyer 2, 50 Sherburne Avenue, Suite 112, Saint Paul, MN 55155, 651.201.3169, or his/her successor or delegate, and has the responsibility to monitor the Contractor's performance.

6.2 Contractor's Authorized Representative. The Contractor's Authorized Representative is Debra Lee, Public Sector Contract Management Director at the following business address and telephone number: 10400 Energy Drive, Spring TX 77389, 847.537.0344, or his/her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify the State.

7. Exhibits

The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits, or between Exhibits, the order of precedence is first the Contract, and then in the following order:

Exhibit A: Contract Terms

Exhibit B: Insurance Terms

Exhibit C: Specifications, Duties, and Scope of Work

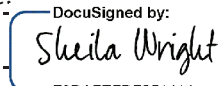
Exhibit D: Pricing

- D.1 – New Black and White Device Price Schedule
- D.2 – New Color Device Price Schedule
- D.3 – Miscellaneous Price Schedule
- D.4 – Sample Invoice and Quote

Exhibit E: Service Level Agreement

1. HP Inc

The Contractor certifies that the appropriate person(s) have executed the Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

Print name: Sheila wright
Signature: 
Title: P Legal Date: 2/23/2021

2. Minnesota Department of Administration
With delegated authority

Print name: Michael Brick
Signature: 
Title: Acquisition Management Specialist Date: 2/23/2021

3. Commissioner of Administration
As delegated to the Office of State Procurement

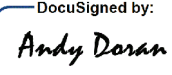
Print name: Andy Doran
Signature: 
Title: T Acquisitions Supervisor Date: 2/26/2021

Exhibit A: Contract Terms

1. Payment and Invoicing. As Negotiated.

1.1 Payment. Minn. Stat. § 16A.124 requires payment within thirty (30) days following receipt of an undisputed invoice, merchandise or service, whichever is later. Terms requesting payment in less than thirty (30) days will be changed to read "Net 30 days." The ordering entity is not required to pay the Contractor for any goods and/or services provided without a written purchase order or other approved ordering document from the appropriate purchasing entity. In addition, all goods and/or services provided must meet all terms, conditions and specifications of the Contract and the ordering document and be accepted as satisfactory by the ordering entity before payment will be issued.

Conditions of Payment. The Contractor under this Contract must be in accordance with the Contract as determined by the reasonable discretion of the State's Authorized Representative and be in accordance with all applicable federal and state including business registration requirements of the State's Office of the Secretary of State.

1.2 Invoicing. The invoice must be in the same format as the sample invoice form approved as Exhibit D, Supplement 1 with the Contract, unless an alternative format is approved in writing by the State Authorized Representative, or delegate. See Exhibit D, Supplement 1 for a list of minimum invoice requirements.

2. Termination. As Negotiated.

2.1 Termination for Convenience. The State or Commissioner of Administration may cancel this Contract at any time, with or without cause, upon 30 days' written notice to the Contractor. Upon termination for convenience, the Contractor will be entitled to payment, in accordance with the underlying Purchase Order as well as, determined on a pro rata basis, for services or goods satisfactorily performed or delivered.

2.1.1 Customer shall not be liable for any amount remaining on the rental period if the reason for early termination of rental is due to documented Contractor non-performance, over a period of more than three (3) months including, but not limited to, ongoing, reoccurring, unresolved problems/issues with the equipment or service; misrepresenting the Contract; not meeting uptimes; misrepresentation of product, accessories or software.

2.1.2 Termination charges will not apply to those rental plans when upgrading or downgrading models by the same Manufacturer. The Contract Administrator reserves the right to negotiate the terms of early termination.

2.2 Termination for Breach. If the Contractor fails to perform according to the contract terms and conditions, the State is authorized to immediately, upon a reasonable 30 day opportunity to cure, cancel the Contract or purchase order, or any portion of it, and may obtain replacement goods or services and charge the difference of costs to the defaulting Contractor. In the event of default, the State reserves the right to pursue any other remedy available by law. A Contractor may be removed from the vendors list, suspended or debarred from receiving a Contract for failure to comply with terms and conditions of the Contract, or for failure to pay the State for the cost incurred on the defaulted Contract.

3. Indemnification, Hold Harmless and Limitation of Liability. As Negotiated.

The Contractor shall indemnify, protect, save hold harmless, defend, and settle third party claims against the State, its representatives and employees, for property damage, bodily injury and death caused solely by Contractor's or its agents, employees, or subcontractor's negligence or willful misconduct, provided that the State promptly notifies Contractor of such claims, cooperates with Contractor in the defense of the claims, and

grants Contractor sole defense of such claims to the extent permitted by the Minnesota Attorney General's Office. In connection with such claims, Contractor will pay all defense costs, settlement amounts, court awarded damages (including court costs and reasonable attorneys' fees), and third party costs incurred by the State at the request of Contractor in connection with the defense of the claim. This clause shall not be construed to bar any legal remedies the Contractor may have with the State's failure to fulfill its obligations pursuant to the Contract.

For clarification and not as a limitation, the Contractor hereby expressly extends, in addition to the other terms, conditions and specifications of the Contract, the foregoing defense and indemnification obligations to Cooperative Purchasing Venture (CPV) Members, including Board of Trustees of the Minnesota State Colleges and Universities, in addition to Agency as defined in Minn. Stat. § 16.C.02, in addition to the legislative and judicial branches and constitutional offices of state government.

As to the Data Practices Act, the Contractor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Contract. In the event that the Contractor subcontracts any or all of the work to be performed under the Contract, the Contractor shall retain responsibility under the terms of paragraph 22 for such work.

As to Copyrighted materials, Contractor agrees to indemnify, protect, save and hold the State, its representatives and employees harmless from any and all claims arising from the violation of this section and agrees to pay all legal fees incurred by the State in the defense of any such action, including legal fees and disbursements paid or incurred to enforce this provision of the Contract. Contractor shall save and hold harmless the State of Minnesota, its members, officers, agents, servants and employees, from liability of any kind or nature, arising from the use of any copyrighted or not copyrighted composition, secret process, patented or not patented invention, article or appliance furnished or used in the performance of the Contract.

LIMITATION OF LIABILITY. The State agrees that Contractor, its principals, members and employees shall not be liable to the State for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the goods provided or services performed hereunder for an aggregate amount in excess of \$1,000,000 the relevant purchase order value, or the relevant Purchase Order (the "Purchase Order") value, whichever is greater. Contractor will not be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages. This limitation of liability does not apply to damages for personal injury or death caused by Contractor's negligence, or to Contractor's obligation to indemnify, defend and hold the State harmless against intellectual property infringement claims under paragraphs 40 Intellectual Property Indemnification of this Agreement.

4. Laws and Regulations.

Any and all services, articles or equipment offered and furnished shall comply fully with all State and federal laws and regulations, including Minn. Stat. § 181.59 and Minn. Stat. Ch. 363A prohibiting discrimination and business registration requirements of the Minnesota Secretary of State's Office.

5. Cancellation of the Contract. As Negotiated.

The Contract may be cancelled by the State or the Commissioner of Administration, or Contractor at any time, without cause, upon thirty (30) days' written notice to the other Party. In the event the Contractor is in default, the Contract is subject to cancellation to the extent allowable by applicable law and in accordance with clause 16, Ordering Acceptance, Default, and Debarment. In the event of cancellation of product purchases, the Contractor shall be entitled to payment, determined on a pro rata basis, for products, work or services satisfactorily

received, performed, and accepted. Cancellation, termination, or expiration of the Contract does not terminate any purchase order issued in accordance with this Contract that has an open invoice associated with it.

6. State Audits (Minn. Stat. § 16C.05, subd. 5).

The books, records, documents, and accounting procedures and practices of the Contractor or other party that are relevant to the Contract or transaction are subject to examination by the contracting agency and either the Legislative Auditor or the State Auditor as appropriate for a minimum of six (6) years after the end of the Contract or transaction.

The State reserves the right to authorize delegate(s) to audit this contract and transactions.

7. Antitrust.

The Contractor hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with the Contract resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the State.

8. Government Data Practices. As Negotiated.

The Contractor and the State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State to the Contractor and all data provided to the State by the Contractor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor in accordance with this Contract that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

In the event the Contractor receives a request to release the data referred to in this article, the Contractor must immediately notify the State. The State will give the Contractor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contractor or the State.

9. Coal Tar Sealant Use and Sale Prohibited.

By submitting a response to this solicitation, the Contractor certifies that coal tar sealant products are not included in its response. "Coal tar sealant product" means a surface-applied sealing product containing coal tar, coal tar pitch, coal tar pitch volatiles, or any variation assigned the Chemical Abstracts Service (CAS) number 65996-93-2, 65996-89-6, or 8007-45-2. Coal tar sealants must not be used or sold for application on asphalt-paved surfaces. See Minn. Stat. § 116.201.

10. Prices. As Negotiated.

Prices shall remain firm for the initial term of the Contract unless otherwise stated in the Special Terms and Conditions. A unit price and a total for the quantity must be stated for each item quoted. In case of an error in the total price, the unit price will prevail. Prices must be quoted in United States currency.

a. Transportation. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price), to the ordering agency's receiving dock or warehouse unless otherwise stated in the Special Terms and Conditions. In those situations in which the "deliver-to" address has no receiving dock or agents, the Contractor must be able to deliver to the person specified on the PO.

b. Price Decreases. During the life of the Contract, any or all temporary price reductions, promotional price offers, introductory pricing, or any other offers or promotions that provide prices lower than or discounts higher than

those stated in the Contract, must be given immediately to the entities eligible to purchase from the Contract. Invoices for goods ordered or shipped or services performed during the decrease, or promotion, must immediately reflect such pricing.

c. Price Increases. After the initial term of the Contract, a price increase may be allowed based upon a demonstrable industrywide or regional increase in the Contractor's costs. Documentary evidence must be submitted prior to a proposed price increase. The amount of any increase is not to exceed ten (10) percent for any commodity/service over the life of the Contract unless approved in writing by the OSP Assistant Director. The exact amount of increase, if any, will be governed by the validity of the documentary evidence submitted and requires the written authorization of the Assistant Director. No price increase will be effective until approved by the Acquisition Management Specialist and set forth in a fully executed amendment to the Contract.

11. Risk of Loss or Damage.

The State shall be relieved of all risks of loss or damage to the goods and/or equipment during periods of transportation, and installation by the Contractor and in the possession of the Contractor or its authorized agent.

12. Governing Law.

The Contract shall be construed in accordance with and its performance governed by the laws of the State of Minnesota. Except to the extent that the provisions of the Contract are clearly inconsistent therewith, the Contract shall be governed by the Uniform Commercial Code (UCC) as adopted by the State. To the extent the Contract entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the UCC, except when to so deem such services as "goods" is unreasonable.

13. Jurisdiction and Venue.

This Contract, its amendments and supplements thereto, shall be governed by the laws of the State of Minnesota, USA. Venue for all legal proceedings arising out of the Contract, or breach thereof, shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota. Contractor voluntarily agrees to be subject to the jurisdiction of Minnesota for all proceedings arising out of this Contract, or any breach thereof.

14. Conflict of Terms.

In the event of any conflict between the General Terms, Conditions and Instructions and any Special Terms and Conditions of the RFP/Event, the Special Terms and Conditions shall govern.

15. Force Majeure. As Negotiated.

Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party subject to a Force Majeure event under this provision must provide the other party prompt written notice of the occurrence of such Force Majeure event and take reasonable steps to bring about performance as soon as practicable.

16. Ordering Acceptance, Default, Debarment. As Negotiated.

16.1 Ordering. A state purchase order constitutes a binding Contract for product purchases.

16.2 Acceptance. The State shall determine whether all hardware products delivered meet Contractor's published specifications. The State shall make every effort to notify Contractor within thirty (30) days following delivery, of its non-acceptance of a product or products will be deemed accepted. Further, with regard to defects discovered after acceptance, that affected hardware products will be subject to remedy in accordance with the applicable warranty purchased for that product.

16.3 Default. No substitutions or cancellations are permitted without written approval of the State contracting agency. Contractor's failure to meet delivery requirements, or failures to meet specifications in the purchase order and/or the Contract authorizes the ordering entity, following formal written notification of default to the Contractor and Contractor's failure to cure such default within thirty (30) days, to cancel the Contract or purchase order, or any portion of it, and strictly in relation to product purchases, purchase similarly scoped and priced products elsewhere, and charge the full increase in cost and administrative handling (the "Costs of Cover") to the defaulting Contractor. In the event of default, the State reserves the right to pursue any other remedy available by law, except that should the State make a claim for Costs of Cover in the event of default, such Costs of Cover will be the State's sole and exclusive remedy, to the exclusion of all others.

16.4 Debarment. A Contractor may be removed from the vendors list, suspended or debarred from receiving a Contract for failure to comply with terms and conditions of the Contract, or for failure to pay the State for the cost incurred on the defaulted Contract.

17. Publicity.

Any publicity given to the program, publications or services provided resulting from a State Contract for goods or services, including but not limited to notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contractor, or its employees individually or jointly with others, or any subcontractors, shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Contract prior to its approval by the Office of State Procurement Acquisition Management Specialist and the Assistant Director.

The Contractor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of this Contract without the prior written consent of the Department of Administration. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

18. Notices.

If one party is required to give notice to the other under the Contract, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the State shall be addressed to the Acquisition Management Specialist listed in Contract, Clause 6.1, Authorized Representative.

19. State Agency Contract Use.

The State intends to use this Contract to meet its needs for goods and services purchased under the authority of the Commissioner of Administration. An exception will be made when the Commissioner of Administration or authorized delegate determines that the State will achieve its "best value" by utilizing alternative procurement methods as specified in Minn. Stat. Ch. 16C or other authorizing law.

The Contract must be used by State agencies unless a specific exception is granted by the Acquisition Management Specialist or authorized delegate, or unless otherwise provided for in the Special Terms and Conditions.

20. Ownership. As Negotiated.

No transfer of ownership of any intellectual property will occur under this Contract or any purchase orders issued pursuant to its terms. The State grants Contractor a non-exclusive, worldwide, royalty-free right and license to any intellectual property that is necessary for Contractor and its designees to perform the ordered services. If deliverables are created by Contractor specifically for the State and identified as such in the purchase orders,

Contractor hereby grants the State a worldwide, non-exclusive, fully paid, royalty-free license to reproduce and use copies of the deliverables internally.

21. Purchase Orders.

The State requires that there will be no minimum order requirements or charges to process an individual purchase order unless otherwise stated in the special terms. The Contract number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.).

22. Amendment(s).

The State reserves the right to make changes to the Contract, when mutually agreed by the State of Minnesota and the Contractor, if the changes are within the general scope of the Contract. This may include, but is not limited to, the addition or deletion of goods and/or services. Any changes must be confirmed through a fully executed Contract amendment approved by the authorized signatories of the Contractor and the State, as required by law.

23. Copyrighted Material Waiver. As Negotiated.

The State reserves the right to use, reproduce and publish proposals in any manner necessary for State agencies and local units of government to access the responses, including but not limited to photocopying, State Intranet/Internet postings, broadcast faxing, and direct mailing. In the event that the response contains copyrighted or trademarked materials, it is the responder's responsibility to obtain permission for the State to reproduce and publish the information, regardless of whether the Contractor is the manufacturer or reseller of the products listed in the materials. By signing its response, the Contractor certifies that it has obtained all necessary approvals for the reproduction and/or distribution of the contents of its response.

24. Certification Regarding Federal Debarment, Suspension, Ineligibility, and Voluntary Exclusion.

A contract resulting from this solicitation may be a covered transaction for purposes of federal debarment and suspension regulations. By submission of its response, the Contractor certifies that neither it, nor its principals or subcontractors, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Contractor further certifies that it will include this provision in any subcontracts resulting from this solicitation. If the Contractor knowingly renders an erroneous certification, in addition to remedies available to the Minnesota Department of Administration, the Federal Government may pursue available remedies, including but not limited to suspension or debarment.

25. Nonvisual Access Standards.

Pursuant to Minn. Stat. § 16C145, the Contractor shall comply with the following nonvisual technology access standards:

- a. That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- b. That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- c. That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- d. That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

These standards are not applicable for installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

26. Americans with Disabilities Act (ADA).

Products provided under the Contract must comply with the requirements of the Americans with Disabilities Act (ADA). The Contractor's catalog and other marketing materials utilized to offer products under the Contract must state when a product is not in compliance. If any descriptive marketing materials are silent as to these requirements, the Contractor agrees that the customer can assume the product meets or exceeds the ADA requirements.

27. Entire Agreement.

A written Contract (including the contents of the RFP/Event and the Contractor's response incorporated therein by reference) and any written addenda thereto constitute the entire agreement of the parties to the Contract.

28. Severability.

If any provision of the Contract, including items incorporated by reference, is found to be illegal, unenforceable, or void, then both the State and the Contractor shall be relieved of all obligations arising under such provisions. If the remainder of the Contract is capable of performance it shall not be affected by such declaration or finding and shall be fully performed.

29. Assignment. As Negotiated.

Neither party shall sell, transfer, assign, or otherwise dispose of the Contract or any portion hereof, nor of any right, title, or interest herein without the prior written consent of the other party. Such consent shall not be unreasonably withheld. The parties shall give written notice to the other party of such a possibility at least thirty (30) days prior to the sale, transfer, assignment, or other disposition of the Contract. Failure to do so may result in the assigning party being held in default. This consent requirement includes reassignment of the Contract due to a merger, or acquisition of the Contractor or its subsidiary or affiliated corporations. This section shall not be construed as prohibiting the Contractor's right to assign the Contract to corporations to provide some of the services hereunder. Notwithstanding the foregoing acknowledgment, the assigning party shall remain solely liable for all performance required and provided under the terms and conditions of the Contract.

30. Survivability. As Negotiated.

Any terms in the Contract which by their nature extend beyond termination or expiration of the Contract will remain in effect until fulfilled and will apply to both parties' respective successors and permitted assigns, including the following rights and duties of the State and Contractor will survive the expiration or cancellation of the resulting Contract(s). These rights and duties include, but are not limited to paragraphs: Indemnification, Hold Harmless and Limitation of Liability, State Audits, Government Data Practices, Governing Law, Jurisdiction and Venue, Publicity, Intellectual Property Indemnification, and Admin Fees. Software licenses, warranty, maintenance agreements and service agreements that were entered into under the terms and conditions of the Agreement shall survive the expiration or termination of this Agreement.

31. Performance While Dispute is Pending. As Negotiated.

Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under the Contract that are not affected by the dispute.

32. Human Rights/Affirmative Action.

The State requires affirmative action compliance by its Contractors in accordance with Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600.

a. Covered contracts and contractors. If the Contract exceeds \$100,000 and the Contractor employed more than forty (40) full-time employees on a single working day during the previous twelve (12) months in Minnesota or in

the state where it has its principal place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600. A contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

b. Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and parts 5000.3525-5000.3559.

c. Disabled Workers. Minn. R. 5000.3550 provides the Contractor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

(a) The contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(c) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices must state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

(e) The contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Minn. Stat. § 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

d. Consequences. The consequences of a Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of the Contract by the Commissioner or the State.

e. Certification. The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance. It is agreed between the parties that Minn. Stat. § 363.36 and Minn. R. 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. Copies of Minn. Stat. 363A.36 and Minn. R. 5000.3400 to 5000.3600 are available upon request from the contracting agency.

33. Equal Pay Certification.

If the Response to this solicitation could be in excess of \$500,000, the Contractor must obtain an Equal Pay Certificate from the Minnesota Department of Human Rights (MDHR) or claim an exemption prior to contract execution. A Contractor is exempt if it has not employed forty (40) or more full-time employees on any single working day during the previous twelve (12) months in Minnesota or the state where it has its primary place of business. Please contact MDHR with questions at: 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay) or at compliance.MDHR@state.mn.us.

34. Usage Report.

Contractors are required to furnish usage data to the Acquisition Management Specialist. Unless otherwise specified in the Special Terms and Conditions, a report on Contract usage must consist of the total dollars expended by the State and other entities broken down by:

- State agencies
- CPV members (if applicable)
- Failure to provide these reports may result in Contract cancellation. The following reporting frequency is required, at a minimum:
 - Annually, or as requested
 - Final report after the end of the Contract.

35. Hazardous Substances.

To the extent that the goods to be supplied to the State by the Contractor contain or may create hazardous substances, harmful physical agents, or infectious agents, as set forth in applicable State and federal laws and regulations, the Contractor must provide the State with Material Safety Data Sheets regarding those substances (including mercury). A copy must be included with each delivery.

36. State Requirements for Energy Star Compliant Products.

The Contractor is responsible to present information to State agency and Cooperative Purchasing Venture (CPV) customers regarding whether a product is in compliance with the Energy Star Standards. The Contractor's catalog and other marketing materials utilized to offer products under the Contract must state when a product is not in compliance with the Energy Star Standards. If any descriptive marketing materials are silent as to these requirements, the Contractor agrees that the customer can assume the product meets or exceeds the Energy Star Standards.

37. Copyright. Deleted.

38. Organizational Conflicts of Interest.

The Contractor warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:

- a Contractor is unable or potentially unable to render impartial assistance or advice to the State;
- the Contractor's objectivity in performing the work is or might be otherwise impaired; or
- the Contractor has an unfair competitive advantage.

The Contractor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Department of Administration's Office of State Procurement that shall include a description of the action the Contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the Contract. In the event the Contractor was aware of an organizational conflict of interest prior to the award of the Contract and did not disclose the conflict to the AMS, the State may terminate the Contract for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract," "Contractor," and "AMS" modified appropriately to preserve the State's rights.

39. Notice to Contractors.

Pursuant to Minn. Stat. § 270C.65, subd. 3, Contractors are required to provide their Federal Employer Identification Number or Social Security Number. This information may be used in the enforcement of federal and State tax laws. Supplying these numbers could result in action to require a Contractor to file tax returns and pay delinquent tax liabilities. These numbers will be available to federal and State tax authorities and State personnel involved in the payment of State obligations

40. Intellectual Property Indemnification. As Negotiated.

Contractor will defend and/or settle any claims against the State, to the extent permitted by the Minnesota Attorney General's Office, that allege that a Contractor branded product or service as supplied under this Contract infringes the intellectual property rights of a third party. Contractor will rely on the State's prompt notification of the claim and cooperation with our defense. Contractor may modify the product or service so as to be non-infringing and materially equivalent, or it may procure a license. If these options are not available, Contractor will refund to the State the amount paid for the affected product in the first year or the depreciated value thereafter or, for support services, the balance of any pre-paid amount or, for professional services, the amount paid. Contractor is not responsible for claims resulting from any State unauthorized use of the products or services. This section shall also apply to deliverables identified as such in the relevant Supporting Material except that Contractor is not responsible for claims resulting from deliverables content or design provided by the State. "Supporting Material" may include (as examples) product lists, hardware or software specifications, standard or negotiated service descriptions, data sheets and their supplements, and statements of work (SOW), published warranties and service level agreements, and may be available to the State in hard copy or by accessing a designated Contractor website.

41. Products Containing Certain Types of Polybrominated Diphenyl Ether Banned.

By signing and submitting a response to this RFP/Event, Contractor/Responder certifies that they have read and will comply with Minn. Stat. §§ 325E.385-325E.388.

42. E-Verify Certification.

By submission of a response for services in excess of \$50,000, the Contractor certifies that as of the date of services performed on behalf of the State, the Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. This is required by Minn. Stat. § 16C.075. In the event of contract award, the Contractor shall be responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available on our OSP website. All subcontractor certifications must be kept on file with the Contractor and made available to the State upon request.

43. Products Containing Triclosan Banned.

By signing and submitting a response to this solicitation, Contractor/Responder certifies that their products offered and sold under a State contract do not contain triclosan pursuant to the State Sustainability Plan that is required by Executive Order 11-13 and detailed in the Updated Model Sustainability Plan Targets adopted by the Inter-agency Pollution Prevention Advisory Team on February 28, 2013.

44. State's Non-indemnification.

Nothing herein, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Contractor, Contractor's subcontractors, or Contractor's agents. This shall extend to all agreements related to the subject matter of this RFP, and to all terms subsequently added, without regard to order of precedence.

45. Certification of Nondiscrimination (in accordance with Minn. Stat. § 16C.053).

The following term applies to any contract for which the value, including all extensions, is \$50,000 or more: Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

46. Administrative Fee.

On a quarterly basis, the Contractor shall return to the Department of Administration, Materials Management Division, a fee of 1% (.01 multiplication factor) of the total sales during that quarter, to assist with the cost of administering the Contract. The fee shall be remitted to the State within thirty (30) days of the end of the quarter. The quarter periods are January 1 to March 31, April 1 to June 30, July 1 to September 30, and October 1 to December 31 of any given year. The Contractor must provide a report detailing the total sales to State agencies and CPV members. The report must be submitted with the check on or before the required 30 days after the end of the quarter.

The State reserves the right, at any time during the Contract period, to amend the Contract to change or add fees. This may include fees directed to the Department of Administration, Materials Management Division, Office of Enterprise Technology or other state entities. The reporting requirements and amount of the fee will be specified in the Contract amendment. The Contractor will be allowed to adjust the Contract pricing up to the percentage of any additional fee(s).

47. Administrative Personnel and Changes.

The Contractor must notify the AMS of changes in the Contractor's key administrative personnel, in advance and in writing. Any employee of Contractor, who, in the opinion of the State of Minnesota, is unacceptable, shall be removed from the project upon written notice to the Contractor. If an employee is removed pursuant to a written request from the Acquisition Management Specialist, the Contractor shall have ten (10) working days in which to fill the vacancy with an acceptable employee.

48. Contractor Personnel and Project Management.

If the need arises to add to or remove any of the Contractor's personnel, whether permanently or temporarily, the Contractor must provide written notification two (2) weeks in advance to the Acquisition Management Specialist. This notice is only required if the change is for more than ten (10) consecutive work days excluding normal vacation leave. If the Contractor is adding personnel, the written notification should include the proposed individual's name and his or her resume. If the AMS does not approve the proposed change(s), the AMS will respond in writing within two (2) weeks.

49. Funding Out Clause.

Notwithstanding any other cancellation clauses, the State may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature beyond June 30, or from another funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the goods or services in the Contract, whether due to a lack of direct funding or agency reallocation of funding, or if operations of any paying entity are being discontinued. The State must provide the Contractor with notice within a reasonable time after the decision is made to terminate the Contract. Termination will be by written or fax notice to the Contractor. The State is not obligated to pay for any goods or service accepted or provided after notice and effective date of termination. However, the Contractor will be entitled to payment for goods or services accepted or satisfactorily performed up until the effective date of the termination. The State will not be assessed any penalty if the Contract is terminated in accordance with this section.

50. Cooperative Purchasing Venture (CPV) Members.

The Contract will also be available to all CPV members. Minn. Stat. § 16C.03, subd. 10 authorizes the State, acting through its Office of State Procurement, to enter into purchasing agreements with one or more governmental units and other entities allowable by law, as described in Minn. Stat. § 471.59, subd. 1, to exercise jointly the purchasing powers and functions each holds individually. This authority is referred to as the Cooperative Purchasing Venture program. For more information, see State Web site: www.mmd.admin.state.mn.us.

The Contractor agrees to provide the contract to CPV members at the same prices, terms, conditions, and specifications.

51. Award of Related Contracts. As Negotiated.

In the event the State undertakes or awards supplemental Contracts for work related to the Contract or any portion thereof, the Contractor shall reasonably cooperate with all other Contractors and the State in all such cases. All contracts between subcontractors and the Contractor shall include a provision requiring compliance with this section.

52. Buying "Off" Contract.

This Contract does not prohibit State agencies from using their delegated local purchasing authority to procure similar goods and services from other vendors.

53. Additional Items.

The State reserves the right to add additional items or related technology through a duly executed amendment to the Contract.

54. Award of Successor Contracts.

In the event the State undertakes or awards a successor Contract for work related to the Contract or any portion thereof, the current Contractor shall cooperate fully during the transition with all other Contractors and the State in all such cases. All Contracts between subcontractors and the Contractor shall include a provision requiring compliance with this section.

55. IT Accessibility Standard.

The State of Minnesota requires all information and communication technology (ICT) products or services to support the [Minnesota IT Accessibility Standard](#). The standard, effective September 1, 2010, entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508. [Select this link to view a PDF of the standard](#). All contracted products and services must include documentation of how they support the standard.

The Standards apply to web sites, software applications, electronic reports and output documentation, training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), among others. As upgrades are made to the software/products/subscriptions available through this Contract, the Contractor

agrees to develop functionality which supports accessibility. If any issues arise due to nonconformance with the above-mentioned accessibility Standards, the Contractor agrees to provide alternative solutions upon request at no additional charge to the State.

Product Accessibility Information. By law, the State of Minnesota buyers MUST make purchasing decisions based on the accessibility of applicable IT products. The State of Minnesota buyers go to Contractor's web site to select IT products. In order for State buyers to make these decisions, they need information about the accessibility of IT products, which is achieved by reviewing a Voluntary Product Accessibility Template (VPAT®). [Download the 508 VPAT v2.3 \(Word\)](#) or visit the [ITIC VPAT page](#) to review the available VPATs®.

The State is not requiring product accessibility information for all products on Contractor's web site. Accessibility information is only required for IT products that are available for purchase under state contract.

As Contractor adds new products to its catalog, the State will require valid VPATs® for each product. After the first six (6) months of the Contract, the State reserves the right to suspend or cancel the Contract if new product accessibility information is not available when added to the contract.

56. Subcontractor Payment.

In accordance with Minn. Stat. § 16A.1245, the Contractor shall, within ten (10) days of receipt of payment from the State, pay all subcontractors and suppliers having an interest in the Contract their share of the payment for undisputed services provided by the subcontractors or suppliers. The Contractor is required to pay interest of 1.5 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid, undisputed balance of \$100 or more will be \$10. For an unpaid balance of less than \$100, the amount will be the actual penalty due. A subcontractor that takes civil action against the Contractor to collect interest penalties and prevails will be entitled to its costs and disbursements, including attorney's fees that were incurred in bringing the action. The Contractor agrees to take all steps necessary to comply with said statute. A consultant is a subcontractor under the Contract. In the event the Contractor fails to make timely payments to a subcontractor or supplier, the State may, at its sole option and discretion, pay a subcontractor or supplier any amounts due from the Contractor and deduct said payment from any remaining amounts due the Contractor. Before any such payment is made to a subcontractor or supplier, the State shall provide the Contractor written notice that payment will be made directly to a subcontractor or supplier. If there are no remaining outstanding payments to the Contractor, the State shall have no obligation to pay or to see to the payment of money to a subcontractor except as may otherwise be required by law.

57. Purchasing Cards.

Contractors will accept a purchasing card for order placement in addition to accepting a purchase order, without passing the processing fees for the purchasing card back to the State. The State's single purchase limit is \$5,000 on the purchasing card, but it may be increased with the State's and the Contractor's approval.

58. Printers and Multi-Functional Devices.

The Contractor must indicate in the catalog or other marketing materials if the product will not operate, is not intended to operate, or will not operate under full manufacturer's warranty, using paper with a post-consumer recycled content. If marketing material is silent about using recycled content paper, the Contractor agrees that the product meets or exceeds the State's requirements.

59. Reseller/Agent Participation and Compliance. As Negotiated.

The Contractor will either sell direct or may utilize a defined list of Reseller/Agent(s). The Reseller/Agent(s) are agents of the Contractor, not the State. Subject to the terms and pricing of this Contract, Resellers (as approved by the State and Contractor), and as defined below, may participate as follows:

- a. Participation: For purchases under this Contract of products and support (excluding managed print services), Resellers are eligible to issue quotes, accept and fulfill purchase orders, issue corresponding invoices for the products and support purchased hereunder, and process payments. The State's right to purchase products and support from any approved Reseller under this Contract will terminate automatically:
- (1) upon the expiration or termination of this Contract;
 - (2) Reseller ceases to be an authorized reseller of Contractor products and/or services hereunder;
 - (3) Contractor's termination of the Reseller's Indirect Agreement with Contractor specific to this Contract;
 - (4) Contractor's termination of the Reseller's Business Agreement with Contractor; or
 - (5) The State rescinds its approval of the Reseller for this Agreement.
- b. Definition: "Reseller" means a third party authorized by Contractor in a certain geography or group of geographies to purchase certain products and services as a first tier reseller directly from Contractor, or an Authorized Contractor Distribution partner, for resale to the State and its participating entities, subject to the terms, conditions, and pricing of this Contract.

The Contractor must have a training program and also a contractual agreement with these defined Reseller/Agent(s). Such training and contractual agreement must include, but is not limited to, Reseller/Agent's responsibilities and compliance with applicable State and Federal laws, including but not limited to the Minnesota Government Data Practices Act, FERPA, HIPAA, Worker's Compensation etc. The Contractor is liable and responsible for its Reseller/Agent(s) compliance with such laws. Contractor Vendor is also responsible and liable for its Reseller/Agent(s)' compliance with the specifications, warranties, and requirements contained in the written contract between the Contractor and the State. All sales initiated by a Reseller/Agent must be clearly defined in the State's required reports, including but not limited to administration fees payable to the State.

60. Professional/Technical (P/T) Services.

For State Agencies only - "Professional or technical services" means services that are intellectual in character, including consultation, analysis, evaluation, prediction, planning, programming, or recommendation, and result in the production of a report or the completion of a task (Per Minn. Stat. § 16C.08.).

Professional/Technical Services must be related to the equipment and/or software purchased from this Contract, or a Contract with the same scope, and is limited to \$25,000.00 per project. The State reserves the right to modify this limit during the life of the Contract. Based on the size, scope and complexity of the project, the State (Department of Administration, Office of State Procurement) reserves the right, on a case by case basis, to approve dollar limits exceeding \$25,000.00 per project. Professional/Technical Services above the \$25,000.00 limit must be related to the said project. Agencies must complete a Professional/Technical two-signature work order document, enter a Master Work Order (MWK doc type) in the SWIFT Contract Entry module, process a Work Order Certification Form, and create a SWIFT Purchase Order against the MWK Contract for the complete order: equipment and P/T Services.

61. Non-Professional Services.

For State Agencies, there will be a ceiling of \$25,000.00 per project. The State reserves the right to change this value at any time or grant a written exception to the Agency by State Contract Administrator.

62. Order Requirements.

The terms and conditions of the contract shall govern all orders issued. Ordering entities will be required to incorporate by reference the terms of the resulting contract into any purchase order or other related ordering document. Except for product or service descriptions, quantities, pricing, and delivery instructions, or as agreed in an ordering document signed by both parties, all terms included in any ordering document are void and of no effect. Any modification or amendment to this contract must be in writing and signed by the Contractor and the State.

63. Diverse Spend Reporting.

If the total value of your Contract may exceed \$500,000.00, including all extension options, you must track and report, on a quarterly basis, the amount paid to diverse businesses both: 1) directly to subcontractors performing under the Contract, and 2) indirectly to diverse businesses that provide supplies/services to your company (in proportion to the revenue from this Contract compared to your company's overall revenue). When this applies, you will be set up in a free portal to help report the Tier 2 diverse spend, and the requirement continues as long as the contract is in effect.

64. Security and Data Protection.

Contractor is responsible for the security and protection of State data subject to and related to Cloud Services in this Contract/Agreement. The terms, conditions, and provisions of this Security and Data Protection section take precedence and will prevail over any other terms, conditions, and provisions of the Contract/Agreement, if in conflict. This Security and Data Protection section, including its sub-sections, survives the completion, termination, expiration, or cancellation of the Contract/Agreement.

For the purposes of this Security and Data Protection section, the following terms have the following meanings:

"Cloud Services" includes "cloud computing" as defined by the U.S. Department of Commerce, NIST Special Publication 800-145 (currently available online at: <http://nvlpubs.nist.gov/nistpubs/Legacy/SP/nistspecialpublication800-145.pdf>) and any other software, hardware, hosting service, subscription, or other service or product by which Contractor stores, transmits, processes or otherwise has access to State data.

"State" means the State of Minnesota, or a cooperative purchasing venture ("CPV") member when the CPV member is the purchasing entity (if CPV purchases are permitted under this Contract/Agreement).

"Data" has the meaning of "government data" in Minnesota Statutes section 13.02, subdivision 7.

"Not public data" has the meaning in Minnesota Statutes section 13.02, subdivision 8a.

"Security incident" means any actual, successful or suspected: (1) improper or unauthorized access to, viewing of, obtaining of, acquisition of, use of, disclosure of, modification of, alteration to, loss of, damage to or destruction of State data; (2) interference with an information system; (3) disruption of or to Contractor's service(s); or (4) any similar or related incident.

"Privacy incident" means violation of the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13); violation of federal data disclosure or privacy requirements in federal laws, rules and regulations; and/or breach of a contractual obligation to protect State data. This includes, but is not limited to, improper or unauthorized access to, viewing of, obtaining of, acquisition of, use of, disclosure of, damage to, loss of, modification of, alteration to or destruction of State data protected by such State or federal laws or by contract.

a. Data Ownership. The State solely and exclusively owns and retains all right, title, and interest, whether express or implied, in and to any and all State data. Contractor has no and acquires no right, title or interest, whether express or implied, in and to State data.

Contractor will only use State data for the purposes set forth in the Contract/Agreement. Contractor will only access State data as necessary for performance of this Contract/Agreement. Contractor will not access State user accounts except to respond to service or technical problems or at the State's specific request.

All State data, including copies, summaries and derivative works thereof, must be remitted, in a mutually agreeable format and media, to the State by the Contractor upon request or upon completion, termination or cancellation of the Contract/Agreement. The foregoing sentence does not apply if the State Chief Information Security Officer or delegate authorizes in writing the Contractor to sanitize and/or destroy the data and the Contractor certifies in writing the sanitization and/or destruction of the data. Within ninety (90) days following any remittance of State data to the State, Contractor shall, unless otherwise instructed by the State in writing, sanitize and/or destroy any remaining data and certify in writing that the sanitization and/or destruction of the data has occurred. Any such remittance, sanitization or destruction will be at the Contractor's sole cost and expense.

In the event Contractor receives a request to release any State data, Contractor must immediately notify the State's data practices compliance official. The State will give Contractor instructions concerning the release of the data to the requesting party before the data is released. Contractor must comply with the State's instructions. The civil remedies of Minnesota Statutes section 13.08 apply to the release of the data by Contractor.

b. Notification of Incidents. If Contractor becomes aware of or has reasonable suspicion of a privacy incident or security incident regarding any State data, Contractor must report such incident to the State and the State Chief Information Security Officer as soon as possible, but no later than twenty-four (24) hours after such incident. The decision to notify the affected data subjects and the form of such notice following report of a privacy incident or security incident are the responsibility of the State. Notwithstanding anything to the contrary in this Contract/Agreement, Contractor will indemnify, hold harmless and defend the State and its officers, and employees for and against any claims, damages, costs and expenses related to any privacy incident or security incident involving any State data. For purposes of clarification, the foregoing sentence shall in no way limit or diminish Contractor's obligation(s) to indemnify, save, hold harmless, or defend the State under any other term of this Contract. Contractor will reasonably mitigate any harmful effects resulting from any privacy incident or security incident involving any State data.

c. Security Program. Contractor will make best efforts to protect and secure the State data related to this Contract/Agreement. Contractor will establish and maintain an Information Security Program ("Program") that includes an information security policy applicable to any and all Cloud Services ("Policy"). Contractor's Program and Policy must align with appropriate industry security frameworks and standards such as National Institute of Standards and Technology ("NIST") 800-53 Special Publication Revision 4, Federal Information Processing Standards ("FIPS") 199, Federal Risk and Authorization Management Program ("FedRamp"), or Control Objectives for Information and Related Technology ("COBIT").

Upon the State's request, Contractor will make its Policy available to the State on a confidential, need-to-know basis, along with other related information reasonably requested by the State regarding Contractor's security practices and policies. Unless inconsistent with applicable laws, Contractor and the State must treat the Policy and related information on security practices and policies that are specific to the State as confidential information and as not public data pursuant to Minnesota Statutes section 13.37.

d. Data Management. Contractor will not use State data, including production data, for testing or development purposes unless authorized in writing by the State Chief Information Security Officer or delegate. Contractor will implement and maintain procedures to physically and logically segregate State data, unless otherwise explicitly authorized by the State Chief Information Security Officer or delegate.

e. Data Encryption. Contractor must encrypt all State data at rest and in transit, in compliance with FIPS Publication 140-2 or applicable law, regulation or rule, whichever is a higher standard. All encryption keys must be unique to State data. Contractor will secure and protect all encryption keys to State data. Encryption keys to State data will only be accessed by Contractor as necessary for performance of this Contract/Agreement.

f. Data Storage. Contractor warrants that any and all State data will be stored, processed, and maintained solely on designated servers and that no such data at any time will be processed on or transferred to any portable computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recovery processes.

g. Data Center and Monitoring/Support Locations. During the term of the Contract/Agreement, Contractor will: (1) locate all production and disaster recovery data centers that store, process or transmit State data only in the continental United States, (2) store, process and transmit State data only in the continental United States, and (3) locate all monitoring and support of all Cloud Services only in the continental United States. The State has the right to on-site visits and reasonable inspection of the data centers upon notice to Contractor of seven (7) calendar days prior to visit.

h. Security Audits & Remediation. Contractor will audit the security of the systems and processes used to provide any and all Cloud Services, including those of the data centers used by Contractor to provide any and all Cloud Services to the State. This security audit: (1) will be performed at least once every calendar year beginning with 2016; (2) will be performed according Statement on Standards for Attestation Engagements ("SSAE") 16 Service Organization Control ("SOC") 2, International Organization for Standardization ("ISO") 27001, or FedRAMP; (3) will be performed by third party security professionals at Contractor's election and expense; (4) will result in the generation of an audit report ("Contractor Audit Report"), which will, to the extent permitted by applicable law, be deemed confidential information and as not public data under the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13); and (5) may be performed for other purposes in addition to satisfying this section.

Upon the State's reasonable, advance written request, Contractor will provide to the State a copy of the Contractor Audit Report.

Contractor will make best efforts to remediate any control deficiencies identified in the Contractor Audit Report in a commercially reasonable timeframe.

If the State becomes aware of any other Contractor controls that do not substantially meet the State's requirements, the State may request remediation from Contractor. Contractor will make best efforts to remediate any control deficiencies identified by the State or known by Contractor, in a commercially reasonable timeframe.

i. Subcontractors and Third Parties. Contractor warrants that no State data will be transmitted, exchanged or otherwise provided to other parties except as specifically agreed to in writing by the State Chief Information Security Officer or delegate. Contractor must ensure that any contractors, subcontractors, agents and others to whom it provides State data, agree in writing to be bound by the same restrictions and conditions under this Contract/Agreement that apply to Contractor with respect to such data.

j. Compliance with Data Privacy and Security Laws and Standards. Contractor shall comply with all applicable State and federal data privacy and data security laws, rules, and regulations.

k. Remedies. Contractor acknowledges that the State, because of the unique nature of its data, would suffer irreparable harm in the event that Contractor breaches its obligation under this Security and Data Protection section, and monetary damages may not adequately compensate the State for such a breach. In such circumstances, the State will be entitled, in addition to monetary relief, to injunctive relief or specific performance as may be necessary to restrain any continuing or further breach by Contractor, without showing or proving any actual damages sustained by the State.

l. Business Continuity. Contractor shall have written business continuity and disaster recovery plans that define the roles, responsibilities and procedures necessary to ensure that Cloud Services provided under this Contract/Agreement shall be maintained continuously in the event of a disruption to the Contractor's operations, regardless of the cause of the disruption. Such plans must, at a minimum, define the Contractor's actions to address the impacts of the following key areas likely to cause a disruption to Contractor's operations: loss of key personnel, loss of facility, and loss of information technology. Contractor must conduct testing and review of its business continuity and disaster recovery plan at least annually. Upon State request, Contractor must also participate, at mutually agreed upon times, in State business continuity and disaster recovery testing, training, and exercise activities.

Any term or condition that allows the Contractor to terminate the Contract/Agreement for any or no reason (i.e., termination for convenience) is null and void. In the event of termination or cancellation of this Contract/Agreement for any reason, the Contractor shall continue to provide any then-existing Cloud Services for as long as the State needs to transfer its data, software and other assets to an alternate service or service provider. After any such termination or cancellation, the State may purchase the continuing Cloud Services at the pricing in effect prior to such termination or cancellation. The fee for any such purchase shall be prorated for the period of time needed, as determined by the State, and shall be reduced by the amount paid for Cloud Services that were not used prior to such termination or cancellation. The amount of any such fee reduction shall be determined on a pro-rata basis. The Contractor shall refund to the State any unused portion of payments for Cloud Services.

m. Background Checks. Contractor represents that it has conducted and will conduct background investigations into all of Contractor's agents, employees, and subcontractors that will provide Cloud Services to the State. Such background investigations must have been or will be conducted by investigating local, state and federal criminal records, local, state and federal civil case records, and employment references.

If any provision of this sub-section is found to violate any applicable laws, rules, or State policies, then the Contractor will be relieved of all obligations arising under such provision. Notwithstanding anything to the contrary in this sub-section, this sub-section is only applicable and effective to extent that it is consistent with applicable laws, rules, and State policies.

n. Secure Coding. Contractor warrants that all Cloud Services are free from any and all defects in materials, workmanship, and design. Contractor warrants that all Cloud Services are free from any and all viruses, malware, and other harmful or malicious code. Contractor must scan all source code for vulnerabilities, including before and after any source code changes are made and again before being placed into production, and must promptly remediate any and all vulnerabilities. Contractor must follow best practices for application code review and the most current version of the OWASP top 10.

65. Compliance with Data Privacy and Security Laws and Standards.

Contractor must comply with all requirements, restrictions, and conditions that apply to the Office of MN.IT Services in the July 1, 2015, Amended MNSure Data Sharing Agreement, currently available at <https://www.mnsure.org/images/MNIT-MNSure-data-sharing-agreement-2015-07.pdf>, and as amended. This document, as amended, is fully incorporated herein.

Contractor shall comply with the Health Insurance Portability Accountability Act ("HIPAA"), the HITECH Act, and other similar privacy laws. Contractor also shall comply with the HIPAA Privacy Rule, HIPAA Security Rule, and other similar rules, regulations, and laws, including future amendments thereto.

Contractor shall comply with all applicable requirements, restrictions, and conditions set forth in the Criminal Justice Information Services ("CJIS") – Security Policy, Version 5.3, dated 8/4/2014, including, but not limited to,

conducting FBI fingerprint background checks on all of Contractor's agents, employees, and subcontractors that have or will have access to Criminal Justice Information ("CJI").

Contractor acknowledges that for the purposes of this Contract/Agreement when storing, processing, transmitting or otherwise accessing State data subject to the Family Educational Rights and Privacy Act ("FERPA"), it is designated as a "school official" with "legitimate educational interests" in State data and associated metadata, as those terms have been defined under FERPA and its implementing regulations, and Contractor agrees to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials. Contractor shall use State data only for the purpose of fulfilling its duties under the Contract/Agreement and it will not monitor or share such data with or disclose it to any third party except as provided for in this Contract/Agreement, as required by law, or as authorized in writing by the State. By way of illustration and not of limitation, Contractor will not use such data for Contractor's own benefit and, in particular, will not engage in "data mining" of such data or communications, whether through automated or human means, except as necessary to fulfill its duties under this Contract/Agreement, or as specifically and expressly provided for in this Contract/Agreement, as required by law, or authorized in writing by the State. Contractor agrees, upon request, to provide the State with a written summary of the procedures Contractor uses to safeguard State data.

All of Contractor's systems and components that process, store, or transmit Cardholder Data shall comply with the then most recent version of the Payment Card Industry Data Security Standard ("PCI DSS") promulgated by the PCI Security Standards Council. The Contractor shall, upon request, provide the State with Contractor's current Attestation of Compliance signed by a PCI QSA ("Qualified Security Assessor"). For purposes of this subsection, "Cardholder Data" has the meaning defined by the PCI Security Standards Council, Payment Card Industry (PCI) Data Security Standard (DSS) and Payment Application Data Security Standard (PA-DSS), Glossary of Terms, Abbreviations, and Acronyms, Version 3.0, January 2014, currently available online at: https://www.pcisecuritystandards.org/documents/PCI_DSS_Glossary_v3.pdf.

Contractor shall comply with IRS Publication 1075, Exhibit 7, which is incorporated herein.

For the term of this Contract/Agreement, Contractor will maintain a provisional Authority to Operate (ATO) at the Moderate Level from the Federal Risk and Authorization Management Program (FedRAMP) Joint Authorization Board (JAB) or Federal Agency for any and all Cloud Services provided under this Contract/Agreement.

For the term of this Contract/Agreement, Contractor will maintain an ISO 27001 Certification for any and all Cloud Services provided under this Contract/Agreement.

66. Survivability of Orders.

In the event the term of any order or Professional/Technical Services work order ("Order") placed under this Contract extends past the termination or expiration of this Contract, the terms and conditions of this Contract shall remain in full force and effect as it applies to such order and will continue in effect for such order until the term of that order expires or the order is cancelled or terminated in accordance with the terms of this Contract.

67. Contractor's Documents.

Any licensing and maintenance agreement, or any order-specific agreement or document, including any pre-installation, linked or "click through" agreement that is allowed by, referenced within or incorporated within the Contract whenever the Contract is used for a State procurement, whether directly by the Contractor or through a Contractor's agent, subcontractor or reseller, is agreed to only to the extent the terms within any such agreement or document do not conflict with the Contract or applicable Minnesota or Federal law, and only to the extent that the terms do not modify, diminish or derogate the terms of the Contract or create an additional financial obligation to the State. Any such agreement or document must not be construed to deprive the State of its sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions or limitations of

liability applicable to this Contract or afforded to the State by Minnesota law. A State employee's decision to choose "accept" or an equivalent option associated with a "click-through" agreement does not constitute the State's concurrence or acceptance of terms, if such terms are in conflict with this section.

68. Security Disclosure to CPV Members.

As part of any Contractor's proposal/quote and prior to purchase, the Contractor must provide written notice to any Cooperative Purchasing Venture (CPV) entity purchasing cloud services. The notice must state that the State makes no assurance of the security and protection of their data in the Cloud Computing environment. The State encourages entities to conduct their own risk analysis prior to using this Contract. The written notice must be signed by the entity acknowledging receipt of the notice and the reseller must retain the signed written notice for a minimum period of six (6) years after the purchase. The signed written notice, or copy, must be made available to the State, including the Office of MN.IT Services, upon request. The State has developed the written notice document, which is attached herein as Minnesota Exhibit B. The Contractor is not required to provide notice to and obtain signature from the same entity more than once within the term of this contract for a particular cloud service. The Contractor is not required to provide notice to the Office of MNIT Services.

69. Sustainability Reporting.

The Contractor shall register with, and submit reports to, the State of Minnesota Contract Compliance Management System.

The Contractor must submit quarterly reports. Use of the new CCMS System will apply to vendors' environmental/sustainability reports starting March 1, 2021. On a quarterly basis, the Contractor shall submit their reports within 30 days of the end of the State of Minnesota fiscal quarter. The quarter periods are July 1 to September 30 (1st Quarter), October 1 to December 31 (2nd Quarter), January 1 to March 31 (3rd Quarter), and April 1 to June 30 (4th Quarter). Your first quarterly report will be due no later than April 30, 2021.

70. Excessive Installation Charges.

Contractor may charge for excessive installation requirements, including rigging, access alterations, and access to non-ground floors via stairs. Any such excessive installation charges must be quoted to the Purchasing Entity on a "not to exceed" basis prior to the signature of any Order. Actual charges shall be based on the actual expenditures of Contractor or Authorized Dealer, but not to exceed the quoted amount. Freight charges are not allowed, only the excessive installation requirements as stated.

Exhibit B: Insurance Requirements

1. Notice to Contractor.

- 1.1 The Contractor is required to submit Certificates of Insurance acceptable to the State as evidence of insurance coverage requirements prior to commencing work under this Contract.
- 1.2 Contractor shall not commence work under the contract until they have obtained all the insurance described below and the State has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of this Contract, unless otherwise specified in this Contract.
- 1.3 The failure of the Contractor to provide a Certificate of Insurance, for the policies required under this Contract or renewals thereof, or failure of the insurance company to notify the State of the cancellation of policies required under this Contract shall not constitute a waiver by the State to the Contractor to provide such insurance.
- 1.4 The State reserves the right to immediately terminate this Contract if the Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Contractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's Authorized Representative upon written request.

2. Notice to Insurer.

- 2.1 The Contractor's insurance company(ies) waives its right to assert the immunity of the State as a defense to any claims made under said insurance.
- 2.2 Insurance certificate holder should be addressed as follows:

State of Minnesota
50 Sherburne Avenue, Room 112
St. Paul, MN 55155

3. Additional Insurance Conditions. The following apply to the Contractor, or the Contractor's subcontractor:

- 3.1 Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State with respect to any claim arising out of Contractor's performance under this Contract.
- 3.2 If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State;
- 3.3 Contractor is responsible for payment of Contract related insurance premiums and deductibles;
- 3.4 If Contractor is self-insured, a Certificate of Self-Insurance must be attached;
- 3.5 Contractor's policy(ies) shall include legal defense fees in addition to its policy limits with the exception of professional liability.
- 3.6 Contractor's insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota or (2) be domiciled in

the State of Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best.

3.7 An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

3 Coverages. Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

3.1 Commercial General Liability Insurance. Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance minimum limits are as follows:

\$2,000,000 – per occurrence
\$2,000,000 – annual aggregate
\$2,000,000 – annual aggregate – applying to Products/Completed Operations

The following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability
- Other; if applicable, please list _____
- **State of Minnesota named as an Additional Insured**, to the extent permitted by law

3.2 Commercial Automobile Liability Insurance. Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this contract, and in case any work is subcontracted the contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance minimum limits are as follows:

\$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage.

In addition, the following coverages should be included: Owned, Hired, and Non-owned Automobile.

Evidence of Subcontractor insurance shall be filed with the Contractor.

3.3 Workers' Compensation Insurance. Statutory Compensation Coverage. Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State, including Coverage B, Employer's Liability. Insurance **minimum** limits are as follows:

\$100,000 – Bodily Injury by Disease per employee
\$500,000 – Bodily Injury by Disease aggregate
\$100,000 – Bodily Injury by Accident

If Minn. Stat. § 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements.

If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the State with a certificate of insurance.

3.4 Network Security and Privacy Liability Insurance (or equivalent). The coverage may be endorsed on another form of liability coverage or written on a standalone policy. Contractor shall maintain insurance to cover claims which may arise from failure of Contractor'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. Insurance minimum limits are as follows:

\$2,000,000 per occurrence
\$2,000,000 annual aggregate

The following coverage shall be included: State of Minnesota named as an Additional Insured unless the coverage is written under a Professional Liability policy.

Exhibit C: Specifications, Duties, and Scope of Work

Exhibit C includes the specifications from the Special Terms, Conditions, and Specifications of the RFP and Appendix F from Contractor's response.

C. SCOPE OF WORK

Contractor **MUST** provide Statewide Distribution and Service of the equipment that will meet the needs of State agencies and Political Subdivisions that are members of the State's Cooperative Purchasing Venture (CPV) program. To view a list of current CPV members see <http://www.mmd.admin.state.mn.us/process/cpv/CPVMemberList.asp>

Contractor will provide, warrant, and offer maintenance services on **ALL** products included under this Contact.

- The Manufacturer must provide direct un-infringed unlimited USA OEM warranties on the products.
- The Manufacturer's name(s) shall appear on the equipment.
- The Contractor agrees to take legal responsibility for the warranty and maintenance of all products furnished under this Agreement.
- Delivery, support, warranty, and maintenance may be provided by the Contractor using Agents/Reseller/Agents.
- The Contractor is responsible for the timeliness and quality of all services provided by individual Reseller/Agents.

Contractor and its Agents/Reseller/Agents will be expected to assist Customers in their selection process by:

1. Providing Customers with equipment demonstration;
2. Best practice information;
3. Managed print expertise;
4. Specifications;
5. Volume capabilities; and
6. Technical expertise, including system integration requirements when connecting to an existing network.

Contractors and Reseller/Agents are prohibited from presenting any other terms and conditions to Customers as a condition of fulfilling a Customer order unless specifically requested under the Contract.

D. EQUIPMENT OFFERED

The Contract will be for Digital Black & White and Color Multifunction Devices (MFDs) as listed on Buyers Laboratory Inc.'s (BLI) website.

1. MANUFACTURING STATUS. The manufacturing status may be one of the following:

- a. **NEW:** Multifunction Devices which have not been used and are currently marketed by the Manufacturer.
- b. **FACTORY-PRODUCED NEW MODEL:** Multifunction Devices converted to New Model status, which maintains features and/or functions of the previous model and adds new features and/or functions not available on the previous model. A new model has been disassembled to predetermined standard and is given a new serial number.
- c. **REMANUFACTURED:** Multifunction Devices that “undergo extensive refurbishing after a period of use before they are offered for resale or rental and the features, functions and model number remain the same.” Remanufacturing must be done by the OEM, not the Reseller/Agent.
- d. **RECONDITIONED** (also listed as Refurbished or Rebuilt): Unlike remanufactured units, “reconditioned Multifunction Devices do not undergo extensive refurbishing. Instead, preventive maintenance and a general cleaning is performed before the unit is rented.” The following **MUST** be applied with Reconditioned MFDs:
 - Reconditioning of Multifunction Devices **must** be done by the OEM, not the Reseller /Agent;
 - When selling Reconditioned MFD, the OEM **must clearly disclose its status** in the offer/quote (**not** in fine print **or** after the fact);
 - Reconditioned and Remanufactured equipment **must** come with a 90-day warranty, at MINIMUM, stating that it is free from defects in material and workmanship;
 - If defects are identified, the Contractor agrees to repair or replace defective parts promptly on a like-for-like basis without additional cost to the Customer;
 - Any and all items failing during the warranty period will be **replaced promptly free of charge**;
 - Upon significant failure, the warranty period will commence again for a **minimum** of 90 additional days; and
 - Significant failure shall be determined by the AMS.

2. TECHNICAL SPECIFICATIONS.

- a. All equipment **must** be capable of being networked.
- b. Equipment **must** be equipped with the required interface cards and print controllers and be ready to be networked.
- c. The equipment **must** support 1000 base T.
- d. All equipment proposed **must** be IPv6 compatible.
- e. New operating systems, and technologies as they become standard over the term of the Contract, **must** be supported with software and/or hardware upgrades as they become available from the manufacturer.
- f. All devices **must** be able to run with 100% recycled content paper.

3. ENVIRONMENTAL SPECIFICATIONS.

a. REQUIRED:

- i. **EPEAT Registration:** all MFDs offered must be listed as Silver or Gold on EPEAT registry at time of proposal submission.
- ii. **Photoreceptors:** photoreceptors must be free of cadmium, selenium, and lead.

- iii. All devices must be duplex capable.

b. REQUIRED:

On October 11, 2019, the Environmental Protection Agency (EPA) upgraded the Energy Star® Standards from 2.0 to 3.0. See the following link:

https://www.energystar.gov/products/spec/imaging_equipment_specification_version_3_0_pd

- i. All devices proposed must be Energy Star® Standard 2.0 certified.
- ii. At least 50 % of the devices proposed must be Energy Star® Standard 3.0 certified. The remaining devices must be Energy Star® Standard 3.0 certified within 90 days of contract award. Devices not Energy Star® Standard 3.0 certified within 90 days of contract award will be removed from the contract until certified or replaced with a device that is certified and meets the specifications of the segment.

c. PREFERRED:

- i. Registered as meeting these EPEAT Optional criteria:
 - 1) 4.4.2.1 Optional – Product upgradeability.
 - 2) 4.9.3.2 Optional – Manufacturer recycles, or reuses, toner material collected through its cartridge and container take-back program.
- ii. Blue Angel certified.
- iii. **EQUIPMENT ACCESSIBILITY.** A completed VPAT® v/2.3 or equivalent must be available to Customers for each and all Standards program products.
- iv. **FIRMWARE.** New equipment must have the most current “Generally Available” firmware installed before delivery.

SERVICE LEVEL AGREEMENTS (SLA). See Exhibit E, SLA.

E. GENERAL SPECIFICATIONS. As Negotiated.

1. **PURCHASE AGREEMENTS.** Customers may purchase offerings as needed. **Customers will NOT be required to sign any additional Contractor documents (e.g., Quote, service agreement, etc.).** The terms and conditions of Contractor's final award documents will take precedence over any documents presented by Contractor (e.g., Quote, service agreement, etc.). Any Contractor found to be in violation of this Contractual requirement may be held in default of its Contract.
2. **EVALUATION PERIOD.** Customers will evaluate the performance of equipment within the first ninety (90) calendar days after installation. If the MFD performance is unacceptable or improperly sized by Contractor for the volume specified, the Contractor agrees to replace the MFD with another Contract MFD to meet the Customer's needs. If the Contractor does not have a replacement that meets the Customer's needs, the Customer may return the MFD and be reimbursed for rental payments made or the purchase price. This will be done at no cost to the Customer for installation and removal. The Contract purchase or rental costs will change to reflect the cost of the new equipment based on the Contract pricing.

Any and all equipment or accessories failing during the evaluation period will be replaced within eight (8) business hours free of charge. Upon significant failure, the evaluation period will commence again for a minimum ninety (90) additional days upon correction of the significant failure. Significant failure shall be determined by the Customer.

3. **WARRANTY.** Equipment **must** be installed with a 90-day manufacturer's warranty that the equipment is free from defects in material and workmanship. Warranty will begin after completed installation and final acceptance by the Customer. If defects are identified, the Contractor agrees to repair or replace defective parts promptly on a like-for-like basis without additional cost to the Customer. There will be **no maintenance charge** until the 90-day warranty has expired. Responders are expected to consider 90-day warranty as cost savings when calculating their rental and maintenance packages to the State.
4. **DELIVERY, SETUP AND INSTALLATION SUPPORT.** The Contractor **must** make every effort to deliver within fourteen (14) calendar days, but in all cases delivery is required within thirty (30) days ARO, unless approved by Customer. The Contractor or its Reseller/Agent **must** set the device up with Preventive Maintenance notifications turned on and to provide business quality outputs at maximum savings. Any cost saving methods for using the Multifunction Device (MFD) **must** be set up upon install. The Contractor **must** return upon request and resolve issues if these features continue to set back to an unacceptable level. The Contractor **cannot** charge for color copies, when the device has been designated to be installed as black/white (no color). **All costs related to delivery, including but not limited to, removal of any packaging material, installation, surge protection, testing, training, software updates, overwrite/encryption, and installation of new hard drive are to be included in the proposal at no additional charge.**

See **REMOVAL AND HANDLING OF OLD DEVICES, HARD DRIVES, AND CONSUMABLES** and **ENVIRONMENTAL SET UP** below for additional specifications.

The Contractor **must** provide any special electrical requirements with its quote regarding any special wiring required when the wiring for equipment is not the normal 110/15 amp, 3-prong, grounded outlet and/or requires a dedicated line. Special wiring and dedicated lines are the responsibility of the Customer to furnish and install.

Contractor **must** work closely with the Customer technical staff to network and install equipment and **must** be onsite if requested. Connectivity service support is to be available to coordinate installation with Customer personnel and to answer questions and concerns on the equipment installed via phone support at **NO additional cost**.

5. **TRAINING.** Following installation, the Contractor shall provide training sessions to the user's satisfaction for each MFD placement at **NO cost**. Training is defined as online, webinar or in person. The Customer will select the type of training desired. Training is to include, but is not limited to, the basic features and functions of the MFD standard functional use of device to networked users, technical staff advisement on networking and security, and associated websites the entity may need to utilize in managing their account. In-person training **must** be conducted at the Customer's location within two (2) working days of installation or at the request of Customer. Provide description of training options available and a link to any website(s) utilized for training. Follow up or advanced training **must** be provided upon request of the Customer at **NO additional cost**.

The Contractor will provide tools such as online decision trees and training seminars to assist Customers in developing best practices for training. Upon request by Customer, training materials will be provided in an accessible format or interpreters will be provided at **NO additional cost**.

6. **ONGOING SUPPORT.** Service support personnel, knowledgeable in digital equipment and in networking equipment, will be required to provide all necessary maintenance and repair. Software updates and upgrades **must** be included at NO additional cost. Contractor's technical staff must communicate and coordinate with customer's technical staff when updates and upgrades are available. Contractor's technical staff will be available to assist customers with installation of updates and upgrades for manufacturer's software and firmware at NO additional cost, when necessary.

The Contractor **must** provide information on call center locations, technical support that will be provided. Provide contact information for after-hours support, provided 24 hours a day, seven days a week (24/7).

Contractor **must** provide parts and supplies for equipment proposed for a minimum of seven (7) years from the begin date of purchase or rental of equipment. Contractor **must** notify Customer and AMS within ten (10) days when an "End of Life" date has been established by Manufacturer for equipment models.

Agencies and CPV members may require dedicated certified technician(s) to serve larger locations.

7. **THIRD PARTY SOFTWARE.** Contractor will be responsible for on-going support, updates and upgrades of any third-party software included with MFDs. Contractor's technical staff, knowledgeable in digital equipment, networking equipment, and the third-party software will be required to provide support as necessary. Software updates **must** be included at **NO additional cost**. Contractor's technical staff **must** communicate and coordinate with Customer's technical staff when updates and upgrades are available. Contractor's technical staff will be available to assist customers with installation of updates for third-party software at **NO additional cost**, when necessary.
8. **LEMON.** Any equipment that fails to operate in accordance with the Manufacturer's published performance specifications four (4) times in any four-week period or is subject to documented recurring problems shall be **replaced** with a new device at **NO cost** to the Customer. Replacement unit must meet the requirements of the original equipment. The AMS will review Customer requests for the application of this clause and will make a determination regarding its use.

This clause applies to all equipment purchased or rented through this Contract. The application period is up to thirty-six (36) months from the date of installation. **This clause takes precedence over any other warranty or service maintenance clauses associated with this Contract.** For purchased devices, Customers **must** maintain an uninterrupted maintenance agreement with the Contractor for the Lemon Clause to apply past the initial 90-day warranty period.

Failure to comply with the requirements of this clause may be grounds for default.

9. **CONTRACTOR NON-PERFORMANCE. As Negotiated.** Remedies for Contractor nonperformance are in accordance with Exhibit A, Contract Terms clause 16.
10. **EQUIPMENT RELOCATION/TRANSFER:** The Contractor will provide relocation services at **NO charge** for relocations less than 50 miles.
- a. Upon completion of relocation, Contractor will provide a preventive maintenance service call if needed or requested.
 - b. For Customer self-moves, **NO removal or installation charges will be billed** and **NO other fees shall apply.**
 - c. The Contractor is responsible for repairs that may be required following any relocation performed by the Contractor or its Reseller/Agent.
 - d. State will allow flat fee charges for moves of 50 miles or greater.
11. **CONTRACT AMENDMENTS.** State may add additional maintenance models, segments, products, services and/or related technology via duly executed amendment to the Contract by the two parties.
12. **RENTAL AGREEMENTS. As Negotiated.** Customer purchase orders will serve as the Rental Contract agreement. **Customers will NOT be required to sign any additional Contractor or its Reseller/Agent's documents (e.g., Quote, service agreement, etc.** The terms and conditions of Contractor's final award documents will take precedence over any documents presented by Contractor or its Reseller/Agent (e.g., Quote, service agreement, etc.). Any Contractor found to be in violation of this Contractual requirement may be held in default of their Contract.
- i. **RENTAL AGREEMENT PERIOD:** The rental period begins on the date when the MFD is completely installed to the Customer's satisfaction. Rental plans are to be available for 12, 36, 48 and 60 months with each commencing on the date of installation. Maintenance costs will be separate from and NOT included in the rental rate/fee and will be based on a "cost per copy", "low", or "high" basis. All prices/charges under this Contract will be consistent regardless of procurement method.
 - ii. **SHORT-TERM RENTALS:** Short-Term rentals of new, used, refurbished or demo equipment may be put in place for a term not to exceed twelve (12) months. Short-term rental equipment may be demo, used, or refurbished but must be in good operating condition. Short-term rentals will be on an "as-needed" basis and pricing will be negotiated by Customer and Contractor on a case by case basis. Extensions may be granted by the AMS for periods up to six (6) months and must be requested in writing thirty (30) days prior to expiration.
 - iii. **RENTAL EXPIRATION/RENEWAL:** The Contractor will send email notification of the pending end of term at ninety (90) days and again at sixty (60) days prior to the end of rental terms. Customers may choose one of the following options at the end of the term:
 - Returning the device to the Contractor. Customer shall not be responsible for pickup, shipping, transportation, or cleansing/removing hard drive charges to return the equipment to the contractor.

- Continue the placement, but with a lower mutually agreed-upon monthly rental price or for an additional fixed period of time. The lower price must be quoted to the Customer within the email notification.

- iv. **EARLY TERMINATION:** It is the State's intention that Customers complete the terms of each rental as agreed. Customers that wish to terminate a rental plan due to reasons not defined in the Funding Out clause shall be governed by the Termination provision of the Contract and may do so with thirty (30) days' notice.

Customer shall not be liable for any amount remaining on the Purchase Order ("Purchase Order") if the reason for early termination is due to Contractor's default under Exhibit A, Contract Terms clause 16 or such other default provisions as may be in the Purchase Order.

Termination charges **will not apply** to those rental plans when upgrading or downgrading models by the same Manufacturer. The Contract Administrator reserves the right to negotiate the terms of early termination.

- v. **UPGRADE/DOWNGRADES.** For rental equipment, at each 12-month increment during the rental period, the State reserves the right to re-evaluate a Customer's equipment needs. The Customer is allowed to upgrade or downgrade the MFD at this time. The State's estimate of the upgrade/downgrade for the entire enterprise will not exceed two (2) percent. It is the responsibility of the Contractor to track and report upgrades/downgrades to the State in its quarterly report.

13. SECURITY SPECIFICATIONS.

- a. Data sanitization (with intent to reuse):
 - i. Contractor must do data sanitization in accordance with NIST Special Publication 800-88, Guidelines for Media Sanitization (<https://csrc.nist.gov/publications/detail/sp/800-88/rev-1/final>), including provision of certificates of lawful disposal. Detail processes for meeting this specification in the Appendix F, Narrative Responses.
 - ii. Contractor must have electronic media overwrite capabilities including automatic overwrite on a per job basis, on-demand, and scheduled. Provide detailed overwrite capabilities in Appendix F.
- b. Within 24 hours of discovery, the Contractor will provide written notification to AMS and Customer of any electronic media that contained or could have contained Data that has not been properly cleansed while in Contractor's possession.
- c. Contractor will ensure that the proper administrative, physical and technical safeguards are in place to prevent unauthorized access to electronic media that is in the possession of the Contractor, whether such media stored or could have stored Data. These safeguards are subject to initial and periodic review by the MNIT Security Office.
- d. Within 24 hours of discovery, internal or third-party assessments, audits or inspections of the Contractor's, authorized Reseller/Agents, or agent's environments that identify security weaknesses that did or could have put Data at risk of unauthorized access will be reported to the AMS and Customer in writing.

- e. Contractor will comply with all existing Enterprise Security and applicable Customer policies and standards: <https://mn.gov/mnit/government/policies/security/>
Contractor will make reasonable efforts to comply with future Enterprise Security and applicable Customer policies and standards as technology changes. In the event future changes to Enterprise Security and applicable Customer policies and standards result in increased costs, the parties will negotiate in good faith a contract amendment to equitably compensate Contractor for such increased costs, or both parties may mutually agree to amend the contract to restrict new procurements but continue to allow maintenance for products already procured.
- f. **Network Security.** Contractor agrees at all times to maintain network security that minimally includes network firewall provisioning, intrusion detection, and regular third-party penetration testing. Contractor agrees to maintain network security that conforms to one of the following:
 - i. Those standards that the State of MN applies to its own network, as found at https://mn.gov/mnit/assets/enterprise-network-security-standard_tcm38-323785.pdf and elsewhere;
 - ii. Current standards set forth and maintained by the National Institute of Standards and Technology, including those at <http://web.nvd.nist.gov/view/ncp/repository>
- g. Upon sale of equipment, Contractor must verify with the Customer the preferred processes for hardware and data security. Processes may include but will not be limited to the following:
 - i. Cleansing the hard drive (overwrite/encryption) and provision of certification that hard drive has been cleansed.
 - ii. Removal and surrender of hard drive to customer.
 - iii. Removal of all asset tags and identification stickers.

Review the following links for examples of Customer security policies that Contractor will be required to meet during the life of the Contract. Most Customers will have their own security policies and Contractor must familiarize themselves with the security policies of their Customers.

State of Minnesota: <https://mn.gov/mnit/government/policies/security/>

University of Minnesota: <https://it.umn.edu/printers-copiers-multifunction-devices>

14. REMOVAL AND HANDLING OF HARD DRIVES, OLD DEVICES, AND CONSUMABLES. The following specifications apply and are in addition to meeting all the EPEAT criteria.

- a. **HARD DRIVE REMOVAL OR REPLACEMENT AND DATA SECURITY**

Whenever Contractor removes an MFD (owned or rented), or when a hard drive is replaced for any reason while device is in use by a customer, the following security specifications **MUST** be met:

- i. The Contractor must cleanse hard drive at **no charge** prior to removal of MFD devices and provide a certificate verifying the hard drive has been cleansed if required by the Customer.
 - ii. If a new Contractor is removing and disposing of MFD devices, at the Customer's request, the new Contractor is responsible to either cleanse the drive or remove it and give it to the Customer.
 - iii. If the incumbent Contractor removes and disposes of the equipment, the Customer will be responsible to work with the incumbent Contractor to secure the hard drive.
- b. The Contractor **must** comply with MNIT Security Specifications when the Customer is a State agency. Click this link to view State of Minnesota Office of Enterprise Technology, Enterprise Security Information Sanitization and Destruction Standard: https://mn.gov/mnit/images/SEC_S_Information_Sanitization_and_Destruction.pdf
- i. If the Contractor is unable to cleanse the hard drive up to Customer policy/standards, or if the Customer prefers to destroy its own hard drive, the hard drive will be removed by the Contractor and left with the Customer for secure disposal. There will be **NO FEE** associated with this service.

It is PROHIBITED for a Contractor to charge a Customer for a new hard drive to replace the old hard drive that was removed.

Subject to clause 3 Indemnification, Hold Harmless and Limitation of Liability of Exhibit A Contract Terms, Contractor will be responsible for all claims including, but not limited to, compensation and legal expenses for any action taken against the State or CPV Member as a result of the Contractor or its authorized Reseller/Agent improperly securing and/or disposing of hard drives or equipment purchased or rented/leased under this Contract.

- c. REMOVAL OF CUSTOMER-OWNED DEVICES: The Contractor **MUST** follow these procedures:
- i. When placing equipment, Contractor is responsible to manage and **must** pick up the Customer-owned MFD/Printer devices regardless of the brand at no charge to customer.
 - ii. Removed devices of Contractor's own brand **must** be taken back and managed per EPEAT requirements.
- d. REMOVAL OF RENTED DEVICES:
- i. Rented equipment that still contains electronic media that did or could have once been used to electronically store Data, **will NOT be given, sold, or donated to anyone other than the Customer who originally rented the equipment, unless the electronic media has been cleansed according to terms under "HARD DRIVE REMOVAL OR REPLACEMENT AND DATA SECURITY."**

- ii. Contractor must remove rental devices within one (1) week of Customer request of removal or Customer agreed-upon date.
 - iii. Contractor cannot charge for devices after the inactivation date of the device.
 - iv. Failure to remove a device within one week or Customer agreed upon date, may result in removal of the Contractor or its Reseller/Agent or both from the Contract.
- e. CONSUMABLES PICK-UP AND RECYCLE: The Contractor MUST follow these procedures:
- i. Pick up and recycling of toner cartridges and containers, including waste toner containers, is the responsibility of the Contractor , regardless of provided brand. Customers **must** have the ability to return these consumables at **NO extra charge**.
 - ii. When the Contractor provides Customers with consumables, Contractors are required to provide information to Customers on collection programs.

15. ENVIRONMENTAL SET-UP.

- a. ENVIRONMENTAL SET-UP (REQUIRED):
- i. At installation, Contractor or its Reseller/Agent will set equipment to the most environmentally responsible default settings including, but not limited to, the following:
 - 1. Maximum ENERGY STAR energy savings settings
 - 2. Step mode using snooze/sleep modes
 - 3. Default to duplex
 - 4. Default to black/white (for color devices)
 - 5. Color/toner reduction
- b. CONSUMABLES:
- i. Toner Containers (remanufactured or not) **must** meet or exceed OEM cartridge/container specifications or approved remanufactured toner cartridge/container industry standards established by the Standardized Test Methods Committee (STMC), or the latest guidelines adopted by ASTM International for remanufactured or OEM compatible toner cartridges.
 - ii. Toner provided by Contractor **must** be free of carcinogenic, mutagenic, or teratogenic substances.
 - iii. Remanufactured toner cartridges and/or containers are preferred.

F. MAINTENANCE

Maintenance service **must** be provided during core business hours for break-fix, preventive, and emergency services. Core business hours are from 7:00 A.M. through 5:00 P.M. C.T., Monday through Friday, excluding Customer holidays.

1. RESPONSE REQUIREMENTS.

- a. The Contractor's engineer or service technician **must** acknowledge the service request and notify the Customer's contact of the expected arrival time of the engineer or service technician within one (1) hour of the initial service request.
- b. The Contractor's Engineer or Technician must be on-site within four (4) hours of placement of service request.
- c. Within eight (8) hours of the engineer or technician arrival on-site, the equipment will be restored to full operating service or loaner will be provided at **NO additional cost** to the Customer.
- d. If the equipment has not been restored to full operation within four (4) hours after the engineer or service technician's arrival, and it appears that it will take longer, the Contractor Service Manager and the Customer **must** discuss all options and should arrive at a solution acceptable to the Customer prior to engineer or technician leaving the site.
- e. These response requirements apply to all service requests.

2. MAINTENANCE PERSONNEL.

- a. All technicians must be factory trained or certified and authorized by the Manufacturer to perform the services.
- b. The Contractor must also have a certified network engineer available during normal business hours to assist agencies in networking problems.
- c. Technicians must be trained in both mechanical and network servicing of devices.
- d. Upon request, for entities with a large number of devices, Contractor must provide to Customer a proposal for on-site maintenance personnel to accommodate Customer's business critical needs. In certain geographical areas with a concentration of several units, it may make sense for both the Contractor and Customer to have a designated technician for the geographical area.

3. EQUIPMENT MAINTENANCE.

- a. All equipment maintenance and/or replacement must be ON-SITE, unless otherwise approved by the Customer.

4. FIRST CALL EFFECTIVENESS.

- a. First call effectiveness is measured by the Contractor or Reseller/Agent's ability to remedy an issue on the first service call and that no other service calls are placed for that same issue on that same device within ninety (90) days.
- b. The State requires 97% of first service calls to be resolved within one (1) visit.
- c. The Contractor must provide First Call Effectiveness reports available when requested by the Customer.

5. **PREVENTIVE MAINTENANCE.**

- a. Preventive Maintenance notifications must be turned on upon installation.
- b. With each service visit, the State requires Contractors to adhere to the device preventive maintenance schedule each time the unit is repaired.
- c. Parts should be replaced if at or near their replacement period.

6. **EXCESSIVE SERVICE.**

- a. Equipment that develops a trend of requiring excessive service calls, as defined in the Definitions section of the RFP/Event, must be reported by the Contractor to the Customer as the situation warrants.
- b. Should the equipment, any accessories or software become inoperable for a period of eight (8) consecutive working hours, the Contractor must, at the Customer's option, provide at no charge a loaner or accessory of equal capability to the non-performing device or piece of equipment while repairs are being completed.

7. **COMMUNICATION STATUS.** Contractor and its Reseller/Agents **must** provide continued communication regarding downed equipment and network issues. Contractor **must** provide status updates on a schedule acceptable to Customers.

8. **UPTIME.**

- a. 95% uptime is required for all devices.
- b. For any device that does not meet the 95% uptime requirement for a given month, Customer **may** negotiate remedies on a case by case basis.

9. **SOFTWARE UPDATES/UPGRADES.**

- a. Contractor is responsible to provide and install software updates/upgrades to Customer at NO additional cost.
- b. Contractor is required to communicate available updates/upgrades to customer as soon as its general availability date.

G. MANUFACTURER CONTRACT ACCOUNT SUPPORT & SERVICE

The State requires a dedicated Contract Account Executive Team for both sales and support.

1. **MANUFACTURER CONTRACT ACCOUNT EXECUTIVE TEAM.** Utilizing Appendix C, Manufacturer Account Representatives, Contractor MUST identify by name and location the following members of the account team who will be responsible for the performance of this Contract. Contractor must provide contact names, physical locations, email addresses and telephone numbers. Contractors MUST notify the State of any changes in personnel within five (5) business days.
 - a. **Executive Contract Manager.** The Executive Contract Manager **must** be responsible for the following:
 - i. Coordination of all eligible users and the Contractor;
 - ii. Overall coordination of the Contract including, but not limited to, educating the Contractor's team and Reseller/Agents (if applicable) regarding the intricacies of the ensuing Contract; and
 - iii. Relaying changes and clarifications regarding the ensuing Contract to the Contractor's team and Reseller/Agents.
 - b. **Primary Account Manager.** The Primary Account Manager **must** be the central point of contact for the Contractor. The Primary Account Manager is responsible for handling Customer ordering of equipment and services, resolving operational and billing questions, resolving Customer problems/issues, and providing product and technical information and training.
 - c. **Customer Service Manager.** This individual will be responsible for providing services under the Contract, which include, but are not limited to, operational and billing problem resolution, product and technical information and training.
 - d. **Service Manager.** This individual will be responsible for device operational issue resolution and all aspects of service, including but not limited to, service technical allocation, parts inventory, incident follow-up communication, and service-based reporting.
 - e. **Technical Support Manager.** This individual will be responsible for coordination of technical resources tasked with design, installation, and incident resolution regarding technical infrastructure as required by Customer.
 - f. **Reports Coordinator.** The Reports Coordinator is responsible for providing specified reports as requested by Customer.
 - g. **Administration Fee Coordinator.** The Administration Fee Coordinator is responsible for ensuring that quarterly administration fees are submitted on time and that the fee correctly reflects the amount due as determined by all quarterly sales from the resulting Contract.
2. **CONTRACT MANAGEMENT.** The Contractor MUST provide the following under the Contract.
 - a. **Problem Resolution Procedures.** See Exhibit C for problem resolution procedures.
 - b. **Response Time.** Upon notice of a Contract issue or problem, the Contractor (or appropriate representative) **must** respond to the Customer within 24 hours of receipt. Should resolution extend beyond the first 24

hours, Contractor (or appropriate representative) **must** continue to update the Customer daily until resolution is achieved.

c. **Chain of Escalation.** See Exhibit C for chain of escalation.

3. **ORDERING.** The State desires an easily understood and trackable ordering process for all entities.

a. Contractors must provide an order process that is efficient, easily understood and promotes accurate reporting.

4. **RESELLER/AGENTS.** Contractors are responsible for ensuing Contracts and actions/inactions of their authorized Reseller/Agents. In order to best serve the needs of State Agencies and CPV members,

a. If the Acquisition Management Specialist determines that an authorized Reseller/Agent is performing unsatisfactorily, the Contractor will receive written notification that the Reseller/Agent can no longer be used for this Contract.

b. No subcontract or delegation of work relieves or discharges the Contractor from any obligation, provision, or liability under the Contract.

5. **STATEWIDE COVERAGE.** Contractor must provide statewide coverage.

i. The Manufacturer **must** name all sales and service team(s) or Reseller/Agent(s) for each county.

ii. The State reserves the right to approve or limit all Reseller/Agents and the locations they serve. CPV members may further limit the number of both Manufacturers and/or Reseller/Agents. Agencies and CPV members may require a dedicated certified technician to serve larger locations.

iii. State strongly encourages Manufacturers to utilize Targeted Vendors as Reseller/Agent(s).

6. **MANUFACTURER CUSTOMER SUPPORT TEAM.**

Customer reserves the right to approve all representatives. At the request of a Customer, the State reserves the right to have the Contractor replace the representative. In the event of a request for replacement by the State, the Contractor will replace the representative within two weeks of the request. In the event of Contractor personnel change, Contractor must notify the Customer of any changes by no later than one (1) business day.

H. RESELLER/AGENT. As Negotiated.

Contractors are responsible to monitor Reseller/Agents to ensure that Reseller/Agents uphold the terms and conditions of the Contract. Repeated infractions of the terms and conditions of a Manufacturer's Reseller/Agent may be grounds for removal of Reseller/Agent from the Contract subject to the first opportunity to cure as stated in Exhibit A Contract Terms, clause 16.

1. **APPROVED RESELLER/AGENTS.** Only Reseller/Agents approved by the Acquisition Management Specialist can be used during this Contract. Customers reserve the right to determine which Reseller/Agent(s) they will work with.
2. **LOCATION OF SALES & SERVICE PERSONNEL.** Responders must list how many certified technicians will be available to serve this Contract and identify the counties in which they are located.
3. **ADDING RESELLER/AGENTS.** Contractor must not, without prior written approval of the Acquisition Management Specialist, subcontract for the performance of any of the Contractor's obligations except those obligations that were already approved for subcontracting when the Contract was awarded. The provisions of the Contract must apply with equal force and effect to all Reseller/Agents engaged by the Contractor and approved by the State.

I. STANDARDS PROGRAM

The Minnesota “Buy-IT” program provides a purchasing mechanism for State agencies and CPV members to purchase standard IT products at the right prices in an efficient manner. The IT products purchased using specially designated State contracts leverages the combined buying power of Minnesota State agencies and CPV members. It is not legal for governmental entities that are not members of the CPV program to purchase from a State contract. Contractors are free to respond to other solicitations with the same prices they offer under a contract, but that is not considered use of the State Contract Price.

The program is only possible through the efforts of inter-agency volunteer teams dedicated to controlling costs for Information Technology. The collaboration of the Office of MNIT Services, the Department of Administration, Office of State Procurement (OSP), and the volunteer teams with a broad base of agency, local government, K-12 and higher education representation (and strong vendor support), have established IT product standards.

1. **STANDARDS DISCOUNTS.** The Standards Program gives vendor(s) the opportunity to offer and maintain deeply discounted standard configuration pricing for products identified by the Standards Program. The State and Contractor will work together to promote use of the Standards Program driving volume to these models. Therefore, the State expects discounts for products listed on the Standards Program will be greater than discounts for products not listed under the Standards Program. Responders should include a statement indicating their commitment to provide deeply discounted standard configurations. Contractor should offer new products and pricing during established “refresh” periods. The State cannot guarantee volume of placements. Contractor’s pricing and service may impact their future sales.
2. **STANDARDS FLEXIBILITY.** Standard Configurations will be refined throughout the life of the Contract through the Minnesota Buy-IT Standards Products Program. Minnesota Buy-IT Standards will be used for most purchasing needs. Initial product offerings for standards may be proposed but the State reserves the right to negotiate final products to be included in the Minnesota Buy-IT Standards program. It is expected that Contractor will work with the State to continue refining the Minnesota Buy-IT Standards as technology evolves and usage trends are clearly defined.
3. **STANDARDS SALES AND MARKETING.** Contractors and their Reseller/Agent(s) shall commit to selling Minnesota Standards, unless discussion with the Customer clearly demonstrates the need to deviate. Contractor will be required to report the percentage of sales of standard vs. non-standard equipment quarterly.
4. **REFRESHES AND PRICING.** Products and standards are refreshed (updated) as needed. The refresh process is critical to providing a set of standards that are in sync with the overall industry and adequately reflect the needs of the users who rely on these standards. Pricing may be set by Contractor at each refresh and may be adjusted monthly. The Buy-IT website is updated with new prices on the first of every month. Downward price changes are automatically approved. Upward price changes are subject to approval and are typically only allowed when the entire industry experiences a significant event that affects pricing for all Contractor.
5. **NON-STANDARDS SALES.** Request for purchase of non-standard products or options are subject to review. The Contractor must submit the BLI Specification Sheet along with a quote to verify the Contract price.

Current product standards may be viewed at http://mn.gov/buyit/hardware/standards/itproduct_standards.html

J. INVOICING

1. **STANDARD FORMAT.** An invoice to include the following fields will be developed with the awarded Contractor. The Contractor must be able to provide customized invoicing within thirty (30) days of request in an Excel format designed to meet the Customers' needs. Summary type invoicing and reports must be provided and available electronically. Contractor will be required to provide sample invoice before execution of a contract. Sample invoice must contain, at a minimum, the following information and will be attached the Contract:
 - a. Customer Name
 - b. PO Number
 - c. Invoice Number
 - d. Contract Number
 - e. Equipment Type - base configuration and accessories listed separately
 - f. Equipment Identification Number or Serial Number
 - g. Quantity
 - h. Equipment Location
 - i. Pricing – List Price, Contract Discount, Price after Discount, Click charge, Amount of Clicks
 - j. Rental Term (if applicable)
 - k. Monthly Rental Fee or Purchase Price base configuration with accessories listed separately
 - l. Starting and ending meter reads and number of copies made per billing cycle
 - m. Maintenance Fee
 - n. Trade-in or removed equipment, including brand/model and serial numbers on the initial invoice. Must detail negotiated credit for trade-in, if applicable.
2. **METER READINGS.** Contractor's solution must include an option to allow for electronic collection or input of meter readings by Customers.
3. **ACCURATE INVOICING.** The Contractor must provide accurate invoicing based on monthly or quarterly meter readings of installed equipment. Estimated billing is NOT acceptable. Contractors must adhere to all tax codes, local and State, as they relate to specific customers.
4. **COPY CREDIT.** The Contractor must make arrangements for copy credit to allow for device malfunction and to compensate for extra meter clicks when service representatives make copies in servicing or preparing the device.
5. **ONLINE TOOLS.** The State desires Contractors to utilize the Internet and online tools to maximize the efficiency and accuracy of invoicing. As an option, online tools need to be available and accessible if desired by a Customer.
6. **SUMMARY INVOICING.** The Contractor must offer the option of summary invoicing.
7. **QUARTERLY BILLING.** Upon request from the Customer, Contractor will provide quarterly billing.

K. REPORTING

The Contractor MUST provide the Department of Administration, the Office of MNIT Services, Minnesota Pollution Control Agency (MPCA), and agencies/CPV members with reports quarterly (or at other agreed-to periods). All reports shall be accessible and device readable. Contractor will be provided with specific report requirements and templates for required reports. The format, requirements, and other specifics about the reports may be modified after consultation with the awarded Contractor. Contractor will be expected to meet with the State periodically to review reports and the Contract. Contractor MUST combine all Reseller/Agent data into a single report for the State.

1. **REQUIRED REPORTS.** Quarterly reports will be delivered to the Department of Administration, Office of MNIT Services, Minnesota Pollution Control Agency, and other Customers upon request. These reports may include, but are not limited to:
 - a. **Sales Report** for all sales to all Customers over the reporting quarter indicating Manufacturer name, serial number, product description/part number, EPEAT level, and purchase price. Each device must be identified as standard/non-standard and in which standard category/segment it fits. The report will include the customer name, customer department/location, and whether the customer is a state agency or CPV member. It will also include the installation date, invoice date, invoice number, and the PO number used for the purchase. This report will be utilized to calculate any cumulative discounts and record percentage of Minnesota Standards equipment placed.
 - b. **Rental Report** for all active rentals to all Customers over the reporting quarter indicating Manufacturer name, serial number, product description/part number, EPEAT level, and monthly rental cost. Each device must be identified as standard/non-standard and in which standard category/segment it fits. The report will include the customer name, customer department/location, and whether the customer is a state agency or CPV member. It will also include the installation date, the rental term (duration), invoice date, invoice number, period the invoice covers, the invoice amount, and the PO number used for the rental. This report will be utilized to calculate any cumulative discounts and record percentage of Minnesota Standards equipment placed.
 - c. **Maintenance Report** indicating serial number and total maintenance charge for all MFDs installed with maintenance plans. The report will include the customer name, customer department/location, and whether the customer is a state agency or CPV member. It will also include the invoice date, invoice number, time period the invoice covers, the invoice amount, and the term (duration) of the maintenance.
 - d. **Upgrades, Downgrades and Early Termination Report** identifying all upgrades, downgrades and early terminations. Must include customer name, the serial numbers of both the multifunction device removed and the multifunction device installed along with any additional notes. Contractor is required to track and report to the State all upgrades/downgrades and early terminations and the corresponding percentage as it relates to the total enterprise and the individual entity.
 - e. **End of Life Management Report** identifying the disposition of all end-of-life activities for major equipment and toner cartridges managed under the contract. Must include the type of equipment, quantity, the type of action taken (e.g., reused, recycled, disposed), whether the customer is a state agency or CPV member, and an optional reporting of the total weight of the product(s).
 - f. **Summary Report** is a one-page recap report to summarize the contents of other reports. This will include all total charges for the reporting period broken out by sales, rental charges, and maintenance charges. The report will total all new device placements for the reporting quarter and the current fiscal year, along with how many of those devices were standard products. It will provide a total of the upgrades, downgrades, and

terminations for the reporting quarter and the current fiscal year. It will include a calculation of the contract administration fees.

2. **REPORTS TO SPECIFIC CUSTOMERS.** Reports to State agencies and CPV members must be available electronically upon request or on a regular periodic schedule as negotiated by the Customer and the Contractor. Custom reports must be provided to the Customer within five (5) working days of request. These reports may include, but are not limited to:

a. **Customer Reports** - By customer, report by unit placed including but not limited to:

- i. Number of service calls placed
- ii. Excessive service calls
- iii. Technician visits by device
- iv. Response time
- v. First Call Effectiveness
- vi. Number of phone fixes, duration
- vii. Uptime % per device
- viii. Number of copies between service calls
- ix. Number of preventive maintenance checks completed per device and dates completed
- x. Number of devices
- xi. Location of devices
- xii. Click usage by device
- xiii. Historical total clicks by device or Customer
- xiv. Average monthly clicks by device or Customer
- xv. Installed equipment approaching end of life and end of support
- xvi. EPEAT certification level of equipment placed

b. **Electronic Meter Reporting** – Customers desire electronic collection of meter readings to facilitate the online monitoring of usage and maintenance reports.

c. **Report Access.** Upon completion of the Contract or in the event the State undertakes or awards a successor Contract, report data must be available for Customers for up to sixty (60) days after end date of the Contract at no additional charge.

- d. **Service History.** The service history of a device may be requested at any time by a Customer. If a service history is requested, it must be provided to the Customer within one (1) business day.

L. PRINT ASSESSMENT

The intent of this requirement is that Contractors right-size devices to Customer needs and not oversell.

Customers are working towards a balanced deployment of devices to reduce cost and optimize deployment. If requested, Contractor must work with Customers to develop comprehensive print assessment plans to assist Customers in managing print behaviors. The Customer reserves the right to utilize a third-party print assessment service if desired.

Print Assessment. Contractor should identify who is on their assessment team and where they are located. Contractor will work with Customer to identify the scope of an assessment. New assessment recommendations presented and approved by Customer must be managed and monitored. Activities including but not limited to mapping, planning, delivery, installation, asset tagging, testing, and removal of equipment must be measured and communicated to the Customer at agreed upon intervals (e.g. weekly, monthly, quarterly). In addition, State may require information regarding assessments be reported upon quarterly. Assessment Plans should outline steps for continuous measurable progress. Contractor must assist Customer in creating metrics to manage and change printing behaviors. No extra fees will apply for these services.

Print Assessments may include, but are not limited to, the following:

- a. Detailed print volumes by device.
- b. Maps of current device locations and new device locations and associated volumes for both.
- c. Volume and location data to support proposed “right-sizing” of devices.
- d. Detailed device usage information.
- e. Comparison report of actual costs for existing devices to proposed new device per-page cost.
- f. Potential mix of existing and new device cost savings.
- g. Description of software proposed, why needed, cost benefit.
- h. Total cost savings.
- i. Results of personnel interviews.
- j. Installation Plan.
- k. Specifications/brochures of all proposed devices.
- l. Asset tagging and management.
- m. Organizational change management plan.

HP's Narrative Response to the RFP

HP's Narrative Response to the RFP

Item #	RFP Page #	Section/ Subsection	Specification	Comply Yes/No	Vendor Response
1	N/A	N/A	Provide a brief company history including but not limited to number of years your company has been in business, any buy-outs or mergers along the way and the financial stability of the company.	N/A Yes	<p>HP was originally founded in 1939 by Bill Hewlett and Dave Packard. It was reinvented on November 1, 2015 with the completed separation from Hewlett Packard Enterprise. From garage startup more than 80 years ago to a global powerhouse, HP is still a company that applies new thinking to improve the lives and businesses of our customers. Acquisitions are a key element of HP's growth strategy. HP looks for opportunities that are synergistic to our current business, consistent with our long-term business strategy, and those that can enhance our skillset, geographic coverage, or both. HP's most recent acquisitions include:</p> <ul style="list-style-type: none"> • 2019 – HP announced the acquisition of Bromium, an endpoint security start-up. Bromium protects enterprises by using virtualization-based security to isolate browser-based attacks, malicious downloads, email attachments and other applications in unique, hardware-enforced micro-virtual machines. For more information, refer to the September 19, 2019 press release. • 2018 – HP acquired Apogee Corporation, a UK-based office equipment dealer (OED) and Europe's largest independent provider of print, outsourced services, and document and process technology. The acquisition advanced HP's strategy to disrupt the A3 copier market, enhanced our A3 and A4 product portfolio, expanded Managed Print Services, and invested in direct and indirect go-to-market capabilities. Apogee augments HP's services portfolio in contractual office printing and MPS, where solutions are increasingly important for small and medium businesses. Apogee operates as an independent subsidiary of HP. For more information, refer to the August 1, 2018 press release. • 2017 – HP acquired Samsung Electronics Co., Ltd.'s printer business. This \$1.05 billion acquisition expanded our portfolio, accelerated our ability to disrupt the A3 copier segment, and strengthened our A4 laser printing business. Further details can be found in the November 1, 2017 press release. • 2016 – HP acquired the 3D hardware and software assets of David Vision Systems GmbH and David 3D Solutions, based in Germany. This acquisition helped evolve Sprout 3D and advanced our opportunities in Immersive Computing and 3D Scanning. <p>For fiscal 2018, HP's revenue was \$58.5 billion. HP's financial performance is the result of execution against a well-defined fiscal management strategy. The company's success also reflects the faith that customers continue to place in HP to solve their business technology requirements.</p>

HP's Narrative Response to the RFP

Item #	RFP Page #	Section/ Subsection	Specification	Comply Yes/No	Vendor Response
2	N/A	N/A	Describe two accounts of similar size and scope. Detail what works well and what you have learned from them to improve processes for future accounts.	N/A Yes	<p>The following accounts are of similar size and scope as the State of Minnesota:</p> <ul style="list-style-type: none"> • Commonwealth of Pennsylvania- License to hunt contract with OEM manufacturers, HP was one of 7 OEM manufacturers awarded on this agreement (2018)- HP has learned that a direct relationship works better because there is a much larger focus and relationship at the agency level from HP. HP has also had success with our PageWide product line in the color category because it fits agency needs at a very low price point for color. • PEPPM (Pennsylvania Education Purchasing Program for Microcomputers) – HP has been on this contract for 5 years and we just renewed in 2019. Another license to hunt agreement with educational agencies within State of Pennsylvania. What HP has learned is that we needed a full product line under the contract including the copiers which we now have with the last renewal. It has given educational institutions the option to put the right product in the right place based on needs with a single HP print platform to manage.
3	6	B. Special Terms, Conditions, and Specifications/IT Accessibility Standard	<p>18. Describe how you will clearly identify product accessibility information.</p> <ol style="list-style-type: none"> How easily and quickly will buyers be able to access the VPAT® information for new products? How will you differentiate in your product description whether a product fully meets standards, partially meets standards, or does not meet standards? 	N/A Yes	<p>HP is committed to providing accessible products and services to meet the needs of people with disabilities or age-related limitations. HP supports Section 508 and the efforts of the U.S. Federal and State governments to make technology and information accessible to people with disabilities. We use the Voluntary Product Accessibility Template (VPAT) format to describe how our products conform to Section 508 standards.</p> <ol style="list-style-type: none"> HP product accessibility information can be easily accessed from the HP company website by opting a search for “Accessibility” and choosing the link to “Office of Aging and Accessibility”. HP Accessibility Conformance Reporting (ACR) can be accessed by clicking the “FIND HP ACR” button at the bottom of the page. When a user goes to this site, they log in and can search by several methods to find the desired product report. It’s that easy and quick to pull up. HP follows the VPAT guidelines, which includes describing product conformance to each requirement individually in order to provide the reader with the best information to make informed decisions. In the ACR, HP differentiates the product by using terms in the report specific to the conformance level information as defined below that is clearly visible and easily verified: <ul style="list-style-type: none"> – Supports: The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation. – Partially Supports: Some functionality of the product does not meet the criterion. – Does Not Support: The majority of product functionality does not meet the criterion.

HP's Narrative Response to the RFP

Item #	RFP Page #	Section/ Subsection	Specification	Comply Yes/No	Vendor Response
					- Not Applicable: The criterion is not relevant to the product.
4	13	C. Scope of Work	The Manufacturer must provide direct un-infringed unlimited USA OEM warranties on the products.	Yes	HP has read and acknowledged.
5	13	C. Scope of Work	The Manufacturer's name(s) shall appear on the equipment.	Yes	All proposed products are manufactured by HP and contain the logo.
6	13	C. Scope of Work	The Contract Vendor(s) agrees to take legal responsibility for the warranty and maintenance of all products furnished under this Agreement.	Yes	HP has read and acknowledged.
7	13	C. Scope of Work	The Contract Vendor(s) is responsible for the timeliness and quality of all services provided by individual Reseller/Agents.	Yes	HP has read and acknowledged.
8	13	C. Scope of Work	Manufacturers and Agents/Reseller/Agents are prohibited from presenting any other terms and conditions to Customers as a condition of fulfilling a Customer order unless specifically requested under the Contract.	Yes	HP has read and acknowledged.
9	14	D. Equipment Offered	The Contract(s) will be for Digital Black & White and Color Multifunction Devices (MFDs) as listed on the Buyers Laboratory Inc.'s (BLI) website.	Yes	HP has read and acknowledged.
10	14	D. Equipment Offered/Tech Worksheets	2.a. - Proposals must include equipment offerings in Black & White Segments 2-6 and Color Segments 2-5 by completing and uploading Appendices A (BW Tech Specs) and B (Color Tech Specs) to your response.	Yes	HP has completed and uploaded both Appendices A and B.
11	14	D. Equipment Offered/Tech Worksheets	2.b. - Responder(s) must include a copy of the specification from the most recent issue of the BLI Guide for each model proposed and upload it along with their response.	Yes	Please refer to Attachment 9 – HP BLI Specification Sheets for detailed information regarding each proposed model.
12	14	D. Equipment Offered/Tech Worksheets	2.d. - If the product proposed does not meet or exceed the specifications listed, the Responder	No	Currently HP is just short of requested First Copy Out Time for C3 (30 PPM vs 35PPM), C4 (40 PPM vs 45 PPM) as listed in Appendix B; and BW6 (60 PPM vs 70 PPM) listed in Appendix A. However, unlike traditional manufactures in the printing industry, HP PageWide technology

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			must clearly indicate so and identify which specification(s) is not met.		which has been widely adopted over the last 7 years by many organizations due to the mono-like cost for color (optional) printing and achieve such requirements listed for the above segments. HP welcomes the opportunity to provide more discussion in detail with the State of Minnesota on this environmentally and cost friendly technology.
13	14	D. Equipment Offered/Tech Specifications	3.a. - All equipment must be capable of being networked.	Yes	All devices proposed by HP are network capable.
14	14	D. Equipment Offered/Tech Specifications	3.b. - Equipment must be equipped with the required interface cards and print controllers and be ready to be networked.	Yes	All devices proposed by HP have network cards standard.
15	14	D. Equipment Offered/Tech Specifications	3.c. - The equipment must support 1000 base T.	Yes	HP network cards support 1000 base T connections.
16	14	D. Equipment Offered/Tech Specifications	3.d. - All equipment proposed must be IPv6 compatible.	Yes	HP devices support IPv6 devices.
17	14	D. Equipment Offered/Tech Specifications	3.f. - All devices must be able to run with 100% recycled content paper.	Yes	All devices can run with 100% recycled content paper.
18	15	D. Equipment Offered/ Environmental	4.a.i. - EPEAT Registration: all MFDs offered must be listed as Silver or Gold on EPEAT registry at time of proposal submission.	Yes	The proposed HP devices are EPEAT Silver or Gold. Per HP's response to additional clarification dated 2.3.20 In the original response and during the clarification request, HP products proposed had a classification of Silver and Gold. Therefore we should have indicated Silver and Gold for the clarification request and the attachment should not have been included since it didn't represent just the products proposed. So to confirm, the Silver and Gold statement was correct.
19	15	D. Equipment Offered/ Environmental	4.a.ii. - Photoreceptors: photoreceptors must be free of cadmium, selenium, and lead.	Yes	HP photoreceptors are free of cadmium, selenium and lead.

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20	15	D. Equipment Offered/ Environmental	4.a.iii. - All devices must be duplex capable.	Yes	All devices proposed by HP are duplex capable.
21	15	D. Equipment Offered/ Environmental	<p>4.b.i. - Do the proposed products meet EPEAT Optional criteria 4.4.2.1 or 4.9.3.2?</p> <p>Information about EPEAT required and optional criteria for Imaging Equipment can be found here: https://greenelectronicscouncil.org/epeat-criteria/</p> <p>Click on the link below to view IEEE Standards. You may need to create a free IEEE account, then you can download the PDF of the two Imaging Equipment documents, IEEE 1680.2 and IEEE 1680.2a.</p> <p>IEEE 1680.2™ – 2012 Standard for Environmental Assessment of Imaging Equipment</p> <p>IEEE 1680.2a™ – 2017 Standard for Environmental Assessment of Imaging Equipment – Amendment 1</p> <p>Provide details.</p>	N/A Yes	<p>Based on Addendum 01, this section is now numbered 4.c.i in the Special Terms and Conditions document.</p> <p>HP does provide options to upgrade the items listed in EPEAT 4.4.2.1.</p> <p>HP does provide a toner recycle program that complies with EPEAT 4.9.3.2.</p> <p>Per HP's response to clarification dated 12.18.19</p> <p>HP's proposed products are EPEAT certified Bronze and Silver per Attachment 11 – HP EPEAT Imaging Equipment (US).xlsx pulled from EPEAT.net. HP does have the option to upgrade the items listed in EPEAT 4.4.2.1.</p> <p>HPs toner and recycled program, HP Planet Partner Initiative, allows anyone who buys HP toner/link cartridges to recycle them for free. HP provides a return label in the packaging for all toner/link purchased for free recycled return. Agencies can also return to any local partner who can handle the recycle for free with HP.</p> <p>In 2016, HP started the recycling of toner material collected via our recycling programs in North America and Australia. The recycled toner will be used as colorant in the manufacture of consumer products and other uses. HP ensures that at least 75% of the toner material will be recycled.</p> <p>Specific details regarding the quantity of materials collected and corresponding end-of-life management method used are demonstrated below.</p>

Toner Material Recycled (2017)	(Ton)	(%)
Toner Material Recycled	538	95.5
Waste to Energy (WTE)	25.4	4.5
Incineration	0	0
Landfill	0	0

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22	15	D. Equipment Offered/ Environmental	4.b.ii. - Are the proposed products Blue Angel Certified? Provide details.	N/A Yes	Based on Addendum 01, this section is now numbered 4.c.ii in the Special Terms and Conditions document. The proposed HP devices are Blue Angel Certified.
23	15	D. Equipment Offered/ Firmware	6. - New equipment must have the most current "Generally Available" firmware installed before delivery.	Yes	HP does factory ship devices with latest general release firmware.
24	15	D. Equipment Offered/ Service Level Agreements	8. - Responder must provide a copy of its Service Level Agreement (SLA) which includes but is not limited to the requirements as defined in Sections F. Maintenance, and G. Manufacturer Contract Account Support and Service. The SLA must include processes for completing service calls, along with associated response timelines, process for Customer escalation of a service call, standard hours service is available, optional hours service is available, guaranteed uptime, and Customer remedies if uptimes are not met. SLAs will be subject to negotiation with the State.	Yes	HP has provided SLA information in Attachment 6 - HP SLAs for State of Minnesota (Word format).
25	15	D. Equipment Offered/ Service Level Agreements	8. - SLA should be provided in editable Word format when uploaded to your response.	Yes	HP has read and acknowledged. Please refer to Attachment 6 - HP SLAs for State of Minnesota (Word format).
26	16	E. General Specifications/ Purchase Agreements	1. - Customers will NOT be required to sign any additional Contract Vendor documents (e.g., Quote, service agreement, etc.).	No Yes	Managed Print Services are provided on a site-specific basis, subject to the parties' agreement on a Managed Print Services Statement of Work. Per HP's response to clarification dated 12.18.19 HP understands and appreciates the opportunity to clarify. HP can comply fully with this section and agrees that Customers will not be required to sign additional Contract Vendor

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Item #	RFP Page #	Section/ Subsection	Specification	Comply Yes/No	Vendor Response
27	16	E. General Specifications/ Purchase Agreements	1. - The terms and conditions of Contract Vendor's final award documents will take precedence over any documents presented by Contract Vendor (e.g., Quote, service agreement, etc.).	Yes	documents, provided however that the mutually agreed Contract with the State contains all relevant rights and obligations necessary for site level implementations. Per HP's response to additional clarification dated 1.8.20 HP understands and HP can comply fully with this section without the additional language. Managed Print Serviced are provided on a site-specific basis, subject to the parties' agreement on a Managed Print Services Statement of Work. Per HP's response to clarification dated 12.18.19 HP understands and appreciates the opportunity to clarify. HP can comply fully with this section and agrees that Customers will not be required to sign additional Contract Vendor documents, provided however that the mutually agreed Contract with the State contains all relevant rights and obligations necessary for site level implementations. Per HP's response to additional clarification dated 1.8.20
28	16	E. General Specifications/ Evaluation Period	2. - Customers will evaluate the performance of equipment within the first ninety (90) calendar days after installation. If the MFD performance is unacceptable or improperly sized by Contract Vendor for the volume specified, the Contract Vendor agrees to replace the MFD with another Contract MFD to meet the Customer's needs. If the Contract Vendor does not have a replacement that meets the Customer's needs, the Customer may return the MFD and be reimbursed for rental payments made or the purchase price. This will be done at no cost to the Customer for installation and removal. The Contract purchase or rental costs will change to	Yes	HP would need to perform Design and Discovery print assessment prior to installation of any devices to ensure the product is right sized for the environment. Design and Discovery is an optional service provided by HP for an additional fee. HP understands and HP can comply fully with this section without the additional language. Per HP's response to additional clarification dated 1.8.20

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Item #	RFP Page #	Section/ Subsection	Specification	Comply Yes/No	Vendor Response
29	16	E. General Specifications/ Evaluation Period	reflect the cost of the new equipment based on the Contract pricing. 2. - Any and all equipment or accessories failing during the evaluation period will be replaced within eight (8) business hours free of charge.	Yes	The State of Minnesota would need to work with HP to purchase spare devices and accessories to meet this requirement.
30	16	E. General Specifications/ Evaluation Period	2. - Upon significant failure, the evaluation period will commence again for a minimum ninety (90) additional days upon correction of the significant failure. Significant failure shall be determined by the Customer.	Yes	HP has read and acknowledged.
31	16	E. General Specifications/ Warranty	3. - Equipment must be installed with a 90-day manufacturer's warranty that the equipment is free from defects in material and workmanship.	Yes	HP has read and acknowledged.
32	16	E. General Specifications/ Warranty	3. - Warranty will begin after completed installation and final acceptance by the Customer.	Yes	HP has read and acknowledged.
33	16	E. General Specifications/ Warranty	3. - There will be no maintenance charge until the 90-day warranty has expired.	Yes	HP has read and acknowledged.
34	16	E. General Specifications/ Delivery, Setup, and Installation Support	4. - The Contract Vendor(s) or its Reseller/Agent must set the device up with Preventive Maintenance notifications turned on and to provide business quality outputs at maximum savings. Any cost saving methods for using the Multifunction Device (MFD) must be set up upon install. The Contract Vendor must return upon request and resolve issues if these features continue to set back to an unacceptable level.	Yes	HP has read and acknowledged.
35	16	E. General Specifications/ Delivery, Setup, and Installation Support	4. - The Contract Vendor cannot charge for color copies, when the device has been designated to be installed as black/white (no color).	No Yes	HP will provide monochrome print device where non-color is required. Per HP's response to clarification dated 12.18.19

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Item #	RFP Page #	Section/ Subsection	Specification	Comply Yes/No	Vendor Response
36	16	E. General Specifications/ Delivery, Setup, and Installation Support	4. - All costs related to delivery, including but not limited to, removal of any packaging material, installation, surge protection, testing, training, software updates, overwrite/encryption, and installation of new hard drive are to be included in the proposal at no additional charge. 4. - Contract Vendor must notify Customer in advance of any special electrical requirements for equipment when providing a quote.	Yes	HP understands and would like to clarify that HP accepts this section and will ensure not to charge for color on a B&W specification. HP has read and acknowledged.
37	16	E. General Specifications/ Delivery, Setup, and Installation Support	4. - Connectivity service support is to be available to coordinate installation with Customer personnel and be available to answer questions and concerns on the equipment installed via phone support at NO additional cost.	Yes	HP has read and acknowledged.
38	16	E. General Specifications/ Delivery, Setup, and Installation Support	5. - Following installation, the Contract Vendor shall provide training sessions to the user's satisfaction for each MFD placement at NO cost. Training is defined as online, webinar or in person. The Customer will select the type of training desired.	Yes	HP has read and acknowledged.
39	16	E. General Specifications/ Training	5. - Provide description of training options available and a link to any website(s) utilized for training.	N/A Yes	User Training Services help the State of Minnesota to accelerate the adoption and utilization of the new IPE. They include a range of content and delivery options dependent upon the State of Minnesota's needs that may include: <ul style="list-style-type: none"> • Device Orientation • Printable Job Aids • Videos and animations • Live and Recorded Webinar Training

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Item #	RFP Page #	Section/ Subsection	Specification	Comply Yes/No	Vendor Response
41	17	E. General Specifications/ Training	5. - Upon request by Customer, training materials will be provided in an accessible format or interpreters will be provided at NO additional cost.	Yes	HP has read and acknowledged.
42	17	E. General Specifications/ Ongoing Support	6. - Software updates and upgrades must be included at NO additional cost.	Yes	HP has read and acknowledged.
43	17	E. General Specifications/ Ongoing Support	6. - Contract vendor's technical staff will be available to assist customers with installation of updates and upgrades for manufacturer's software and firmware at NO additional cost, when necessary.	Yes	HP has read and acknowledged.
44	17	E. General Specifications/ Ongoing Support	6. - Provide information on call center locations, technical support that will be provided.	N/A Yes	Call center is located in Rio Rancho, New Mexico, USA. All technical support staff will be located in Minnesota.
45	17	E. General Specifications/ Ongoing Support	Provide contact information for after-hours support, available 24 hours a day, seven days a week (24/7).	Yes	HP can offer 24/7 Phone support for an additional fee. Coverage hours during the Statement of Work term but excluding local holidays, HP 24 x 7 Support is available Monday through Friday and 24 hours on both Saturday and Sunday during the following time periods beginning upon the closure of the last coverage hour for Priority Support (local time). <ul style="list-style-type: none"> North America: 8:00 p.m. to 8:00 a.m., Eastern Standard Time
46	17	E. General Specifications/ Ongoing Support	6. - Contract Vendor must provide parts and supplies for equipment proposed for a minimum of seven (7) years from the begin date of purchase or rental of equipment.	No Yes	HP provides parts and supplies for 5 years after the manufactures end of services dates. Per HP's response to clarification dated 12.18.19 Yes. HP understands and to clarify, HP's estimated product lifecycle average is 5 years and can go up to 7 years. Our response was regarding covering parts after the end of the life cycle. Therefore, based on your clarification, HP can comply. Per HP's response to additional clarification dated 1.8.20

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Item #	RFP Page #	Section/ Subsection	Specification	Comply Yes/No	Vendor Response
47	17	E. General Specifications/ Ongoing Support	6. - Agencies and CPV members may require dedicated certified technician(s) to serve larger locations.	Yes	Yes HP can comply. HP can provide an Onsite Administrator for an additional fee.
48	17	E. General Specifications/ Third Party Software	7. - Contract Vendor will be responsible for on-going support, updates and upgrades of any third-party software included with MFDs.	No Yes	HP cannot be responsible for third party software support and upgrades. The State of Minnesota would need to work with the software vendor or manufacturer. Per HP's response to clarification dated 12.18.19
49	17	E. General Specifications/ Third Party Software	7. - Contract Vendor's technical staff will be available to assist customers with installation of updates for third-party software at NO additional cost, when necessary.	No Yes	HP fully supports its device firmware across all models, thank you for the clarification. Therefore, please change the response to Yes, HP can comply. HP cannot be responsible for third-party software support or upgrades. The State of Minnesota would need to work with the software vendor or manufacturer. Per HP's response to clarification dated 12.18.19
50	17	E. General Specifications/ Lemon	8. - Any equipment that fails to operate in accordance with the Manufacturer's published performance specifications four (4) times in any four-week period or is subject to documented recurring problems shall be replaced with a new device at NO cost to the Customer. Replacement unit must meet the requirements of the original equipment. This clause applies to all equipment purchased or rented through this Contract. The application period is up to thirty-six (36) months from the date of installation.	Yes	HP fully supports its device firmware across all models, thank you for the clarification. Therefore, please change the response to Yes, HP can comply. HP will provide replacement devices as long as it is the same technical issue in all four (4) instances. Per HP's response to clarification dated 12.18.19 Customer satisfaction is a priority at HP, which is why we review each situation that is raised through the Contract Sales Manager Director for resolution to the customers satisfaction, which is why HP stated we comply. Typically in the industry, this type of language is a considered a lemon clause, since most situations that fall in this category are the same item in each instance. We hope this helps clarify why HP provided the response. Per HP's response to additional clarification dated 1.8.20

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Item #	RFP Page #	Section/ Subsection	Specification	Comply Yes/No	Vendor Response
51	17	E. General Specifications/ Equipment Relocation/ Transfer	10. - The Contract Vendor will provide relocation services at NO charge for relocations less than 50 miles.	Yes	Yes. HP can comply, whether 4 of the same or 4 different technical issues. HP has built-in an annual move allowance. This should be refined at a future date to ensure the State of Minnesota's needs are met.
52	17	E. General Specifications/ Equipment Relocation/ Transfer	10.c. - The Contract Vendor is responsible for repairs that may be required following any relocation performed by the Contract Vendor or its Reseller/Agent.	Yes	HP has read and acknowledged.
53	18	E. General Specifications/ Rental Agreements	12.a. - The rental period begins on the date when the MFD is completely installed to the Customer's satisfaction.	Yes	HP has read and acknowledged.
54	18	E. General Specifications/ Rental Agreements	12.c. - The Contract Vendor will send email notification of the pending end of term at ninety (90) days and again at sixty (60) days prior to the end of rental terms.	Yes	HP has read and acknowledged.
55	18	E. General Specifications/ Rental Agreements	12.d. - Customer shall not be liable for any amount remaining on the rental period if the reason for early termination of rental is due to documented Contract Vendor non-performance, over a period of more than three (3) months including, but not limited to, ongoing, reoccurring, unresolved problems/issues with the equipment or service; misrepresenting the Contract; not meeting uptimes; misrepresentation of product, accessories or software.	No Yes	Please refer to Attach 1 - HP Proposed Changes to General & Special Terms for HP's proposed changes to this language. Per HP's response to clarification dated 12.18.19 HP understands and appreciates the opportunity to clarify. HP can comply fully with this section provided it receives prompt notice of non-conformance and is afforded reasonable opportunity to cure such non-conformance. Per HP's response to additional clarification dated 1.8.20 HP can comply with this section.

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Item #	RFP Page #	Section/ Subsection	Specification	Comply Yes/No	Vendor Response
56	18	E. General Specifications/ Rental Agreements	12.d. - Termination charges will not apply to those rental devices when upgrading or downgrading models by the same Manufacturer. 13.a.i. - Contract Vendor must do data sanitization in accordance with NIST Special Publication 800-88, Guidelines for Media Sanitization (https://csrc.nist.gov/publications/detail/sp/800-88/rev-1/final), including provision of certificates of lawful disposal.	Yes	HP has read and acknowledged.
57	18	E. General Specifications/ Security Specifications	Detail processes for meeting this specification. 13.a.ii. - Contract Vendor must have electronic media overwrite capabilities including automatic overwrite on a per job basis, on-demand, and scheduled. Provide detailed overwrite capabilities.	Yes	HP has read and acknowledged. For a detailed process, please refer to Item 58 below.
58	18	E. General Specifications/ Security Specifications	HP Secure Erase technology overwrites a deleted file's data from the individual sectors with random data using either a one pass or three pass overwrite, which conform to U.S. Department of Defense 5220-22.M and NIST SP 800-88 specifications. To enable HP Secure Erase, configure the "File Erase Mode" setting: <ul style="list-style-type: none"> Non-secure Fast Erase mode: Marks the print job data as deleted only Secure Fast Erase mode: Performs a one pass overwrite of job data which is sufficient to prevent data from diagnostic recovery per NIST SP800-88 guidelines. Secure Sanitizing Erase mode: Performs a three pass overwrite of job data as recommended by the US Department of Defense 5220.22M specification. HP Secure Erase technology is applied in two different ways to remove data from HDD storage devices. <ul style="list-style-type: none"> Secure File Erase overwrites files on a continuous basis as soon as they are no longer needed to perform the required function. This is initiated by setting the "File Erase Mode" setting to either "Secure Fast Erase" or "Secure Sanitizing Erase". Secure Storage Erase removes all non-essential data from storage devices in a manner consistent with preparation for decommissioning or redeployment. This operation can be initiated on demand or scheduled for a later date and time. 	Yes	HP Secure Erase technology overwrites a deleted file's data from the individual sectors with random data using either a one pass or three pass overwrite, which conform to U.S. Department of Defense 5220-22.M and NIST SP 800-88 specifications. To enable HP Secure Erase, configure the "File Erase Mode" setting: <ul style="list-style-type: none"> Non-secure Fast Erase mode: Marks the print job data as deleted only Secure Fast Erase mode: Performs a one pass overwrite of job data which is sufficient to prevent data from diagnostic recovery per NIST SP800-88 guidelines. Secure Sanitizing Erase mode: Performs a three pass overwrite of job data as recommended by the US Department of Defense 5220.22M specification. HP Secure Erase technology is applied in two different ways to remove data from HDD storage devices. <ul style="list-style-type: none"> Secure File Erase overwrites files on a continuous basis as soon as they are no longer needed to perform the required function. This is initiated by setting the "File Erase Mode" setting to either "Secure Fast Erase" or "Secure Sanitizing Erase". Secure Storage Erase removes all non-essential data from storage devices in a manner consistent with preparation for decommissioning or redeployment. This operation can be initiated on demand or scheduled for a later date and time.
59	18	E. General Specifications/	13.b. - Within 24 hours of discovery, Contract Vendor will provide written notification to AMS and Customer of any electronic media that	Yes	The assigned HP Client Manager will both, place controls and handle notification, should this be required. HP has also included Disk Media Retention for this purpose.

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		Security Specifications	contained or could have contained Data that had not been properly cleansed while in Contract Vendor's possession.		
60	19	E. General Specifications/ Security Specifications	13.c. - Contract Vendor will ensure that the proper administrative, physical and technical safeguards are in place to prevent unauthorized access to electronic media that is in the possession of the Contract Vendor, whether such media stored or could have stored Data. These safeguards are subject to initial and periodic review by the MNIT Security Office.	Yes	The assigned HP Client Manager will collaboratively create a Print Policy to document solution requirements. From this document, actions, such as Service Delivery Instructions, etc., are derived and managed. (Requires further definition of "unauthorized access").
61	19	E. General Specifications/ Security Specifications	13.d. - Within 24 hours of discovery, internal or third-party assessments, audits or inspections of the Manufacturer's, authorized Reseller/Agents, or agent's environments that identify security weaknesses that did or could have put Data at risk of unauthorized access will be reported to the AMS and Customer in writing.	Yes	The assigned HP Client Manager will both, place controls and handle notification, should this be required. HP will make reasonable efforts to comply.
62	19	E. General Specifications/ Security Specifications	13.f. - Contract Vendor agrees at all times to maintain network security that minimally includes network firewall provisioning, intrusion detection, and regular third-party penetration testing.	Yes	HP devices provide the ability to configure for network firewall provisioning, built-in intrusion detection and vulnerability testing to HP firmware.
63	19	E. General Specifications/ Security Specifications	13.g. - Upon sale of equipment, Contract Vendor must verify with the Customer the preferred processes for hardware and data security.	Yes	HP can provide HP/NIST print security best practices and the ability for the State of Minnesota Print Administrators to manage security settings using HP Web Jetadmin at the fleet level. Additionally, HP can provide, for a fee, an HP Security Manager which will allow the State of Minnesota's Print Administrators to set a security-based policy at the fleet level.
64	19	E. General Specifications/ Removal and Handling of Hard	14.a.i. - The Contract Vendor must cleanse hard drive at no charge prior to removal of MFD devices and provide a certificate verifying the	Yes	For HP devices, Remote Management Services is included for this purpose. HP provides a screen shot, however, versus a "certificate", demonstrating hard drive deletion or cleansing. The screenshot identifies the affected device by Serial Number.

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65	19	Drives, Old Devices, and Consumables E. General Specifications/ Removal and Handling of Hard Drives, Old Devices, and Consumables	hard drive has been cleansed if required by the Customer. 14.a.ii. - If a new Vendor is removing and disposing of MFD devices, at the Customer's request, the new Vendor is responsible to either cleanse the drive or remove it and give it to the Customer.	Yes*	Remote Management Services and Disk Media Retention is included for this purpose – for HP devices. * For non-HP devices: HP will take “best effort” action. HP may not have required documentation for cleaning other vendors' drives. Some vendors may hold the access pins as intellectual property and not provide access to perform the function. Drives cleansed on-site would not be eligible for a certificate, should this be required. Per HP's response to clarification dated 12.18.19 Yes, HP can comply. Remote Management Services and Disk Media Retention is included for this purpose. Per HP's response to additional clarification dated 1.8.20 HP can comply with this section.
66	19	E. General Specifications/ Removal and Handling of Hard Drives, Old Devices, and Consumables	14.a.iii. - If the incumbent Vendor removes and disposes of the equipment, the Customer will be responsible to work with the incumbent Vendor to secure the hard drive.	Yes	HP has read and acknowledged.
67	19	E. General Specifications/ Removal and Handling of Hard Drives, Old Devices, and Consumables	14.a.iv. - The Contract Vendor must comply with MNIT Security Specifications when the Customer is a State agency.	Yes	HP has read and acknowledged.
68	20	E. General Specifications/ Removal and Handling of Hard	14.a.v. - If the Contract Vendor is unable to cleanse the hard drive up to Customer policy/standards, or if the Customer prefers to destroy its own hard drive, the hard drive will be	Yes	HP has read and acknowledged. HP Disk Media Retention addresses this requirement.

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69	20	Drives, Old Devices, and Consumables E. General Specifications/ Removal and Handling of Hard Drives, Old Devices, and Consumables	removed by the Contract Vendor and left with the Customer for secure disposal. There will be NO FEE associated with this service. 14.a. - It is prohibited for a Contract Vendor to charge a Customer for a new hard drive to replace the old hard drive that was removed.	Yes	HP has read and acknowledged. HP Disk Media Retention addresses this requirement.
70	20	E. General Specifications/ Removal and Handling of Hard Drives, Old Devices, and Consumables	14.a. - Contract Vendor will be responsible for all claims including, but not limited to, compensation and legal expenses for any action taken against the State or CPV Member as a result of the Contract Vendor or its authorized Reseller/Agent improperly securing and/or disposing of hard drives or equipment.	No Yes	Please refer to Attach 1 - HP Proposed Changes to General & Special Terms for HP's proposed changes to this language. Per HP's response to clarification dated 12.18.19 HP understands and appreciates the opportunity to clarify. HP proposed changes were meant only to align this language with the Indemnification and Limitation of Liability language included or proposed in the General Terms and Conditions. It is not HP's intent to evade such claims, only to frame them within the context of those relevant sections. HP's proposed changes are as follows: 14.a. Subject to Paragraph 7 Indemnification, Hold Harmless and Limitation of Liability of the General Term and Conditions, Contract Vendor will be responsible for all claims including, but not limited to, compensation and legal expenses for any action taken against the State or CPV Member as a result of the Contract Vendor or its authorized Reseller/Agent improperly securing and/or disposing of hard drives or equipment.
71	20	E. General Specifications/ Removal and Handling of Hard Drives, Old Devices, and Consumables	14.b.i. - When placing equipment, Contract Vendor is responsible to manage and must pick up the Customer-owned MFD/Printer devices regardless of the brand at no charge to customer.	Yes	HP has read and acknowledged.

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Item #	RFP Page #	Section/ Subsection	Specification	Comply Yes/No	Vendor Response
72	20	E. General Specifications/ Removal and Handling of Hard Drives, Old Devices, and Consumables	<p>14.b.ii. - Removed devices of Contract Vendor's own brand must be taken back and managed per EPEAT requirements.</p> <p>Describe Vendor's take-back, reuse, refurbishment, recycling or end-of-life processing plan for devices of other brands that are removed.</p>	Yes	<p>HP is committed to helping our customers recycle responsibly. Our product recycling goal is to recycle 1.2 million tonnes of hardware and supplies by 2025 since the beginning of 2016, and we've recycled 405,200 tons through 2018. HP has extensive recycling programs for printer supplies and computer hardware. We accept any HP or non-HP brands of personal/office equipment or peripherals and HP original ink and toner cartridges. HP offers comprehensive take-back programs in 74 countries and territories worldwide through a global network of reuse and recycling vendors. Our specialist reuse and recycling vendors are required to follow environmentally responsible processing techniques and comply fully with relevant regulations. In general, vendors must also attain relevant third-party certification. If a vendor is not certified, HP audits them directly. We also commission third-party audits to monitor vendor conformance with our high standards and ensure that returned items are processed appropriately.</p> <p>The HP Trade-In Program can help increase the return on IT investment by redeeming the value of current HP or non-HP products and applying that value toward the purchase of new HP products. The flexible trade-in program eliminates the challenges of used equipment disposition, makes new equipment purchases more affordable, and provides investment protection for valuable technology assets. The flexibility of the program allows HP to create a customized solution for you based on your specific needs. A dedicated support representative will be assigned to assist with all aspects of the transaction, which includes coordinating logistics, such as making shipping arrangements (including multi-location pickups, sorting, packaging, and palletizing; as required). HP will track the trade-in process from beginning to end and provide timely audits and reports as requested. In addition, customized onsite technical services can be provided to scrub (to department of defense standards), shred, or pull all hard drives; as well as onsite equipment reporting, valuation, and packaging services. Some of the components of the HP Trade-In Program include:</p> <ul style="list-style-type: none"> • The HP Trade-In Program performs a one-pass data scrub of hard drives at no charge. • Using our online tool, you can easily determine the Fair Market Value (FMV) you can receive on your trade-in products. We are able to offer very competitive trade-in values with "price to beat" bidding from a vast network of remarketers. The bidding process ensures that our customers receive the highest value possible for their products. • HP Trade-In frequently offers limited-time promotional opportunities to enhance trade-in values.

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Item #	RFP Page #	Section/ Subsection	Specification	Comply Yes/No	Vendor Response
73	20	E. General Specifications/ Removal and Handling of Hard Drives, Old Devices, and Consumables	14.c.i. - Rented equipment that still contains electronic media that did or could have once been used to electronically store Data, will NOT be given, sold, or donated to anyone other than the Customer who originally rented the equipment, unless the electronic media has been cleansed according to terms under "HARD DRIVE REMOVAL OR REPLACEMENT AND DATA SECURITY."	Yes	<p>HP's Donate Program is another part of the Trade-In Program. Donating your used IT equipment benefits others by providing the equipment to individuals who might otherwise not have access to computer technology. Donated products can be given a second productive life as a tool for developing human potential. Working in conjunction with the National Cristina Foundation, HP developed a customized HP service for the disposal of used equipment by encouraging corporations and individuals to donate surplus and used computers and related peripherals. We then direct the donations to organizations throughout the US that benefit people with disabilities, students at risk, and economically disadvantaged persons.</p> <p>The HP Client Manager will follow the HP Print Policy which will be designed to follow the State of Minnesota's Enterprise Information Security Policies and Standards. The HP solution includes Disk Media Retention, Device Decommissioning and other security elements that meet this and other specific State of Minnesota IT security requirements.</p>
74	20	E. General Specifications/ Removal and Handling of Hard Drives, Old Devices, and Consumables	14.c.ii. - Contract Vendor must remove rental devices within one week of Customer request of removal.	Yes	<p>HP has read and acknowledged. The HP Client Manager will make the necessary arrangements. The HP Client Manager is accountable and performs required tracking for reporting purposes. Upon mutual notification and agreement, HP can comply.</p>
75	20	E. General Specifications/ Removal and Handling of Hard Drives, Old Devices, and Consumables	14.c.iii. - Contract Vendor cannot charge for devices after the inactivation date of the device.	Yes	<p>HP read and acknowledged. Please note, click fees are invoiced one month in arrears. The HP Client Manager will ensure compliance.</p>
76	20	E. General Specifications/	14.c.iv. - Failure to remove a device within one week of Customer request, or Customer agreed	Yes	<p>HP read and acknowledged. The HP Client Manager will ensure compliance.</p>

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Item #	RFP Page #	Section/ Subsection	Specification	Comply Yes/No	Vendor Response
		Removal and Handling of Hard Drives, Old Devices, and Consumables	upon date, may result in removal of the Contract Vendor or its Reseller/Agent or both from the Contract.		
77	20	E. General Specifications/ Removal and Handling of Hard Drives, Old Devices, and Consumables	14.d.i. - Pickup and recycling of toner cartridges and containers, including waste toner containers, is the responsibility of the Contract Vendor, regardless of provided brand. Customers must have the ability to return these consumables at NO extra charge.	Yes	HP read and acknowledged. The HP Client Manager will ensure compliance.
78	20	E. General Specifications/ Removal and Handling of Hard Drives, Old Devices, and Consumables	14.d.ii. - When the Contract Vendor(s) provides Customers with consumables, Vendors are required to provide information to Customers on collection programs. Provide information on programs.	Yes	HP has read and acknowledged. The HP Client Manager will make the necessary arrangements. This person is accountable and performs required tracking for reporting purposes. Please refer to Item 72 above for more information on HP's Recycling program.
79	20	E. General Specifications/ Removal and Handling of Hard Drives, Old Devices, and Consumables	15.a.i. - At installation, Vendor or its Reseller/Agent will set equipment to the most environmentally responsible default settings including, but not limited to, the following: 1) Maximum ENERGY STAR energy savings settings 2) Step mode using snooze/sleep modes 3) Default to duplex 4) Default to black/white (for color devices) 5) Color/toner reduction	Yes	HP has read and acknowledged. Devices will be pre-programmed with their default settings and will arrive ready to plug-in and go to work.
80	20	E. General Specifications/ Environmental Set-up	15.b.i. - Toner Containers (remanufactured or not) must meet or exceed OEM cartridge/container specifications or approved remanufactured toner cartridge/container industry standards established by the Standardized Test Methods Committee (STMC),	Yes	HP has read and acknowledged.

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Item #	RFP Page #	Section/ Subsection	Specification	Comply Yes/No	Vendor Response
81	21	E. General Specifications/ Environmental Set-up	<p>or the latest guidelines adopted by ASTM International for remanufactured or OEM compatible toner cartridges.</p> <p>15.b.ii. - Toner provided by Vendor must be free of carcinogenic, mutagenic, or teratogenic substances.</p>	Yes	<p>HP toners undergo rigorous testing and strict quality control procedures to minimize any risks from chemical substances used and to ensure product safety. HP products are labeled in accordance with applicable regulations and additional safety information is provided in the inserts of HP LaserJet print cartridge products. While safe when used as intended, HP toners are not designed or intended to be orally ingested, inhaled, or to remain in contact with skin for prolonged periods. Additional information is available upon request.</p> <p>Currently, no HP toners are designed or approved for direct food contact applications and accordingly they should not be used for food applications or direct food contact applications. Government regulatory agencies in the United States, European Union and other regions of the world have strict regulations in place to protect food supplies. These regulations apply both to chemicals that may come into "indirect contact" with foods (e.g. toners used on product packaging), as well as those chemicals that come into "direct contact" with food and are incorporated into a food product (e.g. food colorants).</p>
82	22	F. Maintenance	<p>Maintenance service must be provided during core business hours for break-fix, preventive, and emergency services. Core business hours are from 7:00 A.M. through 5:00 P.M. C.T., Monday through Friday, excluding Customer holidays.</p> <p>Provide your service hours and describe your ability to accept service requests outside core business hours.</p>	Yes	<p>HP default call center hours of operation are 8:00 a.m. to 5:00 p.m. customer's local time, business days, Monday through Friday, excluding local public holidays. After hours calling service is included.</p>
83	22	F. Maintenance/ Response Requirements	<p>1.a. - The Contract Vendor's engineer or service technician must acknowledge the service request and notify the Customer's contact of the expected arrival time of the engineer or service technician within one (1) hour of the initial service request.</p>	Yes	<p>HP has read and acknowledged.</p>

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84	22	F. Maintenance/ Response Requirements	1.b. - The Contract Vendor's Engineer or Technician must be on-site within four (4) hours of placement of service request.	Yes	HP has read and acknowledged.
85	22	F. Maintenance/ Response Requirements	1.c. - Within eight (8) hours of the engineer or technician arrival on-site, the equipment will be restored to full operating service or loaner will be provided at NO additional cost to the Customer.	Yes*	Service Technicians arrive onsite with parts. Usually, this results in a first-time fix. * In a case where additional parts are required, a fix may not occur within an 8-hour time period. The HP Client Manager is the single point of contact for escalations, including service escalations and loaner devices.
86	22	F. Maintenance/ Response Requirements	1.d. - If the equipment has not been restored to full operation within four (4) hours after the engineer or service technician's arrival, and it appears that it will take longer to repair, the Contract Vendor Service Manager and the Customer must discuss all options and should arrive at a solution acceptable to the Customer prior to engineer or technician leaving the site.	Yes	HP has read and acknowledged.
87	22	F. Maintenance/ Maintenance Personnel	2.a. - All technicians must be factory trained or certified and authorized by the Manufacturer to perform the services.	Yes	HP has read and acknowledged.
88	22	F. Maintenance/ Maintenance Personnel	2.b. - The Contract Vendor must also have a certified network engineer available during normal business hours to assist agencies in networking problems.	Yes	HP has read and acknowledged.
89	22	F. Maintenance/ Maintenance Personnel	2.c. - Technicians must be trained in both mechanical and network servicing of devices.	Yes	HP has read and acknowledged.
90	22	F. Maintenance/ Maintenance Personnel	2.d. - Upon request, for entities with a large number of devices, Contract Vendor(s) must provide to Customer a proposal for on-site maintenance personnel to accommodate Customer's business critical needs.	Yes	All services provided by HP will be onsite at no additional cost to the customer. HP will use a combination of both HP and sub-contractors to ensure we adhere to the 4 hour SLAs. HP has provided onsite services to hundreds of customers in the U.S.

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91	22	F. Maintenance/ Equipment Maintenance	Provide details of on-site maintenance personnel programs your company has provided including but not limited to: number of personnel provided on-site, customer size, details of how the program was operated, and if the program was successful. 3.a. - All equipment maintenance and/or replacement must be on-site, unless otherwise approved by the Customer.	Yes	HP has read and acknowledged.
92	22	F. Maintenance/ First Call Effectiveness	4.b. - The State requires 97% of first service calls to be resolved within one (1) visit.	No Yes	HP will do all in its power to resolve technical issues within the first visit. There are many factors that may keep HP from completing the services. For example, but not limited to the need to order and have shipped replacement parts. Per HP's response to clarification dated 12.18.19 HP can comply since we meet these requirements for mission-critical environments, to achieve 97%. Per HP's response to additional clarification dated 1.8.20 Confirmed and HP can comply.
93	22	F. Maintenance/ First Call Effectiveness	4.c. - The Contract Vendor must provide First Call Effectiveness reports available when requested by the Customer.	Yes	HP has read and acknowledged.
94	22	F. Maintenance/ First Call Effectiveness	4.d. - Provide your first call effectiveness rate.	N/A	Per the State of Minnesota's original Appendix F included in the RFP, this item is not applicable. Per HP's response to clarification dated 12.18.19 HP's first call effectiveness rate for HP-badged employees is 85%, however HP does have local service providers that we will partner with to improve the effectiveness to achieve the State's requirements on an awarded contract. Please refer to Appendix D for a list of service providers

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95	22	F. Maintenance/ Preventive Maintenance	5.a. - Preventive Maintenance notifications must be turned on upon installation.	Yes	HP has read and acknowledged.
96	22	F. Maintenance/ Preventive Maintenance	5.b. - With each service visit, the State requires Contract Vendors to adhere to the device preventive maintenance schedule each time the unit is repaired.	Yes	HP has read and acknowledged.
97	22	F. Maintenance/ Preventive Maintenance	5.c. - Parts should be replaced if at or near their replacement period.	Yes	HP has read and acknowledged.
98	22	F. Maintenance/ Excessive Service	6.a. - Equipment that develops a trend of requiring excessive service calls, as defined in the Definitions section of the RFP/Event, must be reported by the Contract Vendor to the Customer as the situation warrants.	Yes	HP has read and acknowledged.
99	22	F. Maintenance/ Communication Status	7. - Contract Vendor and its Reseller/Agents must provide continued communication regarding downed equipment and network issues. Contract Vendor must provide status updates on a schedule acceptable to Customers.	Yes	HP has read and acknowledged.
100	22	F. Maintenance/ Uptime	8.a. - 95% uptime is required for all devices.	Yes	<p>HP calculates devices uptime on a fleet level not a device level.</p> <p>Fleet Uptime shall mean the percentage of time in a given month that HP Branded Devices only within a Fleet, that are covered under the terms of SOW and any applicable SOW, herein after referred to as ("Uptime SLA Fleet") is available for Customer use, as calculated in accordance with the following formula:</p> <p>Fleet Uptime% = Minutes Fleet Available* / Minutes Fleet Required*</p> <p>(* as such terms are defined below)</p> <p>PREREQUISITES: HP will use reasonable commercial efforts to provide Customer with a Fleet Uptime SLA equal to 97% average as calculated on a monthly basis, pursuant to the terms herein. A minimum Uptime SLA Fleet of fifty (50) Devices is required to be installed and deployed as a prerequisite to begin and continue tracking and calculating Fleet Uptime SLA. In</p>

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					<p>addition, there shall be one full calendar year quarter following the installation and deployment of the Uptime SLA Fleet, known as a stabilization quarter, before the calculation of the Fleet Uptime % shall begin.</p> <p>AVAILABILITY AND REVIEW PERIODS: Customer and HP shall review HP performance against the agreed upon Fleet Uptime SLA during ADM scheduled quarterly reviews, at which time HP will provide summary reports and supporting documentation from HP's Priority Customer Support Center to substantiate the average Fleet Uptime % calculation. For the purposes of this Fleet Uptime SLA, the following definitions shall apply:</p> <ul style="list-style-type: none"> • Downtime – Shall mean the time measured from HP's receipt of a valid problem ticket during the hours of 8:00 am to 5:00 pm Customer local time, Monday through Friday excluding Business Holidays until resolution/fix of the support issue; provided that such problem ticket has been generated through the Customer's help desk system after the problem has been first addressed for first level support by Customer utilizing the Customer's standard support process. Such Downtime shall not include failures caused by improper operation of the HP provided Device; misuse, abuse or operation of the HP-provided Device in unapproved environmental conditions; failures resulting from other than HP Provided Device hardware issues (e.g., network problems, including those caused by external network devices and power failures); planned preventive maintenance, planned upgrades, or movement of the Device; end-user resolvable conditions (e.g., paper jams, toner replacement) ; or situations of force majeure. • Minutes Fleet Required – Shall mean the number of Devices in the Uptime SLA Fleet deployed at the beginning of the month times the number of minutes in the month (i.e., number of minutes in a day times the number of days in the month) • Minutes Fleet Available – Shall mean Minutes Fleet Required minus minutes of Downtime <p>Per HP's response to clarification dated 12.18.19</p> <p>At a fleet level, HP meets 97% uptime and therefore HP can comply. HP defines a fleet as the aggregate of all devices.</p> <p>HP's first call effectiveness rate for HP-badged employees is 85% however HP does have local service providers that we will partner with to improve the effectiveness to achieve the State's requirements on an awarded contract. Please refer to Appendix D for a list of service providers</p>

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101	23	F. Maintenance/ Uptime	8.b. - For any device that does not meet the 95% uptime requirement for a given month, Customer may negotiate remedies on a case by case basis.	Yes	Per HP's response to additional clarification dated 1.8.20 Confirmed. HP meets 97% uptime and therefore HP can comply HP calculates devices uptime on a fleet level not a device level. Per HP's response to clarification dated 12.18.19 At a fleet level, HP meets 97% uptime and therefore HP can comply. HP defines a fleet as the aggregate of all devices. Per HP's response to additional clarification dated 1.8.20
102	23	F. Maintenance/ Software Updates/ Upgrades	9.b. - Contract Vendor is required to communicate available updates/upgrades to customer as soon as its general availability date.	Yes	Confirmed. HP meets 97% uptime and therefore HP can comply HP has read and acknowledged.
103	24	G. Manufacturer Contract Account Support & Service	The State requires a dedicated Contract Account Executive Team for both sales and support. Provide a concise and thorough narrative describing how the Contract will be supported by your senior management.	Yes	If for any reason the State or Authorized User does not receive resolution through the primary Account Manager contact, the next step in the escalation path is to the Executive Contract contact through the Director of Sales Management, Debra Lee, who will manage any escalation to completion and customer satisfaction. The Contract Sales Management team escalates the issue to the highest level (executive management Level 3 or 2) until resolution. As the process of ensuring clear and consistent communication during an escalation is just as important as, if not more than, the escalation process itself, these teams will streamline communications by sending regular status emails to the appropriate State contacts and/or Authorized User designated contact. HP Resources for Proposed Solution HP expects to fulfill this contract using existing resources. HP understands cultivating a successful long-term relationship requires a knowledgeable account team that consistently meets or exceeds your expectations. One of HP's key differentiators is our commitment to professional account management. We leverage our experience and unique characteristics of

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					<p>our field teams to link HP and the State together to promote technological developments within the State.</p> <p>The Primary Account Manager and the HP Account Managers are responsible for managing HP's overall relationship with the State and ensuring appropriate HP resources are engaged, including experienced sales professionals, skilled technical support staff, and subject matter experts. Possessing the right blend of knowledge, skills, and experience, the HP team assists the State in managing every aspect of IT ownership, from early product disclosures and presales consulting to technology refresh planning and redeployment of assets.</p> <p>This RFP and subsequent awards are designed to be very broad in reach to SLED organizations within the State. HP's coverage plan involves a multilayer approach of specific job function and expertise to be able to respond to requests and search for opportunities to work with all users covered by this RFP. Each organization is considered an "account" in the HP vernacular.</p> <p>Amy Kretsch-Ward, Primary Account Manager: The Field Account Manager (FAM) is the Commonwealth's primary point of contact for HP products and directly manages all aspects of the relationship, from pricing to new product and strategic disclosures. The FAM engages the appropriate HP resources as your customer advocate. FAMs are backed up by their territory partners (Inside Account Managers) who share responsibility for client interaction and satisfaction.</p> <p>Josh Daavetttila, A3/A4 Managed Services & Sales Solution Specialist: A3, A4 Multi-function devices, Print, Large Format categories. The Managed Service Specialist (MSS) leads the HP account team to meet the Authorized User agencies requirements while meeting customer satisfaction and service level metrics. The Sales Solutions Specialist, Large Format is part of a 7-member sales team that supports the U.S. He works directly and indirectly with all sales teams on questions, solutions and sales of wide format devices. He also works directly with HP customers and provides training and technical assistance to customers when required. The A3 Technical Sales Specialist (TSS) is a member of the local HP field sales team. The TSS provides Authorized Users support on HP's new A3 copier portfolio, managed print services, and solutions support, primarily to assist in selecting the best fit HP A3 MFP for their environments and applications.</p>

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					<p>Jeremy Scarpelli, Inside Account Manager (IAM): Works in partnership with the Field AM to assist the State or any agency in the State, with questions, product information or sales needs. IAMs are paired with the Field AM to ensure quick response to inquiries, quotes and support issues, not including technical support. Support is also provided through "task substitution," such as quote support, customer follow-up, problem resolution, seed placement request, product availability and delivery questions.</p> <p>Elizabeth Leach Contract Sales Manager and Debra Lee, Director, Contract Sales Management: The Contract Sales Manager is dedicated to the contract and supporting staff to manage and drive contract deliverables, and acts as an escalation point and facilitator for customer satisfaction issues.</p> <p>Kenneth Fyfe and Dave Chappell General Managers: Responsible for sales and overall customer satisfaction for the Great Lakes Area.</p> <p>Todd Gustafson Vice President, Sales Executive Sponsor: In his assigned region, the Vice President (VP) is most often the final escalation point for issues. The Executive Sponsor (ES) is responsible for establishing and strengthening executive relations and customer satisfaction by ensuring HP is responsive to the State. The ES serves as an escalation point for the customer and account team.</p> <p>Please refer to HP Response to Appendices C-E, Appendix C, for additional contact information.</p> <p>HP has read and acknowledged.</p>
104	24	G. Manufacturer Contract Account Support & Service/Manufacturer Contract Account Executive Team	1.f. - The Reports Coordinator is responsible for providing specified reports as requested by Customer.	Yes	
105	24	G. Manufacturer Contract Account Support & Service/Contract Management	2.a. - Describe your procedures for problem resolution regarding issues, service, equipment, invoicing, root cause analysis method, and corresponding action plan procedures.	Yes	<p>HP will assign a Client Manager to each State Agency to be the single point of contact for the State to resolve issues regarding service, equipment, invoicing, root cause analysis method, and corresponding action plan procedures. The Client Manager will work with the State to ensure all issues are addressed and corrected in a timely manner.</p>

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105	24	G. Manufacturer Contract Account Support & Service/Contract Management	2.b. - Upon notice of a Contract issue or problem, the Contract Vendor (or appropriate representative) must respond to the Customer within 24 hours of receipt. Should resolution extend beyond the first 24 hours, Contract Vendor (or appropriate representative) must continue to update the Customer daily until resolution is achieved. 2.c. - Provide a chain of escalation and timeline for problem resolution. Include the names and contact phone numbers of the individuals in the chain.	Yes	HP has read and acknowledged.
107	25	G. Manufacturer Contract Account Support & Service/Contract Management		Yes	The first point of escalation for any problem resolution would be to contact the Client Manager who handles the Services roles. Temporarily, Joshua Daavettilla is the contact until an award. His email is josh.daavettilla@hp.com We would hope to resolve any escalation within 24-48 hours. The next contact would be the Executive Contract Manager, Debra Lee, Director of Contract Sales Management who can be reached at debra.lee@hp.com or 847-537-0344 (office) or 847-922-2977 (cell). If Debra is out of the office, Elizabeth Leach can be contacted at Elizabeth.leach@hp.com or 501-849-4740. The goal is to resolve any escalations within 24-48 hours. Rather than have a huge listing of escalations, we prefer to provide two levels to avoid agency frustration and a quicker turnaround timeline for resolutions. HP has read and acknowledged.
108	25	G. Manufacturer Contract Account Support & Service/Ordering	3.a. - Contract Vendors must provide an order process that is efficient, easily understood and promotes accurate reporting.	Yes	
109	25	G. Manufacturer Contract Account Support & Service/ Reseller/Agents	4. - Contract Vendors are responsible for ensuing Contracts and actions/inactions of their authorized Reseller/Agents.	Yes	HP understands and may be utilizing service providers to perform services.
110	25	G. Manufacturer Contract Account	4.a. - If the Acquisition Management Specialist determines that an authorized Reseller/Agent is performing unsatisfactorily, the Contract Vendor	Yes	HP understands and may be utilizing service providers to perform services.

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111	25	Support & Service/ Reseller/Agents G. Manufacturer Contract Account Support & Service/ Reseller/Agents	will receive written notification that the Reseller/Agent can no longer be used for this Contract. 4.b. - Describe the communication and training plan between the Contract Vendor and Reseller/Agents to educate Contract Terms & Conditions.	Yes	HP will only use agents for break/fix services. We will work with the agents to ensure they are aware of the 4-hour SLA we will provide to the State. All other contract terms will be handled between the state and HP.
112	25	G. Manufacturer Contract Account Support & Service/ Reseller/Agents	4.c. - No subcontract or delegation of work relieves or discharges the Contract Vendor from any obligation, provision, or liability under the Contract.	N/A Yes	HP has read and acknowledged.
113	25	G. Manufacturer Contract Account Support & Service/ Reseller/Agents	5. - Contract Vendor must provide statewide coverage.	Yes	HP has read and acknowledged.
114	26	H. Reseller/Agent	The Manufacturer submitting the response will be considered legally responsible for the response (and the Contract, if awarded).	Yes	HP has read and acknowledged.
115	26	H. Reseller/Agent	Contract Vendors are responsible to monitor Reseller/Agents to ensure that Reseller/Agents uphold the terms and conditions of the Contract.	Yes	HP has read and acknowledged.
116	26	H. Reseller/Agent	Repeated infractions of the terms and conditions of a Manufacturer's Reseller/Agent may be grounds for removal of Reseller/Agent from the Contract and/or default of Contract.	No Yes	Please refer to Attach 1 - HP Proposed Changes to General & Special Terms for HP's proposed changes to this language. Per HP's response to clarification dated 12.18.19 HP understands and appreciates the opportunity to clarify. HP can comply fully with this section provided it receives prompt notice of default and is afforded reasonable opportunity to cure such default.

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					Per HP's response to additional clarification dated 1.8.20 Confirmed. HP understands and complies.
117	26	H. Reseller/Agent	1. - Only Reseller/Agents approved by the Acquisition Management Specialist can be used during this Contract.	Yes	HP has read and acknowledged.
118	26	H. Reseller/Agent	1. - Customers reserve the right to determine which Reseller/Agent(s) they will work with.	Yes	HP has read and acknowledged.
119	26	H. Reseller/Agent	3. - After the effective date of the Contract, the Contract Vendor must not, without prior written approval of the Acquisition Management Specialist, subcontract for the performance of any of the Contract Vendor's obligations except those obligations that were already approved for subcontracting when the Contract was awarded.	Yes	HP has read and acknowledged.
120	26	H. Reseller/Agent	3. - The provisions of the Contract must apply with equal force and effect to all Reseller/Agents engaged by the Contract Vendor and approved by the State.	Yes	HP has read and acknowledged.
121	27	I. Standards Program	1. - The State expects discounts for products listed on the Standards Program will be greater than discounts for products not listed under the Standards Program. Include a statement indicating your company's commitment to provide deeply discounted standard configurations.	Yes	HP has read and acknowledges. HP is committed to providing deep discounts to the standard devices proposed in the RFP. Discounts can be up to 77% off list price for the standard devices.
122	27	I. Standards Program	2. - Standard Configurations will be refined throughout the life of the Contract through the Minnesota Buy-IT Standards Products Program. Minnesota Buy-IT Standards will be used for most purchasing needs.	Yes	The assigned HP Client Manager will provide change management as required.

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123	27	I. Standards Program	2. - Initial product offerings for standards may be proposed but the State reserves the right to negotiate final products to be included in the Minnesota Buy-IT Standards program. 3. - Contract Vendors and their Reseller/Agent(s) shall commit to selling Minnesota Standards, unless discussion with the Customer clearly demonstrates the need to deviate.	Yes	HP has read and acknowledged.
124	27	I. Standards Program	3. - Contract Vendor(s) will be required to report the percentage of sales of standard vs. non-standard equipment quarterly.	Yes	HP has read and acknowledged.
125	27	I. Standards Program	4. - Products and standards are refreshed (updated) as needed. The refresh process is critical to providing a set of standards that are in sync with the overall industry and adequately reflect the needs of the users who rely on these standards. Pricing may be set by Contract Vendors at each refresh and may be adjusted monthly.	Yes	HP has read and acknowledged. It will be the responsibility of the assigned Client Manager to manage pricing requirements.
126	27	I. Standards Program	Downward price changes are automatically approved. Upward price changes are subject to approval and are typically only allowed when the entire industry experiences a significant event that affects pricing for all Contract Vendors.	Yes	The assigned HP Client Manager will provide invoice customization as required. An example invoice with these parameters can be created and attached to the contract. Please refer to Attachment 4 - HP Sample Invoice for an example.
127	28	J. Invoicing	1. - Contract Vendor(s) will be required to provide sample invoice before execution of a contract. Sample invoice must contain at a minimum following information and will be attached to the Contract. a. Customer Name	Yes	

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Item #	RFP Page #	Section/ Subsection	Specification	Comply Yes/No	Vendor Response
			<ul style="list-style-type: none"> b. PO Number c. Invoice Number d. Contract Number e. Equipment Type - base configuration and accessories listed separately f. Equipment Identification Number or Serial Number g. Quantity h. Equipment Location i. Pricing – List Price, Contract Discount, Price after Discount, Click charge, Amount of Clicks j. Rental Term (if applicable) k. Monthly Rental Fee or Purchase Price base configuration with accessories listed separately l. Starting and ending meter reads and number of copies made per billing cycle m. Maintenance Fee n. Trade-in or removed equipment, including brand/model and serial numbers on the initial invoice. Must detail negotiated credit for trade-in, if applicable. 		
128	28	J. Invoicing	<ul style="list-style-type: none"> 2. - Contract Vendor's solution must include an option to allow for electronic collection or input of meter readings by Customers. 	Yes	HP has read and acknowledged.
129	28	J. Invoicing	<ul style="list-style-type: none"> 3. - The Contract Vendor must provide accurate invoicing based on monthly or quarterly meter readings of installed equipment. Estimated billing is NOT acceptable. 	Yes	HP provides actual, not estimated, billing managed by the Client Manager over the Service roles of the contract. We strive for perfection, yet, we know that contracts exist since perfection is not guaranteed. However, HP will make every effort to ensure accurate invoicing.

HP's Narrative Response to the RFP

Item #	RFP Page #	Section/ Subsection	Specification	Comply Yes/No	Vendor Response
			<p>Provide details on how your company guarantees accurate invoicing.</p> <p>Provide the steps involved for resolving disputed invoices.</p> <p>Describe your company's ability and commitment to provide a dedicated contact or team to assist with customer invoice questions.</p>		<p>HP steps to collection data is through HP branded software which resides on equipment and initiates communication with the HP Data repository on a regular basis to check for work instructions. The HP repository then provides instructions to the data collector to pull usage information from each specified device in the Purchasing Entity's environment. Usage data is only collected daily.</p> <p>The data collector sends directed network packets to the specified devices, requesting the usage information, which is then passed from the devices back to the data collector and sent through the Purchasing Entity's firewall to the HP data repository. The usage information is updated once a day on the HP MPS web portal, a highly-secure website, where the Purchasing Entity can view reports describing device usage and trends. For selected MPS invoicing options, data is extracted from the HP data repository and used to create an invoice for the Purchasing Entity.</p> <p>HP will have a specific assigned Client Manager, who handles the services and invoicing under the contract. This contact will be dedicated to the State of Minnesota. Our commitment to serving the State and procuring agencies is outlined in the dedicated team in HP Response to Appendices C-E, Appendix C, and HP has assigned the most senior Executive Contract Manager to support the State of Minnesota. The Executive Contact has worked with the State of Minnesota managing a large contract and the Executive Management team at HP's support and commitment to the State to show our ability and commitment to provide a dedicated contact and team to assist should any customer invoicing issues or questions arise.</p>
130	28	J. Invoicing	3. - Contract Vendors must adhere to all tax codes, local and State, as they relate to specific customers.	Yes	HP has read and acknowledged.
131	28	J. Invoicing	4. - The Contract Vendor must make arrangements for copy credit to allow for device malfunction and to compensate for extra meter clicks when service representatives make copies in servicing or preparing the device.	Yes	The assigned HP Client Manager who handles the service roles will provide invoice remediation as required.
132	28	J. Invoicing	5. - The State desires Contract Vendors to utilize the Internet and online tools to maximize the efficiency and accuracy of invoicing. As an	Yes	HP has read and acknowledged. Please refer to HP's response in Item 138 for examples of existing online tools available.

HP's Narrative Response to the RFP

Item #	RFP Page #	Section/ Subsection	Specification	Comply Yes/No	Vendor Response
			option, online tools need to be available and accessible if desired by a Customer. Provide examples of existing online tools available.		
133	28	J. Invoicing	6. - The Contract Vendor must offer the option of summary invoicing. Define summary invoicing and provide any invoice options for equipment and maintenance that maximize the efficiencies for the State and CPV members.	Yes	HP can offer summary invoicing options based on the procuring entities requirements. The assigned HP Client Manager who handles the service roles will provide a one-page invoice summary (along with the detailed Excel Invoice Backup Report if requested) in PDF format. This is standard practice.
134	28	J. Invoicing	7. - Upon request from the Customer, Contract Vendor will provide quarterly billing.	Yes	As a standard rule HP will bill monthly. Quarterly billing may be negotiated upon down selection.
135	29	K. Reporting	All reports shall be accessible and device readable.	Yes	HP has read and acknowledged.
136	29	K. Reporting	Contract Vendor(s) will be expected to meet with the State periodically to review reports and the Contract. Contract Vendor(s) MUST combine all Reseller/Agent data into a single report for the State.	Yes	HP has read and acknowledged.
137	29	K. Reporting	1. - Quarterly reports will be delivered to the Department of Administration, Office of MNIT Services, Minnesota Pollution Control Agency, and other Customers upon request. These reports may include, but are not limited to: a. Sales Report b. Rental Report c. Maintenance Report d. Upgrades, Downgrades and Early Termination Report	Yes	Please refer to Attachment 8 - HP Sample Reports . HP can also compile additional customer reports upon contract award.

HP's Narrative Response to the RFP

Item #	RFP Page #	Section/ Subsection	Specification	Comply Yes/No	Vendor Response
138	29	K. Reporting	<p>e. End of Life Management Report</p> <p>f. Summary Report</p> <p>Upload a sample of each of the above reports when prompted in your electronic response.</p> <p>2.7.2.a. - Reports to State agencies and CPV members must be available electronically upon request or on a regular periodic schedule as negotiated by the Customer and the Contract Vendor. Custom reports must be provided to the Customer within five (5) working days of request. These reports may include, but are not limited to:</p> <ol style="list-style-type: none"> i. Number of service calls placed ii. Excessive service calls iii. Technician visits by device iv. Response time v. First Call Effectiveness vi. Number of phone fixes, duration vii. Uptime % per device viii. Number of copies between service calls ix. Number of preventive maintenance checks completed per device and dates completed x. Number of devices xi. Location of devices xii. Click usage by device xiii. Historical total clicks by device or Customer xiv. Average monthly clicks by device or Customer 	Yes	<p>HP has read and acknowledged.</p> <p>HP understands and State agencies and CPV members have the HP Service Portal available, a secure website that enables an Authorized User to view contract and printer fleet details online. Authorized Users can also view printer usage reports and submit online service requests.</p> <p>Features:</p> <ul style="list-style-type: none"> • Online access to all of Authorized User's contract details at any time - list of fleet devices, equipment location, addresses, and supplies information • Web-based ordering capabilities for supplies and preventative maintenance kits, as well as for initiating next business day onsite hardware support • Detailed reports, including device tracking, device utilization, and trend analysis; note that these reports require the HP Management Server (MgtS) collection agent to gather the statistical data for the reports. Authorized User can quickly and easily sort the data according to a variety of criteria, including serial number, location, or device type. • Contract, equipment, and usage information can be viewed, printed or saved in Excel format to allow the user agency to create graphs, charts, and spreadsheets for visual presentation or further offline analysis. Custom reports are available upon request and can be generated with in the timeline requested to include the details in this section or as requested by the Authorized User.

HP's Narrative Response to the RFP

Item #	RFP Page #	Section/ Subsection	Specification	Comply Yes/No	Vendor Response
139	30	K. Reporting	<p>xv. Installed equipment approaching end of life and end of support EPEAT certification level of equipment placed</p> <p>xvi. Customers desire electronic collection of meter readings to facilitate the online monitoring of usage and maintenance reports.</p> <p>Describe any existing capability or commitment to develop capabilities that would allow for recording of usage by Customers.</p> <p>2.c. - Upon completion of the Contract or in the event the State undertakes or awards a successor Contract, report data must be available for Customers for up to sixty (60) days after end date of the Contract at no additional charge.</p>	Yes	HP has read and acknowledged. Please refer to HP's response to Item 129 for further details regarding HP's existing capabilities.
140	30	K. Reporting	2.d. - The service history of a device may be requested at any time by a Customer. If a service history is requested, it must be provided to the Customer within one (1) business day.	Yes	HP has read and acknowledged.
141	30	K. Reporting	If requested, Contract Vendor(s) must work with Customers to develop comprehensive print managing print behaviors.	Yes	HP will make reasonable efforts to provide within one (1) business day.
142	31	L. Print Assessment		Yes	HP will discover and document the State's current IPE ("Current State") and will design the future state Fleet ("Future State"). During discovery, HP will gather information on current device location, condition, print volume, configuration, features and functionalities, as well as specific infrastructure and business needs, and will utilize the collected data to design a Future State. HP will perform discovery services utilizing both onsite and remote resources. The selection or designation of a Site for Onsite discovery versus a remote discovery will be set forth in the SOW and any applicable SSOW. The Future State design will be based on the State's design criteria (i.e. target user-to-device ratios, device acquisition criteria, etc.) as documented between the parties. HP will complete one Design per Site and, if needed, one refinement of the design, based on further Customer input. The State must approve any Fleet Design before HP orders and installs the Devices.

HP's Narrative Response to the RFP

Item #	RFP Page #	Section/ Subsection	Specification	Comply Yes/No	Vendor Response
143	31	L. Print Assessment	The Customer reserves the right to utilize a third-party print assessment service if desired.	Yes	HP has read and acknowledged.
144	31	L. Print Assessment	Identify who is on your company's assessment team and where they are located.	N/A	All assessment teams are located in the USA. HP will provide remote assessment team contact information upon contract award.
145	31	L. Print Assessment	New assessment recommendations presented and approved by Customer must be managed and monitored. Activities including but not limited to mapping, planning, delivery, installation, asset tagging, testing, and removal of equipment must be measured and communicated to the Customer at agreed upon intervals (e.g. weekly, monthly, quarterly).	Yes	HP has read and acknowledged.
146	31	L. Print Assessment	State may require information regarding assessments be reported upon quarterly.	Yes	HP has read and acknowledged.
147	31	L. Print Assessment	Assessment Plans should outline steps for continuous measurable progress. Contract Vendor must assist Customer in creating metrics to manage and change printing behaviors. No extra fees will apply for these services.	Yes	HP has read and acknowledged.
148	31	L. Print Assessment	Print Assessments may include, but are not limited to, the following: a. Detailed print volumes by device. b. Maps of current device locations and new device locations and associated volumes for both. c. Volume and location data to support proposed "right-sizing" of devices. d. Detailed device usage information. e. Comparison report of actual costs for existing devices to proposed new device per-page cost.	Yes	HP has read and acknowledged.

HP's Narrative Response to the RFP

Item #	RFP Page #	Section/ Subsection	Specification	Comply Yes/No	Vendor Response
			<ul style="list-style-type: none"> f. Potential mix of existing and new device cost savings. g. Description of software proposed, why needed, cost benefit. h. Total cost savings. i. Results of personnel interviews. j. Installation Plan. k. Specifications/brochures of all proposed devices. l. Asset tagging and management. m. Organizational change management plan. 		
149	32	M. Cost Specifications	Prices quoted shall be firm (or less than) for as long as the model is on Contract.	Yes	HP has read and acknowledged.
150	32	M. Cost Specifications	Prices shall be the same for all locations.	Yes	HP has read and acknowledged.
151	32	M. Cost Specifications	The Customer reserves the right to negotiate volume rates based on large quantities from the same Contract Vendor. The Responder MUST offer their best pricing to all Customers regardless of size.	Yes	HP agrees to provide volume pricing/rates based on the volume requests and will provide the customer purchasing quantity one the best price HP is offering in this response.
152	32	M. Cost Specifications	Appendices H-1, H-2, and H-3, Price Schedules MUST be completed and submitted as the cost proposal. The State requires responders to provide pricing on purchase and rental of equipment per segment, maintenance (cost per copy and low/high base), accessory and software discounts, overall discount (non-standard devices), and Standards discount.	Yes	HP's pricing is included in the HP Response to Appendix H-1, HP Response to Appendix H-2, and HP Response to Appendix H-3 files uploaded to this section. As indicated in HP Response to Appendix H-1 and HP Response to Appendix H-2 at this time with any future discounts to be negotiated upon purchase.
153	32	M. Cost Specifications	Pricing for the equipment under this solicitation MUST include everything that is required for the equipment to operate, except paper.	Yes	HP has read and acknowledged.

HP's Narrative Response to the RFP

Item #	RFP Page #	Section/ Subsection	Specification	Comply Yes/No	Vendor Response
154	32	M. Cost Specifications	Proposed pricing must include all requirements noted in the technical worksheets for each segment. Provide proof of baseline pricing from Buyers Laboratory (BLI) by uploading with your response when prompted in Swift.	Yes	BLI baseline pricing available for the products proposed is uploaded with our response. All HP branded products baseline pricing for the product uploaded is published publicly at HP's Company website under HP's US Commercial List price.
155	32	M. Cost Specifications	Discounts must remain firm, or may be increased, during the life of the Contract.	Yes	HP has read and acknowledged.
156	32	M. Cost Specifications	All costs related to delivery, including but not limited to removal of any packaging material, installation, surge protection, testing, training, software updates, overwrite/encryption, removal of existing hard drive, installation of new hard drive, and MFD removal are to be included.	Yes	HP has read and acknowledged.
157	32	M. Cost Specifications	Customer may change to another maintenance pricing model at any time.	Yes	HP has read and acknowledged.
158	32	M. Cost Specifications	Rental plans are to be available for 12, 36, 48 and 60 months with each commencing on the date of installation. Short-term rental of new equipment may be put in place for a term not to exceed 12 months.	Yes	HP has read and acknowledged. HP's rental formula is the base fee multiplied by 12 months.
159	32	M. Cost Specifications	Provide your rental formula. 1.a. Responders are to provide a single cost-per-copy (click) charge that will be applied across all segments for black/white devices and a single cost-per-print (click) charge that will be applied across all segments for color devices. These rates will be used for all standard and non-standard devices.	Yes	HP has read and acknowledged.
160	32	M. Cost Specifications	1.b. Responders are to provide a cost-per-copy (click) charge that will be applied across all	Yes	HP has read and acknowledged.

HP's Narrative Response to the RFP

Item #	RFP Page #	Section/ Subsection	Specification	Comply Yes/No	Vendor Response
			segments for low base coverage costs for both black/white and color devices. These rates will be used for all standard and non-standard devices.		
161	32	M. Cost Specifications	1.c. Responders are to provide a cost-per-copy (click) charge that will be applied across all segments for high base coverage costs for both black/white and color devices. These rates will be used for all standard and non-standard devices.	Yes	HP has read and acknowledged.
162	33	M. Cost Specifications	2.a. and 3.a. Maintenance costs will be based on a "cost per copy," "low," or "high" basis and NOT included in the rental rate.	Yes	HP has read and acknowledged.
163	33	M. Cost Specifications	2.a. and 3.a. The State reserves the right to utilize the maintenance structure(s) deemed most efficient for the State through the standards process and may change the low and high base figures.	Yes	HP has read and acknowledged.
164	33	M. Cost Specifications	2.a. and 3.a. Price for maintenance will be the same on all equipment regardless of the procurement method utilized.	Yes	HP has read and acknowledged.
165	33	M. Cost Specifications	2.a. and 3.a. For purchases, there will be no maintenance charge until the 90-day warranty has expired. Responders are expected to consider 90-day warranty as cost savings when calculating their rental maintenance packages for the State.	Yes	HP has read and acknowledged. Please note that the majority of the HP products carry a 90-day standard warranty. HP's pricing already incorporates device-specific warranty credits based on warranty period and SLA.
166	33	M. Cost Specifications	2.a. and 3.a. Maintenance is to include all service components and all consumable supplies (excluding paper).	Yes	HP has read and acknowledged.
167	33	M. Cost Specifications	2.b. and 3.b. Accessory and Software Discounts. Discount percentages are to be used across the	Yes	Based on Addendum 01, this section is now numbered 4.c.i in the Special Terms and Conditions document.

HP's Narrative Response to the RFP

Item #	RFP Page #	Section/ Subsection	Specification	Comply Yes/No	Vendor Response
168	33	M. Cost Specifications	2.c. and 3.c. Discounts may vary by segment.	N/A Yes	HP has read and acknowledged.
169	33	M. Cost Specifications	2.c. and 3.c. Discounts must be higher for standard devices than for devices in your non-standard catalog (Overall Discount).	Yes	HP has read and acknowledged.
170	34	M. Cost Specifications	4.a. Bulk Pricing. Responders may propose additional discounts based on quantity purchases. This discount would be applied in addition to the base standards or overall discount provided. Tables provided in Appendix H-3 are for example only and responders can develop their own model setting thresholds for dollars or units to gain additional discount.	N/A Yes	HP understands and has provided responses in the HP Response to Appendix H-3 uploaded file.
171	34	M. Cost Specifications	4.b. Labor. Weekday Overtime, Weekend, Holiday, and for Emergency Service. Per the RFP weekday, core working hours are from 7:00 AM through 5:00 PM Central time. Applicable State holidays are: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving and the day following Thanksgiving, and Christmas Day. CPV holidays may be different. Contract Vendor must confirm applicable holidays with Customer.	Yes*	* The State of Minnesota has been provided with 24x7 Priority Phone Support service. Normal HP Priority Phone Support is available on business days from 8:00 a.m. to 5:00 p.m. local time, Monday through Friday.

HP's Narrative Response to the RFP

Item #	RFP Page #	Section/ Subsection	Specification	Comply Yes/No	Vendor Response
172	34	M. Cost Specifications	4.c. Relocation and Moves Over 50 Miles. The Contract Vendor will provide relocation services at no charge for moves under 50 miles.	Yes*	HP has read and acknowledged. *HP has included a move allowance. Per HP's response to clarification dated 12.18.19 HP can comply and requests removal of the note regarding move allowance.
173	34	M. Cost Specifications	4.c. Responders may propose one flat rate for relocations and moves over 50 miles.	N/A Yes	HP has read and acknowledged.
174	34	M. Cost Specifications	4.c. Upon completion of relocation Contract Vendor will provide a preventive maintenance service call.	Yes	HP has read and acknowledged.
175	34	M. Cost Specifications	4.c. The Contract Vendor is responsible for repairs that may be required following any relocation performed by the Contract Vendor or its Reseller/Agent.	Yes	HP has read and acknowledged.
176	34	M. Cost Specifications	4.c. For Customer self-moves, no removal or installation charges will be billed, no other fees shall apply.	Yes	HP has read and acknowledged.
177	34	M. Cost Specifications	4.d. Added Value. Responder may propose any added value items and their associated costs. The State reserves the right to accept or reject any or all added value proposals, whichever is in the best interest of the State.	N/A Yes	HP may propose additional items during the contract term with the State of Minnesota's approval.
178	34	M. Cost Specifications	5.a. Funding Out. Termination charges will NOT apply to those rental plans canceled due to Funding Out (whether at agency or CPV level).	Yes	HP has read and acknowledged.
179	34	M. Cost Specifications	5.b. Early Termination. Propose a process for negotiating terms of early termination on a case by case basis	Yes	The HP Client Manager will work with the site requiring Early Termination to determine the best path forward. For example, there may be an opportunity to move a to-be-terminated device to another location needing a device. If an early rental termination fee is required, the Client Manager will provide costs and collaboratively coordinate required actions.

HP's Narrative Response to the RFP

Item #	RFP Page #	Section/ Subsection	Specification	Comply Yes/No	Vendor Response
180	34	M. Cost Specifications	<p>5.c. Trade-ins. Customers may trade in a minimum of one (1) device per placement of existing MFD they own at a price the Customer and the Contract Vendor mutually agree on. The trade-in amount will be given in the form of a credit and subtracted from the invoice. Equipment must be disposed of according to the Removal and Handling of Hard Drives, Old Devices, and Consumables under the General Specifications of the RFP.</p> <p>Note: State agencies are required to complete a Property Disposition Request Form prior to agreeing to a trade-in proposal. Here is the link to the Property Disposition Request Form: https://mn.gov/admin/government/surplus-property/resources/.</p>	Yes	HP has read and acknowledged. Please refer to Item 72 for HP's Trade-In Program.
181	34	M. Cost Specifications	5.d. The State reserves the right to add leased MFDs to the Contract at the request of a specific Customer to meet their needs. Price will be negotiated between the Contract Vendor, the AMS, and the Customer.	Yes	HP has read and acknowledged.
182	34	M. Cost Specifications	5.e. The State reserves the right to request pricing for remanufactured and/or reconditioned Multifunction Devices on a case-by-case basis at the request of a specific Customer, to meet that Customer's needs. Price will be negotiated between the Contract Vendor, the AMS, and the Customer.	No Yes	<p>HP provides only new products; however, HP has partners and can work with the state on a solution for remanufactured or reconditioned devices.</p> <p>Per HP's response to clarification dated 12.18.19</p> <p>Yes, HP can comply with this specification and apologizes for any confusion.</p>

Exhibit D: Pricing

1. Contract Pricing.

1.1 In General. Prices listed take into consideration all inherent costs of providing the requested goods and services. The Contractor agrees to pay any and all fees, including, but not limited to: duties, custom fees, permits, brokerage fees, licenses and registrations, government taxes, overhead, profit, parking permits, proper disposal of materials, insurance payments. The State will not pay any additional charges beyond the price(s) listed, unless otherwise provided for by law or expressly allowed by the Contract. Prices listed within Exhibit D are maximum prices. These maximum prices shall remain firm for the initial term of the Contract. The Price List may not include any additional terms or conditions. A unit price and a total for the quantity must be stated for each item quoted. Prices must be quoted in United States currency. Any increase to Contract pricing requires a duly executed amendment to this Contract. Contractor may provide lower pricing at its discretion without requiring a duly executed amendment to the Contract.

1.2 Discount-off List Pricing. Prices offered for equipment are a percent (%) discount from the Manufacturer's (Original Equipment Manufacturer – OEM) List Price or Dealer's List Price. The discount offered must remain firm, and may be increased, during the life of the Contract. After the initial term of the Contract, the manufacturer's or dealer's price list may be updated upon mutual agreement by the State and the Contractor through a fully executed amendment.

The product purchase price from the supplier must be verifiable with a quote, billing statement, or invoice upon request from the State or Ordering Entity.

1.3 Hourly Rate Pricing. This is the rate(s) detailed in the Contract for each service or category of service provided by Contractor. State will not pay for travel-related expenses, travel time, meals, lodging, or idle time.

2. Installation Services.

The Contractor must not charge a separate fee for an installation or mounting service. The price for equipment, attachments, or options includes all installation and mounting costs.

3. Price Schedule(s).

The following price schedule(s) are hereby attached and incorporated into this Exhibit D as follows:

3.1 Price Schedule A – New Black and White Device Price Schedule

3.2 Price Schedule B – New Color Device Price Schedule

3.3 Price Schedule C – Miscellaneous Price Schedule

4. Transportation.

All prices must be FOB Destination, prepaid and allowed (with freight included in the price), to the ordering entity's receiving dock or warehouse, or as otherwise instructed on the purchase order by the ordering entity. In those situations in which the "deliver-to" address has no receiving dock or agents, the Contractor must be able to deliver to the person specified on the purchase order.

5. Taxes.

DO NOT add sales tax to the prices being offered. Unless otherwise instructed by the State, agencies will pay all applicable taxes directly to the Department of Revenue. Per Department of Revenue Tax Fact Sheet 142, State agencies are not required to submit an ST3 form to their suppliers. See <http://www.revenue.state.mn.us>

If orders are issued by Cooperative Purchasing Venture (CPV) Members, the Contractor should confirm all of the tax requirements with the ordering entity.

Exhibit D.1– New Black and White Device Price Schedule

One click rate for each option will be used across the board for all black and white devices regardless of segment for copy/print and for low/high base overages. These rates will also be used for all standard and non-standard devices.

Maintenance Options (Black and White)	
Cost per black/white copy	\$0.00674
Base A Overage (black/white)	\$0.00607
Base B Overage (black/white)	\$0.00607

Indicate toner coverage percentage that maintenance is based upon: 5 % Fill

The following minimum discount percentages to be used for black and white devices. Also provide additional discount details for selected accessories and software. These discount percentages will be used for all standard and non-standard devices.

Accessory Discounts (Black and White)	
Minimum Accessory Discount Percentage:	52% (A4) 77% (A3)
Provide Additional Discount Details for Selected Accessories:	Can be worked out at time of order
Software Discounts (Black and White)	
Minimum Software Discount Percentage:	N/A at this time
Provide Additional Discount Details for Selected Software:	N/A at this time

Pricing for base unit plus the following accessories for Segment 1: copy/print/scan, 1 cassette, auto duplexer, ADF, encryption/overwrite, paper 8 1/2 x 11, and 8 1/2 x 14.

Pricing for base unit plus the following accessories for Segments 2-6: copy/print/scan, 4 cassettes, finisher or bridge/finisher, auto duplexer, ADF, stapler, postscript, encryption/overwrite, and paper 8 1/2 x 11, 8 1/2 x 14, and 11 x 17.

Black and White - Standard Segment 1 – Copy Speed 15 PPM

Product Description	
Manufacturer:	HP
Model name:	HP LaserJet Managed MFP E52645c
Model number:	E52645c
Product SKU:	1PS55A

Product Pricing	
Manufacturer list price:	\$4,071.15
Overall discount percentage:	52%
Contract price:	\$1,954.15
Standards discount percentage:	52%
Standards program price:	\$1,954.15
12 month rental:	\$216.88
36 month rental:	\$99.10
48 month rental:	\$84.74
60 month rental:	\$75.26
Base A - 1,000 (black/white)	\$5.37
Base B - 3,000 (black/white)	\$15.24

Black and White - Standard - Segment 2 – Copy Speed 20 PPM

Product Description	
Manufacturer:	HP
Model name:	HP LaserJet Managed MFP E72525dn
Model number:	E72525dn
Product SKU:	Z8Z06A

Product Pricing	
Manufacturer list price:	\$9,976.04
Overall discount percentage:	77%
Contract price:	\$2,294.49
Standards discount percentage:	77%
Standards program price:	\$2,294.49
12 month rental:	\$378.73
36 month rental:	\$160.09
48 month rental:	\$133.79
60 month rental:	\$115.60
Base A - 1,000 (black/white)	\$5.32
Base B - 3,000 (black/white)	\$17.10

Black and White - Standard - Segment 3 – Copy Speed 35 PPM

Product Description	
Manufacturer:	HP
Model name:	HP LaserJet Managed MFP E72535dn Plus
Model number:	E72535dn Plus
Product SKU:	Z8Z10A

Product Pricing	
Manufacturer list price:	\$12,880.75
Overall discount percentage:	77%
Contract price:	\$2,962.57
Standards discount percentage:	77%
Standards program price:	\$2,962.57
12 month rental:	\$396.90
36 month rental:	\$167.96
48 month rental:	\$140.46
60 month rental:	\$121.32
Base A - 5,000 (black/white)	\$29.50
Base B - 7,500 (black/white)	\$45.90



Black and White - Standard - Segment 4 – Copy Speed 45 PPM

Product Description	
Manufacturer:	HP
Model name:	HP LaserJet Managed MFP E82550dn Plus
Model number:	E82550dn Plus
Product SKU:	Z8Z20A

Product Pricing	
Manufacturer list price:	\$17,599.39
Overall discount percentage:	77%
Contract price:	\$4,047.86
Standards discount percentage:	77%
Standards program price:	\$4,047.86
12 month rental:	\$445.87
36 month rental:	\$190.12
48 month rental:	\$159.54
60 month rental:	\$137.92
Base A - 10,000 (black/white)	\$55.30
Base B - 15,000 (black/white)	\$86.10

Black and White - Standard - Segment 5 – Copy Speed 55 PPM

Product Description	
Manufacturer:	HP
Model name:	HP LaserJet Managed MFP E82560dn Plus
Model number:	E82560dn Plus
Product SKU:	Z8Z22A

Product Pricing	
Manufacturer list price:	\$22,370.56
Overall discount percentage:	77%
Contract price:	\$5,145.23
Standards discount percentage:	77%
Standards program price:	\$5,145.23
12 month rental:	\$479.37
36 month rental:	\$204.76
48 month rental:	\$172.02
60 month rental:	\$148.65
Base A - 20,000 (black/white)	\$117.20
Base B - 45,000 (black/white)	\$279.45

Black and White - Standard - Segment 6 – Copy Speed 70 PPM

Product Description	
Manufacturer:	HP
Model name:	HP LaserJet Managed MFP E82560dn Plus
Model number:	E82560dn Plus
Product SKU:	Z8Z22A

Product Pricing	
Manufacturer list price:	\$22,370.56
Overall discount percentage:	77%
Contract price:	\$5,145.23
Standards discount percentage:	77%
Standards program price:	\$5,145.23
12 month rental:	\$479.37
36 month rental:	\$204.76
48 month rental:	\$172.02
60 month rental:	\$148.65
Base A - 20,000 (black/white)	\$117.20
Base B - 45,000 (black/white)	\$279.45

Exhibit D.2 – New Color Device Price Schedule

One click rate for each option will be used across the board for all color devices regardless of segment for copy/print and for low/high base overages. These rates will be used for all standard and non-standard devices.

Maintenance Options (Color)	
Cost per color copy	\$0.01792
Cost per black/white copy	\$0.00674
Base A - overage (black/white)	\$0.00674
Base A - overage (color)	\$0.01792
Base B - overage (black/white)	\$0.00674
Base B - overage (color)	\$0.01792

Indicate toner coverage percentage that maintenance is based upon: 5 % Fill

The following minimum discount percentages to be used for color devices. Also provide additional discount details for selected accessories and software. These discount percentages will be used for all standard and non-standard devices.

Accessory Discounts (Color)	
Minimum Accessory Discount Percentage:	52% (A4) 77% (A3)
Provide Additional Discount Details for Selected Accessories:	Can be worked out at time of order
Software Discounts (Color)	
Minimum Software Discount Percentage:	N/A at this time
Provide Additional Discount Details for Selected Software:	N/A at this time

Pricing for base unit plus the following accessories for Segment 1: copy/print/scan, 1 cassette, auto duplexer, ADF, encryption/overwrite, paper 8 1/2 x 11, and 8 1/2 x 14.

Pricing for base unit plus the following accessories for Segments 2-6: copy/print/scan, 4 cassettes, finisher or bridge/finisher, auto duplexer, ADF, stapler, postscript, encryption/overwrite, and paper 8 1/2 x 11, 8 1/2 x 14, and 11 x 17.

Color - Standard - Segment 2 – Copy Speed 20 PPM

Product Description	
Manufacturer:	HP
Model name:	HP Color LaserJet Managed MFP E77830dn Plus
Model number:	E77830dn Plus
Product SKU:	Z8Z04A

Product Pricing	
Manufacturer list price:	\$11,560.13
Overall discount percentage:	77%
Contract price:	\$2,658.83
Standards discount percentage:	77%
Standards program price:	\$2,658.83
12 month rental:	\$439.24
36 month rental:	\$188.88
48 month rental:	\$158.93
60 month rental:	\$137.80
Base A - 1,000 (black/white)	\$8.05
Base B - 3,000 (black/white)	\$26.55

Color - Standard - Segment 3 – Copy Speed 35 PPM

Product Description	
Manufacturer:	HP
Model name:	HP Color LaserJet Managed MFP E87640dn Plus
Model number:	E87640dn Plus
Product SKU:	Z8Z12A

Product Pricing	
Manufacturer list price:	\$13,902.50
Overall discount percentage:	77%
Contract price:	\$3,197.58
Standards discount percentage:	77%
Standards program price:	\$3,197.58
12 month rental:	\$494.00
36 month rental:	\$195.99
48 month rental:	\$204.16
60 month rental:	\$182.17
Base A - 5,000 (black/white)	\$45.40
Base B - 7,500 (black/white)	\$70.50

Color - Standard - Segment 4 – Copy Speed 45 PPM

Product Description	
Manufacturer:	HP
Model name:	HP PageWide Mngd ClrFlwMFPE77650z+
Model number:	E77650z+
Product SKU:	Z5G76A

Product Pricing	
Manufacturer list price:	\$20,905.83
Overall discount percentage:	77%
Contract price:	\$4,808.34
Standards discount percentage:	77%
Standards program price:	\$4,808.34
12 month rental:	\$579.27
36 month rental:	\$247.70
48 month rental:	\$208.42
60 month rental:	\$179.76
Base A - 10,000 (black/white)	\$85.50
Base B - 15,000 (black/white)	\$132.75

Color - Standard - Segment 5 – Copy Speed 55 PPM

Product Description	
Manufacturer:	HP
Model name:	HP PageWide Mngd ClrFlwMFPE77660z+
Model number:	E77660z+
Product SKU:	Z5G78A

Product Pricing	
Manufacturer list price:	\$18,239.00
Overall discount percentage:	77%
Contract price:	\$4,194.97
Standards discount percentage:	77%
Standards program price:	\$4,194.97
12 month rental:	\$622.20
36 month rental:	\$265.64
48 month rental:	\$223.48
60 month rental:	\$192.51
Base A - 20,000 (black/white)	\$156.00
Base B - 45,000 (black/white)	\$358.20

Exhibit D.3 – Miscellaneous Price Schedule**1. Bulk Buying/Multiple Units.**

These discounts will be applied in addition to the base standards or overall discount provided.

1.B. Number of Units	N/A
5-10	N/A
11-15	Additional 1% discount on base fees
16-20	Additional 1.2% discount on base fees
21-25	Additional 1.5 discount on base fees
26-30	Additional 1.7% Discount on base fees
30 Plus	Additional 1.9% Discount on base fees

2. Labor – Weekday Overtime, Weekend, Holiday, and for Emergency Service. Per the RFP weekday, normal working hours are from 7:00 AM through 5:00 PM.

Applicable State holidays are: New Year’s Day, Martin Luther King Jr. Day, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving and the day following Thanksgiving, and Christmas Day.

CPV holidays may be different. Contractor will have to confirm applicable holidays with Customer.

HP Response: HP has standard business hours offerings; however, we can work with our partners to deliver competitive rates should an after-hours service be required.

2.A. Weekday Overtime Hourly Rate – Weekdays after Core Working Hours –

Hourly Rate: \$ \$250.00

2.B. Weekend Hourly Rate: \$ \$324.28

2.C. Holiday Hourly Rate: \$ \$453.99

2.D. Emergency Service Hourly Rate: \$ \$453.99

2.E. If there is a minimum hourly turn-out rate for any of the above, detail which items and provide rate:

Weekend/holiday/emergency service callout has a 2 hour- minimum

3. Relocation and Moves Over 50 Miles. Provide one flat rate fee: \$ \$1,800.00

HP Response: A flat rate would be based on the worst-case scenario and may be less attractive than making determinations at the time of shipment. At that time, we account for the actual origination/destination, same-day service versus overnight or some other delivery option, number of devices, their size/weight, and other specific factors that may affect cost. HP pulls quotes and provides selects/recommends transportation based on cost and other appropriate (important to the client) factors.

4. **Added Value** – Responder may propose any added value items and their associated costs. If proposing, provide a description of the added value item along with costs. The State reserves the right to accept or reject any or all added value proposals.

Description	Cost
HP Security Manager (license-dependent solutions)	30% off software list
HP Access Control (license-dependended solutions)	30% off software list
Device as a Service (includes compute, as well as print, services)	5% off list price
3D print solutions	5% off list price

Exhibit D.4 - Sample Invoice and Quote

Attached is a sample invoice and quote.

Contractor is required to use the sample quote and sample invoice for all transactions under this Contract. Contractor may not materially change either document unless the change has been approved in writing by the State's Authorized Representative. Contractor may not modify the sample quote or sample invoice to provide less detail regarding purchases under this Contract. Contractor hereby waives the right to enforce any term in either sample which contradicts or modifies any term of the solicitation or any Contract that may result, including subsequent amendments to the Contract, or would result in an unencumbered expense if enforced against the state or its CPV members. The sample quote and sample invoice will contain, at a minimum:

- Customer name
- State Contract number field
- Item/service description
- Item quantity or service hours
- List price
- Contract discount
- Price after discount

HP will have authorized resellers/Agents available to provide HP products and services however, all quotes/invoices for any and all products and services will be provided by HP only.

Sample Quote and Invoice

Accession Number: ID: 01F59D509-15F3-4AEA-8CE3-EE05D8C177F7

State of Minnesota Contract Number :

HP Hardware & Solutions - Print

Technical Sales Specialist

Contact Number:

Email:



The next generation of A3 MFP devices

HP is transforming the copier market with its breakthrough line of smart, secure A3 MFPs

Agency Contact Name

Procuring Agency Name

Address:

Contact Phone #:



Invoice

Original document



Bill to

[Redacted]

Sold by

HP INC.
[Redacted]

Sold to

[Redacted]

Seller references

Order reason			
Invoice number	[Redacted]	Invoice date	[Redacted]
Sales Order number	[Redacted]	Sales Order date	[Redacted]
Incoterms	[Redacted]		
Federal Tax ID / W9	[Redacted]	Tax point date	[Redacted]

Remittance details

Remit to	HP INC. [Redacted]		
Payment terms	Within 30 days due net		
Payment due date	[Redacted]	DUNS number	[Redacted]

HP business contact

HP contact	
Email	
Telephone number	

Customer references

Customer Purchase Order	[Redacted]
Customer PO date	[Redacted]
Deal ID	[Redacted]
Quote ref. number	[Redacted]
Contract ID	[Redacted]
Contract name	MN - STATE OF MINNESOT
Purchase agreement	
Federal Tax ID / W9	

Invoice summary

Total product price	[Redacted] USD
Total discount	[Redacted] USD
Net sub total	[Redacted] USD
Shipping & Handling	[Redacted] USD
Total tax amount	[Redacted] USD
Fees	[Redacted] USD
Total amount payable	[Redacted] USD

Customer Purchase Order	Sales Order number	Invoice number	Invoice date



Ship to

[Redacted]

Shipment references

Carrier name	[Redacted]
Bill of landing	[Redacted]
Tracking Number	[Redacted]
External delivery	[Redacted]
Good issue date	[Redacted]
Shipping Type	[Redacted]
Shipping & Handling	[Redacted]
Tax for S&H	[Redacted]

Item #	Product #	Material Description	Quantity	UOM	Unit Price	Item net price	Ccy
10	[Redacted]	HP S101 Speaker bar	1	EA	[Redacted]	[Redacted]	USD
	EAN/UPC	[Redacted] prch agremnt disc [Redacted] %]			[Redacted]	-	USD
						-	USD
						-	USD

Invoice total

Total product price	[Redacted]	USD
Total discount	[Redacted]	USD
Net sub total	[Redacted]	USD
Shipping & Handling	[Redacted]	USD
Total tax amount	[Redacted]	USD
Fees	[Redacted]	USD
Total amount payable	[Redacted]	USD



INVOICE

***** ORIGINAL *****

Invoice Address

John Doe or ATTN: John Doe (if it needs to be listed)
Accounting Department (John Doe title or department if it needs to be listed)
Test Company

Customer No.

██████████ - **Agency Information**

HP Order Ref. No.

Purchase Order Number

Customer Purchase Order No.

██████████

Billing Period: ██████████

Additional info would go here.

The location of the template information between the Billing Period and the footer can be adjusted higher or lower on the template to accommodate additional information that needs to be included on the manual invoice.

Payment to:
HP Inc.
██████████
██████████

Inquiries to:

HP Inc.
██████████
██████████
██████████
Federal EIN: ██████████

Please apply with next remittance

Invoice No.	Invoice Date	Due Date
██████████	██████████	██████████

Invoice with reference to the HP quote with HP Inc with contract # XXX.

This is Net Price

Summary of Charges	Click Quantity	Amount
Base Charges		\$ ██████████
Click Charges - Mono	██████████	\$ ██████████
Click Charges - Color	██████████	\$ ██████████
Sub-Total		\$ ██████████
Tax		\$ ██████████
TOTAL INVOICE AMOUNT DUE:		\$ ██████████

Equipment/Service Address

Test Company
Street Address
City, State Zip

Invoice is for just one functional location

Exhibit E – HP Service Level Agreement as Negotiated

1.1 Technical Support Service for HP-branded and Devices

1.1.1 Scope/Description of Service

During the applicable coverage window as defined in the service level descriptions below, HP will provide service to resolve logged Device issues that are not subject to service limitations pursuant to SOW and any applicable SSOW. The applicable Support Service levels are described below for the various Devices within the Fleet.

1.1.2 Service levels

4-hour On-Site Response 10x5: will be provided if Customer's call for Service is placed any Business Day before {1:00 p.m.} local time. A HP representative will arrive On-Site to begin hardware repair within four (4) hours after the service request has been logged. Calls placed after {1:00 p.m.} will be logged on the next Business Day. This Service is not available for all Devices. Coverage window is Monday to Friday from {7:00 a.m. to 5:00 p.m.}, excluding local public holidays. HP will dispatch an HP-authorized service technician onsite only if the problem has not been resolved remotely.

1.1.2.1 Device Performance Assurance

1.1.2.1.1 HP-provided Devices: Subject to the SOW and any applicable SSOW service limitations, if a HP Branded, HP-provided Device is experiencing a failure rate of four (4) logged Technical Support tickets or more within any four (4) week period, HP will replace such Device with a Device with the same or better capabilities, at no additional charge to Customer and priced with the same Fees as the replaced Device. All replaced Devices shall be returned to HP.

1.1.2.1.2 Fleet Uptime

Fleet Uptime shall mean the percentage of time in a given month that HP Branded Devices procured through the State of Minnesota Contract, that are covered under the terms of SOW and any applicable SSOW, herein after referred to as ("Uptime SLA Fleet") is available for Customer use, as calculated in accordance with the following formula:

$$\text{Fleet Uptime\%} = \text{Minutes Fleet Available}^* / \text{Minutes Fleet Required}^*$$

(*as such terms are defined below).

1.1.2.1.3 PREREQUISITES: HP will use reasonable commercial efforts to provide Customer with a Fleet Uptime SLA equal to 97% average as calculated on a monthly basis, pursuant to the terms herein. In addition, there shall be one full calendar year quarter following the installation and deployment of the Uptime SLA Fleet, known as a stabilization quarter, before the calculation of the Fleet Uptime % shall begin.

1.1.2.1.4 AVAILABILITY AND REVIEW PERIODS: Customer and HP shall review HP performance against the agreed upon Fleet Uptime SLA during Client Manager scheduled quarterly reviews, at which time HP will provide summary reports and supporting documentation from HP's Priority Customer Support Center to substantiate the average Fleet Uptime % calculation. For the purposes of this Fleet Uptime SLA, the following definitions shall apply:

1.1.2.1.4.1 Downtime – Shall mean the time measured from HP's receipt of a valid problem ticket during the hours of 7:00 am to 5:00 pm Customer local time, Monday through Friday excluding Business Holidays until resolution/fix of the support issue; provided that such problem ticket has been generated through the Customer's help desk system after the problem has been first addressed for first level support by Customer utilizing the Customer's standard support process.

Such Downtime shall not include failures caused by improper operation of the HP provided Device; misuse, abuse or operation of the HP-provided Device in unapproved environmental conditions; failures resulting from other than HP Provided Device hardware issues (e.g., network problems, including those caused by external network devices and power failures); planned preventive maintenance, planned upgrades, or movement of the Device; end-user resolvable conditions (e.g., paper jams, toner replacement) ; or situations of force majeure.

1.1.2.1.4.2 Minutes Fleet Required – Shall mean the number of Devices in the Uptime SLA Fleet deployed at the beginning of the month times the number of minutes in the month (i.e., number of minutes in a day times the number of days in the month)

1.1.2.1.4.3 Minutes Fleet Available – Shall mean Minutes Fleet Required minus minutes of Downtime.

1.1.2.1.5 CREDITS FOR FAILURE TO MEET FLEET UPTIME SLA: In the event that HP fails to meet the 97% Fleet Service Level Uptime for two (2) consecutive calendar year quarters; then beginning with the third consecutive calendar year quarter, if HP fails to meet such 97% Fleet Uptime SLA for any month in the quarter, HP shall provide Customer with credits for such month, amounting to one month's base charge for each individual Device that contributed to the percentage level below the 97% Fleet Service Level Uptime. Credits shall be applied on a monthly basis for each calendar month that the 97% Fleet Service Level Uptime is missed until such time as HP has achieved the 97% Fleet Service Level Uptime for two consecutive calendar year quarters, at which time the measurement period will be reset, meaning that the process would start over. Customer agrees that HP's issuance of a Service Level credit shall be its sole and exclusive remedy for HP's failure to meet a Fleet Service Level Uptime requirement. The foregoing sentence shall apply only to HP's failure to meet the Service Level Uptime requirements.