



All using Agencies of the Commonwealth, Participating Political  
Subdivision, Authorities, Private Colleges and Universities

Your SAP Vendor Number with us: 172181

**Supplier Name/Address:**

HP INC  
HEWLETT PACKARD  
3800 QUICK HILL RD BLDG 2-100  
AUSTIN TX 78728-1343 US

Supplier Phone Number: 800-727-2472

Supplier Fax Number: 717-525-9092

**Contract Name:**

CADD Workstations, Options & Services

**FULLY EXECUTED - CHANGE 1 - REPRINT**

Contract Number: 4400023990

Original Contract Effective Date: 03/29/2021

Contract Change Date: 12/15/2023

Valid From: 04/05/2021 To: 04/04/2026

**Purchasing Agent**

Name: Hosler Valarie

Phone: 717-703-2945

Fax: 717-346-3820

**Please Deliver To:**

To be determined at  
the time of the Purchase Order  
unless specified below.

**Payment Terms**

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	CADD Workstation	0.000		0.00	1	0.00
2	CADD Mobile Workstation	0.000		0.00	1	0.00
3	Monitors	0.000		0.00	1	0.00
4	Options	0.000		0.00	1	0.00
5	Optional Services	0.000		0.00	1	0.00

**General Requirements for all Items:**

**Information:**

Supplier's Signature \_\_\_\_\_

Title \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_



**FULLY EXECUTED - CHANGE 1 - REPRINT**

Contract Number: 4400023990

Original Contract Effective Date: 03/29/2021

Contract Change Date: 12/15/2023

Valid From: 04/05/2021 To: 04/04/2026

**Supplier Name:**

HP INC

**Header Text**

The purpose of this contract resulting from RFP 6100051157 is for the Commonwealth Agencies and Costars members to procure CADD Workstation and CADD Mobile Workstation Computing Devices, Monitors, Device Options and Optional Services. This contract has an option for both Lease and Purchase.

The term of the contract is two (2) years with three (3) one (1) year Renewal Options.

03/23/2023- Contract has been renewed for one (1) year. Two (2) renewals remain. RJ

4.11.23 Contract Manager changed to Amy Layman.

4.21.23 Contract Manager changed to Kristen Bach.

11.14.23 CO#2 for an update to available workstations in Mobile Workstation tab 3 and Mobile Workstation tab 4 of the Exhibit C BAFO Cost Submittal 11.14.23 CO file. Files added to records management. KB

11.20.23 Executed final two renewal years. Files added to records management. KB

12.15.23 Updated Contract Manager to Valerie Hosler. KB

No further information for this Contract

**Information:**



**FULLY EXECUTED - CHANGE 1**

Contract Number: 4400023990

Original Contract Effective Date: 03/29/2021

Contract Change Date: 11/28/2023

Valid From: 04/05/2021 To: 04/04/2026

All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities

**Purchasing Agent**

Name: Bach Kristen

Phone: 717-783-1200

Fax: 717-783-6241

Your SAP Vendor Number with us: 172181

**Supplier Name/Address:**

HP INC  
HEWLETT PACKARD  
3800 QUICK HILL RD BLDG 2-100  
AUSTIN TX 78728-1343 US

Supplier Phone Number: 800-727-2472

Supplier Fax Number: 717-525-9092

**Please Deliver To:**

To be determined at the time of the Purchase Order unless specified below.

**Contract Name:**

CADD Workstations, Options & Services

**Payment Terms**

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	CADD Workstation	0.000		0.00	1	0.00
2	CADD Mobile Workstation	0.000		0.00	1	0.00
3	Monitors	0.000		0.00	1	0.00
4	Options	0.000		0.00	1	0.00
5	Optional Services	0.000		0.00	1	0.00

**General Requirements for all Items:**

**Information:**

Supplier's Signature \_\_\_\_\_

Title \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_



**FULLY EXECUTED - CHANGE 1**  
Contract Number: 4400023990  
Original Contract Effective Date: 03/29/2021  
Contract Change Date: 11/28/2023  
Valid From: 04/05/2021 To: 04/04/2026

**Supplier Name:**  
HP INC

**Header Text**

The purpose of this contract resulting from RFP 6100051157 is for the Commonwealth Agencies and Costars members to procure CADD Workstation and CADD Mobile Workstation Computing Devices, Monitors, Device Options and Optional Services. This contract has an option for both Lease and Purchase.

The term of the contract is two (2) years with three (3) one (1) year Renewal Options.

03/23/2023- Contract has been renewed for one (1) year. Two (2) renewals remain. RJ

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11.20.23 Executed final two renewal years. Files added to records management. KB

No further information for this Contract

**Information:**

**November 13, 2023**

HP, Inc  
1501 Page Mill Road  
Palo Alto, California 94304-1126  
Jay Pizoli  
[Jay.M.Pizoli@hp.com](mailto:Jay.M.Pizoli@hp.com)

**SUBJECT:** Renewal of Contract: CADD Workstation Devices, Options and Services  
Contract Number: 4400023990  
Term of Renewal: April 05, 2024, to April 04, 2026

Dear Mr. Pizoli:

Per the terms of the above referenced contract, the Commonwealth is considering exercising the renewal options contained within the Contract. We are therefore, requesting your concurrence to renew the above referenced Contract for the renewal period of April 05, 2024 to April 04, 2026. This would be the final renewal period.

As you may be aware, the Bureau of Procurement is working aggressively to reduce costs and identify the most efficient processes for procuring our goods and services.

The Bureau of Procurement is applying commercial best practices throughout its organization to generate additional cost savings. In the spirit of cost savings, we are asking current vendors to consider a price reduction to current pricing.

In an effort to reduce costs and identify the most efficient processes for procuring our goods and services, we are asking you to consider the following:

- Agreeing to a voluntary price reduction (the Commonwealth suggests up to 10%).
- This voluntary price reduction could apply to any or all line items in your contract.

Any voluntary price reduction would become effective for the final renewal period of April 05, 2024, to April 04, 2026.

If you agree with the proposed cost saving efforts, please indicate on page 2 of this letter.

If the Commonwealth elects to renew the contract, the Bureau will issue a revised contract document to reflect the renewed contract period and adjusted pricing.

Thank you for your immediate response and consideration. Please complete and return this letter to me via email no later than 3:00 pm Friday December 8, 2023.

If you have any questions, please feel free to contact me.



Kristen Bach  
[krbach@pa.gov](mailto:krbach@pa.gov)

I agree to the renewal of the above referenced Contract for the above stated Term of Renewal.  
All terms and conditions remain the same as in the current contract.

Yes  No

I agree to offer a voluntary price reduction for the renewal period.

Yes  No  Proposed Voluntary Price Reduction  %

Signature *Rick Mendoza* Title Contracts Specialist

Date November 15th, 2023

(The person signing this renewal agreement must have the power to bind their company by their signature.)

## CHANGE NOTICE FORM

Collective Number: 6100051157  
SAP Contract Number: 4400023990  
Change Number: 2  
Change Effective Date: 11/14/2023

**For:** All Using Agencies  
**Subject:** CADD Workstation Devices, Options and Services  
**Contract Period:** Beginning April 05, 2021, and Ending April 04, 2024  
**Commodity Specialist:** Kristen Bach

### CHANGE SUMMARY:

HP, Inc has submitted a change order for the following workstations:

- Mobile Workstation 3: The HP ZBook Fury 15" Workstation is being replaced with the HP ZBook Fury 16" Workstation.
- Mobile Workstation 4: The HP ZBook Fury 17" Workstation is being replaced with the HP ZBook Fury 16" Workstation.

Specifications can be reviewed in the fully executed contract file.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

**Appendix C - Cost Submittal Instructions**

**GENERAL INSTRUCTIONS FOR COMPLETING THIS WORKBOOK (Tab 1)**

The Cost Submittal Worksheets contained in this workbook shall constitute the Cost Submittal.

**COST SUBMITTAL SUMMARY (Tab 2)**

1. Select the Summary Tab at the bottom of this page.
2. Complete the highlighted cells in the top portion of the form (all contact information).
3. All data entered on the Cost Submittal Worksheet will automatically populate into the Summary tab.
4. Optional Services will not be evaluated in the total cost summary. The Offeror must provide a cost for each Optional Service.
5. Discount off of Optional Products will not be scored as a part of the cost evaluation.

**COST SUBMITTAL BREAKDOWN (Tab 3 through Tab 7)**

1. Please review every tab in this cost submittal.
2. Cells that are highlighted in yellow must be completed in order to provide the equipment/service requested. The Proposed Model and Proposed Option, Columns (D) must be completed with detail of how the Offerors device meets or exceeds the minimum requirements, an "X" or any other form of confirmation is not acceptable as a response.
3. If the model can be upgraded to the optional capability, under "Options" enter the available configuration in the "Proposed Option" column(s), enter the purchase price, monthly lease price, and total lease price for the option.
4. If the model already includes the optional capability in the base model price, under "Options" enter "Included" in the appropriate "Proposed Option" column(s).
5. If the model cannot be upgraded to the optional capability, under "Options" enter "Not available" in the appropriate "Proposed Option" column(s).
6. The Offeror must be able to provide a price in each cell of the Base Workstation Models. If the price is left blank, a zero dollar amount will be calculated.
7. Optional Services will not be evaluated in the total cost summary. The Offeror must provide a cost for each Optional Service.
8. Discount off of Optional Products will not be scored as a part of the cost evaluation.

\*\*Formulas are embedded within the worksheets, do not attempt to unlock cells. Any estimates provided within this appendix are not a guarantee of equipment/service to be performed and/or payment under the contract resulting from this RFP.

**NOTES:**

- Do not include any pricing data in any portion of the Technical Submittal. Pricing data is defined as any information related to, directly or indirectly, the Offeror’s proposed charges for services and deliverables. Pricing data consists of, but is not limited to, costs, fees, prices, rates, bonuses, discounts, rebates, or the identification of free services, labor or materials.
- The cost submittal must be submitted as presented by the Commonwealth and should not be altered in any way. Do not include any reiteration of the technical proposal in the cost submittal.
- For the purposes of evaluation, the monthly lease cost and total lease cost shall be based on the lease rates in effect as of the proposal due date.
- The current lease rates in effect at the time a Commonwealth Agency requests a quote are the lease rates to be applied once the Contract is in place.



## Cost Submittal Summary

### Cost Submittal - RFP #6100051157

Offeror Contact Information	
<b>OFFEROR NAME</b>	<b>CONTACT PERSON</b>
HP Inc.	Jay Pizoli
<b>OFFEROR ADDRESS</b>	<b>EMAIL ADDRESS</b>
1501 Page Mill Road	jay.m.pizoli@hp.com
Palo Alto, California	<b>PHONE NUMBER</b>
94304-1126	717-585-8857
	<b>SAP VENDOR NUMBER (IF AVAILABLE)</b>
	172181
	<b>FEDERAL TAX ID</b>
	94-1081436

Cost Evaluation		
<b>Workstation 1</b>	\$	383,737.70
<b>Workstation 2</b>	\$	416,618.73
<b>Workstation 3 (Mobile)</b>	\$	286,225.17
<b>Workstation 4 (Mobile)</b>	\$	423,025.35
<b>Optional Services (not evaluated)</b>		n/a
<b>Total Cost for Evaluation Purposes for the 2 year Base Contract Term</b>	\$	1,509,606.95

Product Catalog Discount off of List	
<b>Minimum Discount off of Catalog List Price</b>	5%

Appendix C- Workstation 1 Requirements		Requirements for	Proposed Model and Capability	Purchase Cost	Monthly Lease Cost	Total Lease Cost (48 month term)
		Workstation 1 with Monitor	HP Z2 TWR G4 WKS	\$ 2,036.50	\$ 43.48	\$ 2,087.01
Chassis	Form Factor	Desktop-MiniTower	Desktop Workstation- MiniTower			
	Maximum Size	16X8X18	14.0 x 6.7 x 17.1 in			
Processor	Processor Brand	Intel	Intel			
	Minimum Processor Class	i7 - 9700K	i7-9700K			
	Minimum Base Processor Speed	3.6 GHz	3.6 GHz			
Memory and Storage	Minimum Memory Size	16GB DDR4 2666 MHz	16GB (1x16GB) DDR4 2666 MHz UDIMM NECC Memory			
	Minimum Hard Drive Capacity	512 SSD	512GB 2.5in SATA Solid State Drive			
Input Devices	Keyboard	USB Multimedia	USB Business Slim Wired Keyboard US			
	Mouse	Full sized, laser USB mouse two buttons with scroll wheel	HP Optical Wired Mouse USB			
I/O	Minimum total USB Ports	8 (2 Front Mount)	8 (2 Front Mount)			
	Minimum USB 3.0 Ports	4 (2 Front Mount)	6 (2 Front Mount)			
	Minimum USB 3.1 Type-C	1	HP USB-C 3.1 Port Flex IO			
	RJ-45 Port	1	1 RJ-45			
	Audio In/Out Ports	1/1	1 Audio Line In, 1 Audio Line Out			
	Mic	1	Headphone/Microphone			
	LAN	1 GB NIC	Integrated Intel® I219LM PCIe GbE Controller			
	Speakers	Internal	Internal Speaker			
Other	Operating System	Windows 10 64-bit	Windows 10 64-bit			
	Video/Graphics Card	Nvidia Quadro P4000 (8GB)	NVIDIA Quadro RTX 4000 (8GB)			
	Chipset	Z370	Intel C246 chipset			
	Certification	Please list all Independent Software Vendor (ISV) certifications for proposed machine.	Refer to Attachment 5 or CoPA can look up item at: <a href="https://www8.hp.com/us/en/campaigns/isv-certifications/mcad-isv-certification.html">https://www8.hp.com/us/en/campaigns/isv-certifications/mcad-isv-certification.html</a>			
	Sound Card	Integrated	Integrated Conexant CX20632 5.1 HDA codec			
	EPEAT Silver	Meet or exceed	EPEAT 2019 Gold			
	Energy Star	Meet or exceed	Energy Star			
	Warranty	4 Year on-site	4 Year			
Display	Service	On-site service. 12 business-hour fix	12 business hour fix			
	Flat Panel Display	External	Z24n G2			
	Minim Size	24 inch	24 inch			
	Minimum Resolution	1920 x 1080	1920 x 1200 @ 60 Hz			
	Tilt Capability	Yes	Yes, -5° to +22° vertical			
	DP Interface	1 minimum	1 DisplayPort Port			
DVI Interface	1 minimum	1 DVI Port				

Options Workstation 1		Proposed Option	Purchase Cost	Monthly Lease Cost	Total Lease Cost (48mo)
CPU	Intel i9-9900K	Intel Core i9 9900k 3.6GHz 8C CPU this upgrade requires Win 10 Pro highend additional cost is added in	\$ 750.00	\$ 16.01	\$ 768.60
Memory	32GB DDR4 2666 MHz	32GB (2x16GB) DDR4 2666 UDIMM NECC Memory	\$ 235.00	\$ 5.02	\$ 240.83
Hard Drive	1TB SSD	1TB 2.5in SATA Solid State Drive	\$ 215.00	\$ 4.59	\$ 220.33
CD/DVD	16x CD/DVD RW	HP HH DVD Writer (16X RW DVD-R)	\$ 23.00	\$ 0.49	\$ 23.57
Network	WIRELESS CARD 802.11 DUAL BAND AC+Blue Tooth 4.0	Intel 9560 ac 2x2 MU-MIMO non-vPro 160MHz +Bluetooth 5 WW	\$ 8.00	\$ 0.17	\$ 8.20
Video Card	Nvidia Quadro P5000 (16GB)	NVIDIA Quadro RTX 5000 16GB (4) DP+USBc Graphics	\$ 1,800.00	\$ 38.43	\$ 1,844.64
Video Card	Nvidia Quadro P6000 (24GB)	NVIDIA Quadro RTX 6000 24GB (4)DP+USBc	\$ 3,800.00	\$ 81.13	\$ 3,894.24
Monitor	27" monitor (1920 x 1080)	HP P27h G4 FHD Monitor	\$ 165.00	\$ 3.51	\$ 168.38
Monitor	32" Monitor (4K)	Z32 4K UHD	\$ 750.00	\$ 15.95	\$ 765.36
Monitor	43" monitor (4K)	Z43 4K UHD	\$ 695.00	\$ 14.78	\$ 709.23
Warranty	5th year of on-site warranty	HP 5 Year Next Business Day Onsite Hardware Support for Workstations ZWS only include 12-b	\$ 30.00	\$ 0.68	\$ 32.80

Appendix C- Workstation 2 Requirements		Requirements for	Proposed Model and Capability	Purchase Cost	Monthly Lease Cost	Total Lease Cost (48 month term)
		Workstation 2 with Monitor	HP Z2 TWR G4 WKS	\$ 2,211.00	\$ 47.20	\$ 2,265.83
Chassis	Form Factor	Desktop-MiniTower	Desktop Workstation- MiniTower			
	Maximum Size	16x8x18	14.0 x 6.7 x 17.1 in			
Processor	Processor Brand	Intel	Intel			
	Minimum Processor Class	Core i7 8700k	Intel Core i7- 8700k 6C 95W			
	Minimum Base Processor Speed	3.7 GHz	3.7 GHz			
Memory and Storage	Minimum Memory Size	32GB DDR4 2666MHz	32GB (2x16GB) DDR4 2666 NECC			
	Minimum Hard Drive Capacity	1TB M.2 PCIe	1TB M.2 2280 PCIe NVMe TLC SSD			
Input Devices	Keyboard	USB Multimedia	USB Business Slim Wired Keyboard US			
	Mouse	Full sized, laser USB mouse two buttons with scroll wheel	HP Optical Wired Mouse USB			
I/O	Minimum total USB Ports	8 (2 Front Mount)	8 (2 Front Mount)			
	Minimum USB 3.0 Ports	4 (2 Front Mount)	6 (2 Front Mount)			
	Minimum USB 3.1 Type-C	1	HP USB-C 3.1 Port Flex IO			
	RJ-45 Port	1	1 RJ-45			
	Audio In/Out Ports	1/1	1 Audio Line In, 1 Audio Line Out			
	Mic	1	Headphone/Microphone			
	LAN	1 GB NIC	Integrated Intel® i219LM PCIe GbE Controller			
Other	Speakers	Internal	Internal Speaker			
	Operating System	Windows 10 64-bit	Windows 10 64-bit			
	Video/Graphics Card	NVIDIA Quadro P4000 (8GB)	NVIDIA Qdr RTX 4000 8GB 3DP+USBcGraphics			
	Chipset	Z370	Intel C246 chipset			
	Certification	Please list all Independent Software Vendor (ISV) certifications for proposed machine.	Refer to Attachment 5 or CoPA can look up item at: <a href="https://www8.hp.com/us/en/campaigns/isv-certifications/mcad-isv-certification.html">https://www8.hp.com/us/en/campaigns/isv-certifications/mcad-isv-certification.html</a>			
	Sound Card	Integrated	Integrated Conexant CX20632 5.1 HDA codec			
	EPEAT Silver	Meet or exceed	EPEAT 2019 Gold			
Energy Star	Warranty	Meet or exceed	Energy Star			
	Service	4 Year on-site	4 Year			
		On-site service. 12 business-hour fix	12 business hour fix			
Display	Flat Panel Display	External	Z24n G2			
	Minimum Size	24 inch	24 inch			
	Minimum Resolution	1920 x 1080	1920 x 1200 @ 60 Hz			
	Tilt Capability	Yes	Yes, -5° to +22° vertical			
	DP Interface	1 minimum	1 DisplayPort Port			
	DVI Interface	1 minimum	1 DVI Port			

Options Workstation 2		Proposed Option	Purchase Cost	Monthly Lease Cost	Total Lease Cost (48mo)
CPU	Core i7 9700k	Intel Core i7 9700k 3.6GHz 8C CPU requires additional 650 W chassis additional cost included	\$ 580.00	\$ 12.38	\$ 594.38
Memory	64GB DDR4 2666 MHz	64GB (2x32GB) DDR4 2666 UDIMM NECC Memory	\$ 450.00	\$ 9.61	\$ 461.16
Memory	128GB DDR4 2666 MHz	128GB (4x32GB) DDR4 2666 UDIMM NECC Memory	\$ 925.00	\$ 19.75	\$ 947.94
Hard Drive	2TB M.2 PCIe	HP Z Turbo Drive M.2 2TB TLC SSD	\$ 470.00	\$ 10.03	\$ 481.66
CD/DVD	16x CD/DVD RW	HP HH DVD Writer (16X RW DVD-R)	\$ 23.00	\$ 0.49	\$ 23.57
Network	WIRELESS CARD 802.11 DUAL BAND AC+Blue Tooth 4.0	Intel 9560 ac 2x2 MU-MIMO non-vPro 160MHz +Bluetooth 5 WW	\$ 8.00	\$ 0.17	\$ 8.20
Video Card	Nvidia Quadro P5000 (16GB)	NVIDIA Quadro RTX 5000 16GB (4) DP+USBc Graphics	\$ 1,800.00	\$ 38.43	\$ 1,844.64
Video Card	Nvidia Quadro P6000 (24GB)	NVIDIA Quadro RTX 6000 24GB (4)DP+USBc requires additional 650 W chassis additional cost incl	\$ 3,965.00	\$ 84.65	\$ 4,063.33
Monitor	27" monitor (1920 x 1080)	HP P27h G4 FHD Monitor	\$ 165.00	\$ 3.51	\$ 168.38
Monitor	32" Monitor (4K)	Z32 4K UHD	\$ 750.00	\$ 15.95	\$ 765.36
Monitor	43" monitor (4K)	Z43 4K UHD	\$ 695.00	\$ 14.78	\$ 709.23
Warranty	5th year of on-site warranty	HP 5 Year Next Business Day Onsite Hardware Support for Workstations ZWS only include 12-busin	\$ 30.00	\$ 0.68	\$ 32.80

Appendix C- Workstation 3 Requirements		Requirements for		Proposed Model and Capability		Purchase Cost	Monthly Lease Cost	Total Lease Cost (48 month term)
		Workstation 3 (Mobile) with Monitor		ZBook 16 G10		\$ 1,519.00	\$ 32.43	\$ 1,556.67
Chassis	Form Factor	15" Mobile Workstation	15.6" Mobile Workstation					
	Maximum Size	15.5 x 11 x 1.5	14.8 x 10.4 x 1 in					
Processor	Processor Brand	Intel	Intel					
	Minimum Processor Class	Core i5-8400H	Core i5-13600HX					
	Minimum Base Processor Speed	2.5 GHz	2.6 GHz					
Memory and Storage	Minimum Memory Size	16GB DDR4 2666 MHz	16GB (2x8GB) DDR5 5600					
	Minimum Hard Drive Capacity	512 GB M.2 PCIe NVMe	512GB PCIe NVMe TLC SSD					
Input Devices	Keyboard	Backlit	Dual Point Backlit					
	Trackpad/Pointer	Built in	Dual pointstick Clickpad with multi-touch					
I/O	Minimum USB 3.0 Ports	3	3 USB 3.1 Gen 1 Ports (1 charging)					
	Minimum Thunderbolt Ports	Minimum 1	2 USB Type-C™ with Thunderbolt					
	HDMI Port	1	1 HDMI, 1 Mini DisplayPort					
	RJ-45 Port	1	1 RJ-45					
	Audio In/Out Ports	1/1 or combo	Audio combo jack					
	Mic	1	Dual array digital microphone					
	Wireless	WIRELESS CARD 802.11 DUAL BAND AC+ Bluetooth 4.0	Intel Wi-Fi 6E AX211 (2x2) and Bluetooth 5.3 wireless card with 2 Antennas					
	LAN	1 GB NIC	Integrated Intel® I219-LM GbE					
	Speakers	Internal	dual stereo speakers					
	Other	Operating System	Windows 10 64-bit	Windows 11 Pro 64				
Video/Graphics Card		Nvidia Quadro P1000 4GB	NVIDIA RTX A1000 Laptop GPU (6 GB GDDR6 dedicated)					
Certification		Please list all Independent Software Vendor (ISV) certifications for proposed machine.	Refer to Attachment 5 or CoPA can look up item at: <a href="https://www8.hp.com/us/en/campaigns/isv-certifications/mcad-isv-certification.html">https://www8.hp.com/us/en/campaigns/isv-certifications/mcad-isv-certification.html</a>					
Sound Card		Integrated	Audio by Bang & Olufsen, dual stereo speakers					
EPEAT Silver		Meet or exceed	EPEAT 2019 Gold					
Energy Star		Meet or exceed	Energy Star					
Webcam		720p (Windows Hello Supported)	Integrated FHD 1080p IR TripleMic Webcam					
Warranty		4 Year on-site	4 Year					
Display	Service	On-site service, 12 business-hour fix	12 business hour fix					
	Flat Panel Display	Internal	Anti-Glare LED UWVA 250					
	Minimum Resolution	1920 x 1080	FHD (1920x1080)					

Options Mobile Workstation 3		Proposed Option		Purchase Cost	Monthly Lease Cost	Total Lease Cost (48mo)
CPU	i7-upgrade	HP IDS DSC T1000 4GB i7-1385HX 15 G6 Base NB PC plus label included in cost- this upgrad		\$ 1,010.50	\$ 21.57	\$ 1,035.56
Memory	32GB DDR4 2666 MHz	32GB (2x16GB) DDR5 5600		\$ 200.00	\$ 4.27	\$ 204.96
Hard Drive	1TB M.2 PCIe NVMe	1TB PCIe-4x4 2280 NVME SED OPAL2 TLC SSD		\$ 200.00	\$ 4.27	\$ 204.96
Network	LTE Upgrade	Intel XMM 7560 R+ LTE-Advanced Pro WWAN (Cat 9) if upgrading to LTE non service provider		\$ 90.50	\$ 1.93	\$ 92.74
Video Card	Graphics card upgrade	NVIDIA RTX 3500 Ada Generation Laptop GPU 12 GB GDDR6 dedicated		\$ 1,350.50	\$ 28.83	\$ 1,383.99
Monitor	27" monitor (1920 x 1080)	End of life being replaced with item that has similar specs and price		\$ 165.00	\$ 3.51	\$ 168.38
Monitor	32" Monitor (4K)	End of life being replaced with item that has similar specs and price		\$ 750.00	\$ 15.95	\$ 765.36
Monitor	43" monitor (4K)	End of life being replaced with item that has similar specs and price		\$ 695.00	\$ 14.78	\$ 709.23
Docking Station	Docking Station - Thunderbolt 3 Capable	HP Thunderbolt Dock 280W G4 w/ Combo Cable US		\$ 205.00	\$ 4.38	\$ 210.08
Warranty	5 year of on-site warranty	HP 5 Year Next Business Day Onsite Hardware Support for Workstations ZWS only include 12-		\$ 371.00	\$ 8.45	\$ 405.67

Appendix C- Workstation 4 Requirements		Requirements for	Proposed Model and Capability	Purchase Cost	Monthly Lease Cost	Total Lease Cost (48 month term)
		Workstation 4 (Mobile) with Monitor	Zbook 16 G10	\$ 2,245.00	\$ 47.93	\$ 2,300.68
Chassis	Form Factor	17" Mobile Workstation	16" Mobile Workstation			
	Maximum Size	17 x 12 x 2	16.4 x 11.3 x 1.3 in			
Processor	Processor Brand	Intel	Intel			
	Minimum Processor Class	Core i7-8850H	Core i7-13850HX			
	Minimum Base Processor Speed	2.6 GHz	2.6 GHz			
Memory and Storage	Minimum Memory Size	32GB DDR4 2666MHz	32GB (4x8GB) DDR5 5600			
	Minimum Hard Drive Capacity	1TB M.2 PCIe NVMe	1TB PCIe NVMe TLC SSD			
Input Devices	Keyboard	Backlit	Dual Point Backlit			
	Trackpad/Touchpad	Built in	Dual pointstick Clickpad with multi-touch			
I/O	Minimum USB 3.0 Ports	3	3 USB 3.1 Gen 1 Ports (1 charging)			
	Minimum Thunderbolt Ports	2	2 USB Type-C™ with Thunderbolt			
	HDMI Port	1	1 HDMI port, 1 Mini DisplayPort			
	RJ-45 Port	1	1 RJ-45			
	Audio In/Out Ports	1/1 or combo	Audio combo jack			
	Mic	1	Dual array digital microphone			
	Wireless	WIRELESS CARD 802.11 DUAL BAND AC+ Bluetooth 4.0	WLAN: Intel Wi-Fi 6E AX211 (2x2) and Bluetooth 5.3 wireless card with 2 Antennas			
	LAN	1 GB NIC	Integrated Intel® I219LM PCIe GbE Controller			
	Speakers	Internal	dual stereo speakers			
	Other	Operating System	Windows 10 64-bit	Windows 11 Pro 64		
Video/Graphics Card		Nvidia Quadro P3200 6GB	NVIDIA RTX 3500 Ada Generation Laptop GPU 12 GB GDDR6 dedicated			
Certification		Please list all Independent Software Vendor (ISV) certifications for proposed machine.	Refer to Attachment 5 or CoPA can look up item at: <a href="https://www8.hp.com/us/en/campaigns/isv-certifications/mcad-isv-certification.html">https://www8.hp.com/us/en/campaigns/isv-certifications/mcad-isv-certification.html</a>			
Sound Card		Integrated	Audio by Bang & Olufsen, dual stereo speakers			
EPEAT Silver		Meet or exceed	EPEAT 2019 Gold			
Energy Star		Meet or exceed	Energy Star			
Webcam		720p (Windows Hello Supported)	Integrated FHD 1080p IR TripleMic Webcam			
Warranty		4 Year on-site	4 Year			
Display	Service	On-site service. 12 business-hour fix	12 business hour fix			
	Flat Panel Display	Internal	Anti-Glare LED UWVA 300			
	Minimum Resolution	1920 x 1080	FHD (1920x1200)			

Options Mobile Workstation 4		Proposed Option	Purchase Cost	Monthly Lease Cost	Total Lease Cost (48mo)
CPU	Core i9 8950HK (4.8GHz)	HP IDS i9-13950HX 17 G6 Base NB PC If Processor is upgraded the following will need to	\$ 1,285.50	\$ 27.45	\$ 1,317.60
Memory	64GB DDR4 2666 MHz	64GB (2x32GB) DDR5 5600	\$ 425.00	\$ 9.07	\$ 435.36
Hard Drive	2TB M.2 PCIe NVMe	2TB PCIe NVMe Three Layer Cell Solid State Drive	\$ 400.00	\$ 8.54	\$ 409.92
Network	LTE WWAN Card - non-carrier specific	Intel XMM 7560 R+ LTE-Advanced Pro WWAN (Cat 9) if upgrading to LTE non service pro	\$ 80.50	\$ 1.71	\$ 82.08
Laptop Display	UHD Display Panel	16 inch UHD (3840x2400) Anti-Glare DreamColor B-LED UWVA 400 for HD Webcam + IR	\$ 450.50	\$ 9.61	\$ 461.28
Video Card	Nvidia Quadro P4200 (8GB)	NVIDIA RTX 4000 Ada 12GB GFX	\$ 930.00	\$ 19.86	\$ 953.28
Video Card	Nvidia Quadro P5200 (16GB)	NVIDIA RTX 5000 Ada 16GB GFX	\$ 1,770.00	\$ 37.79	\$ 1,813.90
Monitor	27" monitor (1920 x 1080)	End of life being replaced with item that has similar specs and price	\$ 165.00	\$ 3.51	\$ 168.38
Monitor	32" Monitor (4K)	End of life being replaced with item that has similar specs and price	\$ 750.00	\$ 15.95	\$ 765.36
Monitor	43" monitor (4K)	End of life being replaced with item that has similar specs and price	\$ 695.00	\$ 14.78	\$ 709.23
Docking Station	Docking Station - Thunderbolt 3 Capable	HP Thunderbolt Dock 280W G4 w/ Combo Cable US	\$ 205.00	\$ 4.38	\$ 210.08
Warranty	5th year of on-site warranty	HP 5 year Next Business Day Onsite Notebook Only Service does not cover displays	\$ 371.00	\$ 8.45	\$ 405.67

<b>Optional Services</b>			
	<b>Purchase Cost</b>	<b>Monthly Lease Cost</b>	<b>Total Lease Cost (48mo)</b>
Installation	\$ 86.90	\$ 1.98	\$ 95.04
Image Deployment	\$ 15.00	\$ 0.34	\$ 16.32
Image Development	\$ 1.00	\$ 0.02	\$ 0.96
Asset Tagging	\$ 5.00	\$ 0.11	\$ 5.28
Bundle - Install, Image Deploy, Tag	\$ 109.00	\$ 2.48	\$ 119.04
10 GB Data Transfer	\$ 44.00	\$ 1.00	\$ 48.00
On-premise Disk Wipe	\$ 37.40	\$ 0.85	\$ 40.80
Off-premise Disk Wipe	\$ 20.90	\$ 0.48	\$ 23.04
Preparation for shipment	\$ 19.80	\$ 0.45	\$ 21.60
Relocation in same building	\$ 66.00	\$ 1.50	\$ 72.00
Relocation within 25 miles	\$ 66.00	\$ 1.50	\$ 72.00
Relocation outside of 25 miles	\$ 73.70	\$ 1.68	\$ 80.64
Transport to DGS Warehouse	\$ 38.80	\$ 0.88	\$ 42.24
<b>Note: Service costs will not be scored as a part of the cost evaluation.</b>			

<b>Optional Products</b>	
Minimum Catalog Discount off of List Price	5%
<b>Note: Discount off of Optional Products will not be scored as a part of the cost evaluation.</b>	



**FULLY EXECUTED**

Contract Number: 4400023990

Original Contract Effective Date: 03/29/2021

Valid From: 04/05/2021 To: 04/04/2024

All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities

**Purchasing Agent**

Name: Bach Kristen

Phone: 717-787-4103

Fax: 717-783-6241

Your SAP Vendor Number with us: 172181

**Supplier Name/Address:**

HP INC  
HEWLETT PACKARD  
3800 QUICK HILL RD BLDG 2-100  
AUSTIN TX 78728-1343 US

**Please Deliver To:**

To be determined at the time of the Purchase Order unless specified below.

Supplier Phone Number: 800-727-2472

Supplier Fax Number: 717-525-9092

**Contract Name:**

CADD Workstations, Options & Services

**Payment Terms**

NET 30

Solicitation No.: Issuance Date:

Supplier Bid or Proposal No. (if applicable): Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	CADD Workstation	0.000		0.00	1	0.00
2	CADD Mobile Workstation	0.000		0.00	1	0.00
3	Monitors	0.000		0.00	1	0.00
4	Options	0.000		0.00	1	0.00
5	Optional Services	0.000		0.00	1	0.00

**General Requirements for all Items:**

**Information:**

Supplier's Signature \_\_\_\_\_

Title \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_



**FULLY EXECUTED**  
Contract Number: 4400023990  
Original Contract Effective Date: 03/29/2021  
Valid From: 04/05/2021 To: 04/04/2024

**Supplier Name:**  
HP INC

**Header Text**

The purpose of this contract resulting from RFP 6100051157 is for the Commonwealth Agencies and Costars members to procure CADD Workstation and CADD Mobile Workstation Computing Devices, Monitors, Device Options and Optional Services. This contract has an option for both Lease and Purchase.

The term of the contract is two (2) years with three (3) one (1) year Renewal Options.

Contract Point of Contact: Contract Point of Contact Kristen Bach krbach@pa.gov

No further information for this Contract

**Information:**



## CHANGE NOTICE FORM

Collective Number: 6100051157  
SAP Contract Number: 4400023990  
Change Number: 1  
Change Effective Date: 03/22/2023.

**For:** All Using Agencies  
**Subject:** CADD Workstation Devices, Options and Services  
**Contract Period:** Beginning April 05, 2021, and Ending April 04, 2024  
**Commodity Specialist:** **Raymond A Jaime**

### **CHANGE SUMMARY: Contract Renewal**

The Commonwealth may renew the contract for a maximum of three (3) additional one (1) year term(s), so long as the Commonwealth provides written notice of its intention to extend the contract by letter prior to the expiration of the term of the agreement, or any extension thereof. The Commonwealth may exercise the renewal as individual year or multiple year terms(s). Any renewal will be under the same terms, covenants and conditions. No further document is required to be executed to renew the term of the contract.

The Commonwealth is exercising the option to extend this contract for one (1) year. This will be the first of the three (3) renewal options available.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

**DATE: March 01,2023**

HP, Inc  
1501 Page Mill Road  
Palo Alto, California 94304-1126  
Jay Pizoli  
[Jay.M.Pizoli@hp.com](mailto:Jay.M.Pizoli@hp.com)

**SUBJECT:** Renewal of Contract: CADD Workstation Devices, Options and Services  
Contract Number: 4400023990  
Term of Renewal: April 05,2023 to April 04, 2024

Dear Mr. Pizoli:

Per the terms of the above referenced contract, the Commonwealth is considering exercising the renewal options contained within the Contract. We are therefore, requesting your concurrence to renew the above referenced Contract for the renewal period of April 05,2023 to April 04, 2024.

As you may be aware, the Bureau of Procurement is working aggressively to reduce costs and identify the most efficient processes for procuring our goods and services.

The Bureau of Procurement is applying commercial best practices throughout its organization to generate additional cost savings. In the spirit of cost savings, we are asking current vendors to consider a price a reduction to current pricing.

In an effort to reduce costs and identify the most efficient processes for procuring our goods and services, we are asking you to consider the following:

- Agreeing to a voluntary price reduction (the Commonwealth suggests up to 10%).
- This voluntary price reduction could apply to any or all line items in your contract.

Any voluntary price reduction would become effective for the next renewal period of April 05,2023 to April 04, 2024.

If you agree with the proposed cost saving efforts, please indicate on page 2 of this letter.

If the Commonwealth elects to renew the contract, the Bureau will issue a revised contract document to reflect the renewed contract period and adjusted pricing.

Thank you for your immediate response and consideration. Please complete and return this letter to me either by fax or email prior to the close of business, Monday, March 08, 2023

If you have any questions, please feel free to contact me.



Raymond A Jaime  
717-858-8957  
rjaime@pa.gov

I agree to the renewal of the above referenced Contract for the above stated Term of Renewal. All terms and conditions remain the same as in the current contract.

Yes  No

I agree to offer a voluntary price reduction for the renewal period.

Yes  No  Proposed Voluntary Price Reduction  %

Signature *Rick Mendoza* Title Contracts Specialist

Date March 3rd, 2023

(Person signing this renewal agreement must have the power to bind their company by their signature.)



**FULLY EXECUTED**

Contract Number: 4400023990

Original Contract Effective Date: 03/29/2021

Valid From: 04/05/2021 To: 04/04/2023

All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities

**Purchasing Agent**

Name: Jaime Raymond

Phone: 717-346-3827

Fax: 717-783-6241

Your SAP Vendor Number with us: 172181

**Supplier Name/Address:**

HP INC  
HEWLETT PACKARD  
14231 TANDEM BLVD  
AUSTIN TX 78728-6612 US

Supplier Phone Number: 800-727-2472

Supplier Fax Number: 717-525-9092

**Please Deliver To:**

To be determined at the time of the Purchase Order unless specified below.

**Contract Name:**

CADD Workstations, Options & Services

**Payment Terms**

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
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3	Monitors	0.000		0.00	1	0.00
4	Options	0.000		0.00	1	0.00
5	Optional Services	0.000		0.00	1	0.00

**General Requirements for all Items:**

**Information:**

Supplier's Signature \_\_\_\_\_

Title \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_



**FULLY EXECUTED**  
Contract Number: 4400023990  
Original Contract Effective Date: 03/29/2021  
Valid From: 04/05/2021 To: 04/04/2023

**Supplier Name:**  
HP INC

**Header Text**

The purpose of this contract resulting from RFP 6100051157 is for the Commonwealth Agencies and Costars members to procure CADD Workstation and CADD Mobile Workstation Computing Devices, Monitors, Device Options and Optional Services. This contract has an option for both Lease and Purchase.

The term of the contract is two (2) years with three (3) one (1) year Renewal Options .

Contract Point of Contact: Raymond A. Jaime . Email. rjaime@pa.gov

No further information for this Contract

**Information:**

**CONTRACT 4400023990  
FOR  
CADD WORKSTATION COMPUTING DEVICES AND MONITORS**

**THIS CONTRACT** for the provision of CADD WORKSTATION COMPUTING DEVICES AND MONITORS ("Contract") is entered into by and between the **Commonwealth of Pennsylvania**, acting through the Department of General Services ("DGS") and **HP, INC.** ("Contractor").

DGS issued a Request for Proposals for the Provision of CADD WORKSTATION COMPUTING DEVICES AND MONITORS for Commonwealth executive agencies, RFP No. 6100051157 ("RFP"), and Contractor submitted a proposal in response to the RFP.

Contractor's proposal was selected for the Best and Final Offer ("BAFO") phase of the RFP process, and in response to the DGS BAFO request, Contractor submitted a BAFO Cost Submittal.

DGS determined that Contractor's proposal, as revised by its BAFO Cost Submittal, was the most advantageous to the Commonwealth after taking into consideration all of the evaluation factors set forth in the RFP and selected Contractor for contract negotiations.

DGS and Contractor have negotiated this Contract as their final and entire agreement in regard to providing CADD WORKSTATION COMPUTING DEVICES AND MONITORS to the Commonwealth.

The parties, intending to be legally bound, agree as follows:

1. Contractor shall, in accordance with the terms and conditions of this Contract, provide CADD WORKSTATION COMPUTING DEVICES AND MONITORS as more fully defined in the RFP, to the Commonwealth.
2. Commonwealth executive agencies shall procure their requirements for CADD WORKSTATION COMPUTING DEVICES AND MONITORS in accordance with the terms and conditions of this Contract.
3. Contractor agrees to provide the CADD WORKSTATION COMPUTING DEVICES AND MONITORS listed in its Cost Submittal, which is attached hereto as Exhibit C and made a part hereof, at the prices listed for those items in Exhibit C.
4. Contractor agrees to meet and maintain its commitments to Small Diverse Businesses made in its Small Diverse Business Participation Submittal, attached hereto as Exhibit D and made a part hereof. The Contractor shall submit any proposed change to a Small Diverse Business commitment to the Department of General Services' Bureau of Diversity Inclusion and Small Business Opportunities ("BDISBO"), which will make a recommendation as to a course of action to the

Contracting Officer. The Contractor shall complete Monthly Utilization Reports within DGS's PRiSM Compliance Management System within ten (10) workdays at the end of each calendar month that the Contract is in effect

5. Contractor agrees to meet and maintain its commitments to Veteran Business Enterprises made in its Veteran Business Enterprise Participation Submittal, attached hereto as Exhibit E and made a part hereof. The Contractor shall submit any proposed change to a Veteran Business Enterprise commitment to the Department of General Services' Bureau of Diversity Inclusion and Small Business Opportunities ("BDISBO"), which will make a recommendation as to a course of action to the Contracting Officer. The Contractor shall complete Monthly Utilization Reports within DGS's PRiSM Compliance Management System within ten (10) workdays at the end of each calendar month that the Contract is in effect.
6. The parties agree to that Software, other than software necessary to operate equipment procured or maintained under this Contract, will not be provided under this Contract. Software integration is not within the scope of this Contract.
7. This Contract is comprised of the following documents, which are listed in order of precedence in the event of a conflict between these documents:
  - a. The Contract document contained herein.
  - b. The Final Negotiated Contract Terms and Conditions contained in the RFP, which is attached hereto as Exhibit A and made part of this Contract.
  - c. The Final Negotiated Service Level Agreements, which is attached hereto as Exhibit B and made part hereof.
  - d. The Contractor's BAFO Cost Submittal, which is attached hereto as Exhibit C and made a part hereof.
  - e. The Contractor's BAFO Small Diverse Business Participation Submittal, which is attached hereto as Exhibit D and made a part hereof.
  - f. The Contractor's BAFO Veteran Business Enterprise Participation Submittal, which is attached hereto as Exhibit E and made a part hereof.
  - g. The RFP, including all of the referenced Appendices and as revised by all Addenda issued thereto, which is attached hereto as Exhibit F and made a part hereof.
  - h. The Contractor's Technical Submittal, which is attached hereto as Exhibit G and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have signed this Contract as of the dates written below. Execution by the Commonwealth will be as described in Exhibit A, Final Negotiated Contract Terms and Conditions, CONTRACT-003.1b Signatures – Contract (July 2015).

**CONTRACTOR:**

By: Nicole L. Hadley 1/15/2021  
Date  
Name: Nicole L. Hadley  
Title: Contract Administrator  
SAP Vendor Number: 172181

*If a corporation, the Chairman, President, Vice-President, Senior Vice-President, Executive Vice-President, Assistant Vice-President, Chief Executive Officer or Chief Operating Officer must sign; if a sole proprietor, then the owner must sign; if a general or limited partnership, a general partner must sign; if a limited liability company, then a member must sign, unless it is a managed by a manager, then the manager must sign; otherwise a resolution indicating authority to bind the corporation must be attached to this Agreement.*

**COMMONWEALTH OF PENNSYLVANIA**

By: To be obtained electronically  
Agency Head or Designee Date

**APPROVED AS TO FORM AND LEGALITY:**

To be obtained electronically  
Office of Chief Counsel Date

To be obtained electronically  
Office of General Counsel Date

To be obtained electronically  
Office of Attorney General

**APPROVED:**

To be obtained electronically  
Office of the Budget Date  
Office of Comptroller Operations



Workstation CADD Catalog Category	Part Number/SKU	Description
Workstation CTO Modules	158C7AV	(1x16GB) DDR4 2666 UDIMM NECC NMIC Mem
Workstation CTO Modules	158C9AV	Intel Core i5-9500 3.00G 6C 65W NMIC
Workstation CTO Modules	158D0AV	Intel Core i7-9700 3.00G 8C 65W NMIC
Workstation CTO Modules	158D1AV	1TB 2.5in SATA 6G TLC NMIC SSD
Workstation CTO Modules	158D2AV	1TB 7200 SATA 3.5in NMIC
Workstation CTO Modules	158D3AV	2TB 7200 SATA 3.5in NMIC
Workstation CTO Modules	158D4AV	USAF NMIC
Workstation CTO Modules	158D5AV	9.5 DVDWR NMIC
Workstation CTO Modules	158D6AV	HP WD Slim SmCard KB NMIC
Workstation CTO Modules	158D6AV#ABA	HP WD Slim SmCard KB NMIC
Workstation CTO Modules	158G5AV	1TB 7200 SATA 3.5in 2ndNMIC
Workstation CTO Modules	158G6AV	2TB 7200 SATA 3.5in 2ndNMIC
Workstation CTO Modules	162A4AV	32GB (2x16GB) DDR4 2666 UDIMM NECC NMIC
Workstation CTO Modules	162A5AV	64GB (2x32GB) DDR4 2666 UDIMM NECC NMIC
High-End and workstation mobility	16S95AW	HP EBx360830G7 i5-10310U 13 16GB/512 PC Intel i5-10310U, 13.3 FHD BV LED UWVA, UMA, 16GB DDR4, 512GB SSD, ax+BT, 3C Batt, FPS, W10 Pro64 CH, 3yr Wrty
High-End and workstation mobility	16S95AW#ABA	HP EBx360830G7 i5-10310U 13 16GB/512 PC Intel i5-10310U, 13.3 FHD BV LED UWVA, UMA, 16GB DDR4, 512GB SSD, ax+BT, 3C Batt, FPS, W10 Pro64 CH, 3yr Wrty
High-End and workstation mobility	170M4AW	HP EBx360830G7 i7-10610U 13 16GB/512 PC Intel i7-10610U, 13.3 FHD AG LED UWVA TS, UMA, Webcam, 16GB DDR4, 512GB SSD, ax+BT, 3C Batt, FPS, W10 Pro64, 3yr Wrty
High-End and workstation mobility	170M4AW#ABA	HP EBx360830G7 i7-10610U 13 16GB/512 PC Intel i7-10610U, 13.3 FHD AG LED UWVA TS, UMA, Webcam, 16GB DDR4, 512GB SSD, ax+BT, 3C Batt, FPS, W10 Pro64, 3yr Wrty
High-End and workstation mobility	178J9AV	HP IDS DSC RTX 3000 6GBi7-9750H15G6BNBPC
High-End and workstation mobility	18C14AV	HP IDS UMA i7-10710U 14 G7 BNBPC
High-End and workstation mobility	18C32AV	HP IDS UMA i7-10710U 15 G7 BNBPC
High-End and workstation mobility	18R48AW	HP EB850G7 i5-10310U 15 8GB/256 PC Intel i5-10310U, 15.6 FHD AG LED UWVA, UMA, Webcam, 8GB DDR4, 256GB SSD, ax+BT, 3C Batt, FPS, W10 Pro64, 3yr Wrty
High-End and workstation mobility	18R48AW#ABA	HP EB850G7 i5-10310U 15 8GB/256 PC Intel i5-10310U, 15.6 FHD AG LED UWVA, UMA, Webcam, 8GB DDR4, 256GB SSD, ax+BT, 3C Batt, FPS, W10 Pro64, 3yr Wrty
High-End and workstation mobility	18R49AW	HP EB850G7 i7-10610U 15 16GB/512 PC Intel i7-10610U, 15.6 FHD AG LED UWVA, UMA, Webcam, 16GB DDR4, 512GB SSD, ax+BT, 3C Batt, FPS, W10 Pro64, 3yr Wrty
High-End and workstation mobility	18R49AW#ABA	HP EB850G7 i7-10610U 15 16GB/512 PC Intel i7-10610U, 15.6 FHD AG LED UWVA, UMA, Webcam, 16GB DDR4, 512GB SSD, ax+BT, 3C Batt, FPS, W10 Pro64, 3yr Wrty
High-End and workstation mobility	18T21AW	HP EB830G7 i7-10610U 13 16GB/512 PC Intel i7-10610U, 13.3 FHD AG LED UWVA, UMA, Webcam, 16GB DDR4, 512GB SSD, ax+BT, 3C Batt, FPS, W10 Pro64, 3yr Wrty
High-End and workstation mobility	18T21AW#ABA	HP EB830G7 i7-10610U 13 16GB/512 PC Intel i7-10610U, 13.3 FHD AG LED UWVA, UMA, Webcam, 16GB DDR4, 512GB SSD, ax+BT, 3C Batt, FPS, W10 Pro64, 3yr Wrty
High-End and workstation mobility	18W11AW	HP EB840G7 i7-10610U 14 16GB/512 PC Intel i7-10610U, 14.0 FHD AG LED UWVA, UMA, Webcam, 16GB DDR4, 512GB SSD, ax+BT, 3C Batt, FPS, W10 Pro64, 3yr Wrty
High-End and workstation mobility	18W11AW#ABA	HP EB840G7 i7-10610U 14 16GB/512 PC Intel i7-10610U, 14.0 FHD AG LED UWVA, UMA, Webcam, 16GB DDR4, 512GB SSD, ax+BT, 3C Batt, FPS, W10 Pro64, 3yr Wrty
High-End and workstation mobility	18W12AW	HP EB840G7 i7-10610U 14 16GB/512 PC Intel i7-10610U, 14.0 FHD AG LED UWVA, UMA, Webcam, 16GB DDR4, 512GB SSD, ax+BT, 3C Batt, FPS, W10 Pro64, 3yr Wrty
High-End and workstation mobility	18W12AW#ABA	HP EB840G7 i7-10610U 14 16GB/512 PC Intel i7-10610U, 14.0 FHD AG LED UWVA, UMA, Webcam, 16GB DDR4, 512GB SSD, ax+BT, 3C Batt, FPS, W10 Pro64, 3yr Wrty
High-End and workstation mobility	18X52AW	HP EB840G7 i5-10310U 14 8GB/256 PC Intel i5-10310U, 14.0 FHD AG LED UWVA, UMA, Webcam, 8GB DDR4, 256GB SSD, ax+BT, 3C Batt, FPS, W10 Pro64, 3yr Wrty
High-End and workstation mobility	18X52AW#ABA	HP EB840G7 i5-10310U 14 8GB/256 PC Intel i5-10310U, 14.0 FHD AG LED UWVA, UMA, Webcam, 8GB DDR4, 256GB SSD, ax+BT, 3C Batt, FPS, W10 Pro64, 3yr Wrty
High-End and workstation mobility	18X53AW	HP EB840G7 i5-10310U 14 8GB/256 PC Intel i5-10310U, 14.0 FHD AG LED UWVA, UMA, Webcam, 8GB DDR4, 256GB SSD, ax+BT, 3C Batt, FPS, W10 Pro64, 3yr Wrty
High-End and workstation mobility	18X53AW#ABA	HP EB840G7 i5-10310U 14 8GB/256 PC Intel i5-10310U, 14.0 FHD AG LED UWVA, UMA, Webcam, 8GB DDR4, 256GB SSD, ax+BT, 3C Batt, FPS, W10 Pro64, 3yr Wrty
High-End and workstation mobility	18Y05AW	HP EB830G7 i5-10310U 13 8GB/256 PC Intel i5-10310U, 13.3 FHD AG LED UWVA, UMA, Webcam, 8GB DDR4, 256GB SSD, ax+BT, 3C Batt, FPS, W10 Pro64, 3yr Wrty
High-End and workstation mobility	18Y05AW#ABA	HP EB830G7 i5-10310U 13 8GB/256 PC Intel i5-10310U, 13.3 FHD AG LED UWVA, UMA, Webcam, 8GB DDR4, 256GB SSD, ax+BT, 3C Batt, FPS, W10 Pro64, 3yr Wrty
High-End and workstation mobility	18Y07AW	HP EB830G7 i5-10310U 13 8GB/256 PC Intel i5-10310U, 13.3 FHD AG LED UWVA, UMA, Webcam, 8GB DDR4, 256GB SSD, ax+BT, 3C Batt, FPS, W10 Pro64, 3yr Wrty
High-End and workstation mobility	18Y07AW#ABA	HP EB830G7 i5-10310U 13 8GB/256 PC Intel i5-10310U, 13.3 FHD AG LED UWVA, UMA, Webcam, 8GB DDR4, 256GB SSD, ax+BT, 3C Batt, FPS, W10 Pro64, 3yr Wrty
High-End and workstation mobility	18Y70AW	HP EB830G7 i5-10310U 13 16GB/512 PC Intel i5-10310U, 13.3 FHD AG LED UWVA TS, UMA, Webcam, 16GB DDR4, 512GB SSD, ax+BT, 3C Batt, FPS, W10 Pro64, 3yr Wrty
High-End and workstation mobility	18Y70AW#ABA	HP EB830G7 i5-10310U 13 16GB/512 PC Intel i5-10310U, 13.3 FHD AG LED UWVA TS, UMA, Webcam, 16GB DDR4, 512GB SSD, ax+BT, 3C Batt, FPS, W10 Pro64, 3yr Wrty
Workstation CTO Modules	19D76AV	Electronic TCO Certified labeling
Workstation CTO Modules	19D79AV	Electronic TCO Certified labeling
Workstation CTO Modules	19D97AV	Electronic TCO Certified labeling
Workstation CTO Modules	19F01AV	Electronic TCO Certified labeling
Workstation CTO Modules	19V10AV	Electronic TCO Certified labeling
Workstation CTO Modules	19V21AV	Electronic TCO Certified labeling
Options & Accessories (Workstations)	1A4W4AA	HP Z2 Mini Rack Tray Support Kit
Monitors	1AA81A4	HP Z32 UHD 4k Display
Monitors	1AA81A4#ABA	HP Z32 UHD 4k Display
Monitors	1AA85A4	HP Z43 4k UHD Display
Monitors	1AA85A4#ABA	HP Z43 4k UHD Display
Workstation CTO Modules	1AE14AV	Intel Core i5-7500 3.4 6M 4C TWR CPU
Workstation CTO Modules	1AE15AV	Intel Core i7-7700 3.6 8M 4C SFF CPU
Workstation CTO Modules	1AE17AV	Intel Core i5-7500 3.4 6M 4C SFF CPU
Workstation CTO Modules	1AK57AV	HP eSATA 2 port PCI Bulkhead Kit
Workstation CTO Modules	1AK58AV	MUS WD USB OPT
Workstation CTO Modules	1AK61AV	CECP Enabled Configuration Label
Workstation CTO Modules	1AK62AV	China Reg CCC Compl Mark Label
Workstation CTO Modules	1AK63AV	ENERGY STAR Certified Label
Workstation CTO Modules	1AK64AV	FDA Class 1 Medical Device Label
Workstation CTO Modules	1AK65AV	HP FEMP S5 Low Power Mode Label

Workstation CADD Catalog Category	Part Number/SKU	Description
Workstation CTO Modules	1AK66AV	No Included Keyboard
Workstation CTO Modules	1AK67AV	No Included Mouse
Workstation CTO Modules	1AK79AV	HP PS/2 Mouse
Workstation CTO Modules	1AM09AV	HP eSATA 2 port PCI Bulkhead Kit
Workstation CTO Modules	1AM10AV	MUS WD USB OPT
Workstation CTO Modules	1AM11AV	HP Serial Port Adapter
Workstation CTO Modules	1AM13AV	CECP Enabled Configuration Label
Workstation CTO Modules	1AM14AV	China Reg CCC Compl Mark Label
Workstation CTO Modules	1AM15AV	ENERGY STAR Certified Label
Workstation CTO Modules	1AM16AV	FDA Class 1 Medical Device Label
Workstation CTO Modules	1AM17AV	HP FEMP S5 Low Power Mode Label
Workstation CTO Modules	1AM18AV	No Included Keyboard
Workstation CTO Modules	1AM19AV	No Included Mouse
Workstation CTO Modules	1AM22AV	HP Z Turbo Drv M.2 1TB TLC SSD
Workstation CTO Modules	1AM23AV	HP Z Turbo Drive M.2 1TB TLC 2nd SSD
Workstation CTO Modules	1AM25AV	HP Z Turbo Drive M.2 256GB TLC SSD
Workstation CTO Modules	1AM26AV	HP Z Turbo Drive M.2 256GB TLC 2nd SSD
Workstation CTO Modules	1AM29AV	HP Z Turbo Drv M.2 512GB TLC SSD
Workstation CTO Modules	1AM30AV	HP Z Turbo Drive M.2 512GB TLC 2nd SSD
Workstation CTO Modules	1AM31AV	HP PS/2 Mouse
Workstation CTO Modules	1AX74AV	USB Premium Keyboard
Workstation CTO Modules	1AX74AV#ABA	USB Premium Keyboard
Workstation CTO Modules	1AX75AV	1.5TB (12x128GB) DDR42666 ECC LR 2CPU
Workstation CTO Modules	1AX77AV	16GB (2x8GB) DDR42666 ECC REG 1CPU
Workstation CTO Modules	1AX79AV	192GB (12x16GB) DDR42666 ECC REG 2CPU
Workstation CTO Modules	1AX83AV	32GB (2x16GB) DDR42666 ECC REG 1CPU
Workstation CTO Modules	1AX84AV	32GB (4x8GB) DDR42666 ECC REG 1CPU
Workstation CTO Modules	1AX85AV	64GB (4x16GB) DDR42666 ECC REG 1CPU
Workstation CTO Modules	1AX86AV	8GB (1x8GB) DDR4 2666 ECC REG
Workstation CTO Modules	1AX87AV	96GB (12x8GB) DDR42666 ECC REG 1CPU
Workstation CTO Modules	1AX88AV	96GB (12x8GB) DDR42666 ECC REG 2CPU
Workstation CTO Modules	1AX91AV	Business Slim PS/2 Wired Keyboard
Workstation CTO Modules	1AX91AV#ABA	Business Slim PS/2 Wired Keyboard
Workstation CTO Modules	1AX92AV	USB BusSlim Keyboard
Workstation CTO Modules	1AX92AV#ABA	USB BusSlim Keyboard
Workstation CTO Modules	1AX93AV	HP KBD MUS WL BusSlim Keyboard
Workstation CTO Modules	1AX93AV#ABA	HP KBD MUS WL BusSlim Keyboard
Workstation CTO Modules	1AX94AV	HP KBDWD USB BusSlim SCard CCID
Workstation CTO Modules	1AX94AV#ABA	HP KBDWD USB BusSlim SCard CCID
Workstation CTO Modules	1AX97AV	No MS Office Pre-Loaded SW
Workstation CTO Modules	1AY24AV	USB Premium Keyboard
Workstation CTO Modules	1AY24AV#ABA	USB Premium Keyboard
Workstation CTO Modules	1AY25AV	Business Slim PS/2 Wired Keyboard
Workstation CTO Modules	1AY25AV#ABA	Business Slim PS/2 Wired Keyboard
Workstation CTO Modules	1AY26AV	USB BusSlim Keyboard
Workstation CTO Modules	1AY26AV#ABA	USB BusSlim Keyboard
Workstation CTO Modules	1AY27AV	HP KBD MUS WL BusSlim Keyboard
Workstation CTO Modules	1AY27AV#ABA	HP KBD MUS WL BusSlim Keyboard
Workstation CTO Modules	1AY28AV	HP KBDWD USB BusSlim SCard CCID
Workstation CTO Modules	1AY28AV#ABA	HP KBDWD USB BusSlim SCard CCID
High-End and workstation mobility	1C4V7AV	HP IDS UMA i7-9850H 15 G6 BNBPC
Workstation CTO Modules	1CA56AV	16GB DDR4-2400 nECC (2x8GB) RAM
Workstation CTO Modules	1CA58AV	32GB DDR4-2400 ECC (2x16GB) RAM
Workstation CTO Modules	1CA61AV	32GB DDR4-2400 nECC (2x16GB) RAM
Workstation CTO Modules	1CA73AV	8GB DDR4-2400 nECC (1x8GB) RAM
Workstation CTO Modules	1D4P5AV	AT-2914SX/LC PCIe Fiber Adapter
Workstation CTO Modules	1D4P8AV	AT-2914SX/LC PCIe Fiber Adapter
Workstation CTO Modules	1D4Q1AV	AT-2914SX/LC PCIe Fiber Adapter
Monitors	1FH45AA	HP EliteDisplay E223 Monitor
Monitors	1FH45AA#ABA	HP EliteDisplay E223 Monitor
Monitors	1FH45U9	HP E223 21.5 Display Head Only
Monitors	1FH45U9#ABA	HP E223 21.5 Display Head Only

Workstation CADD Catalog Category	Part Number/SKU	Description
Monitors	1FH46AA	HP EliteDisplay E233 Monitor
Monitors	1FH46AA#ABA	HP EliteDisplay E233 Monitor
Monitors	1FH46U9	HP E233 23 Display Head Only
Monitors	1FH46U9#ABA	HP E233 23 Display Head Only
Monitors	1FH47AA	HP EliteDisplay E243 Monitor
Monitors	1FH47AA#ABA	HP EliteDisplay E243 Monitor
Monitors	1FH47U9	HP E243 23.8 Display Head Only
Monitors	1FH47U9#ABA	HP E243 23.8 Display Head Only
Monitors	1FH48AA	HP EliteDisplay E243m Monitor
Monitors	1FH48AA#ABA	HP EliteDisplay E243m Monitor
Monitors	1FH48U9	HP E243m 23.8 Display Head Only
Monitors	1FH48U9#ABA	HP E243m 23.8 Display Head Only
Monitors	1FH49AA	HP EliteDisplay E243i Monitor
Monitors	1FH49AA#ABA	HP EliteDisplay E243i Monitor
Monitors	1FH49U9	HP E243i 24 Display Head Only
Monitors	1FH49U9#ABA	HP E243i 24 Display Head Only
Monitors	1FH50AA	HP EliteDisplay E273 Monitor
Monitors	1FH50AA#ABA	HP EliteDisplay E273 Monitor
Monitors	1FH50U9	HP E273 27 Display Head Only
Monitors	1FH50U9#ABA	HP E273 27 Display Head Only
Monitors	1FH51U9	HP E273m 27 Display Head Only
Monitors	1FH51U9#ABA	HP E273m 27 Display Head Only
Monitors	1FH52AA	HP EliteDisplay E273q Monitor
Monitors	1FH52AA#ABA	HP EliteDisplay E273q Monitor
Monitors	1FH52U9	HP E273q 27 Display Head Only
Monitors	1FH52U9#ABA	HP E273q 27 Display Head Only
Options & Accessories (Workstations)	1FV90AA	MicroSemi 2100-4i4e SAS RAID Cntrl
High-End and workstation mobility	1G6W8AW	HP EB835G7 R7-4750U 13 16GB/512 PC AMD R7P-4750U, 13.3 FHD AG LED UWVA, UMA, Webcam, 16GB DDR4, 512GB SSD, ax+BT, 3C Batt, FPS, W10 Pro64, 3yr Wrty
High-End and workstation mobility	1G6W8AW#ABA	HP EB835G7 R7-4750U 13 16GB/512 PC AMD R7P-4750U, 13.3 FHD AG LED UWVA, UMA, Webcam, 16GB DDR4, 512GB SSD, ax+BT, 3C Batt, FPS, W10 Pro64, 3yr Wrty
High-End and workstation mobility	1G6X9AW	HP EB835G7 R5-4650U 13 8GB/256 PC AMD R5P-4650U, 13.3 FHD AG LED UWVA, UMA, Webcam, 8GB DDR4, 256GB SSD, ax+BT, 3C Batt, FPS, W10 Pro64, 3yr Wrty
High-End and workstation mobility	1G6X9AW#ABA	HP EB835G7 R5-4650U 13 8GB/256 PC AMD R5P-4650U, 13.3 FHD AG LED UWVA, UMA, Webcam, 8GB DDR4, 256GB SSD, ax+BT, 3C Batt, FPS, W10 Pro64, 3yr Wrty
High-End and workstation mobility	1G8Z6AW	HP EB845G7 R5-4650U 14 8GB/256 PC AMD R5P-4650U, 14.0 FHD AG LED UWVA, UMA, Webcam, 8GB DDR4, 256GB SSD, ax+BT, 3C Batt, FPS, W10 Pro64, 3yr Wrty
High-End and workstation mobility	1G8Z6AW#ABA	HP EB845G7 R5-4650U 14 8GB/256 PC AMD R5P-4650U, 14.0 FHD AG LED UWVA, UMA, Webcam, 8GB DDR4, 256GB SSD, ax+BT, 3C Batt, FPS, W10 Pro64, 3yr Wrty
Workstation CTO Modules	1GQ34AV	HP Dual Port 10GBase-T NIC Module
Workstation CTO Modules	1GQ48AV	HP Dual Port 10GBase-T NIC Module
Workstation CTO Modules	1GQ52AV	Intel HD Graphics 630
High-End and workstation mobility	1H7Y3AW	HP EB845G7 R7-4750U 14 16GB/512 PC AMD R7P-4750U, 14.0 FHD AG LED UWVA, UMA, Webcam, 16GB DDR4, 512GB SSD, ax+BT, 3C Batt, FPS, W10 Pro64, 3yr Wrty
High-End and workstation mobility	1H7Y3AW#ABA	HP EB845G7 R7-4750U 14 16GB/512 PC AMD R7P-4750U, 14.0 FHD AG LED UWVA, UMA, Webcam, 16GB DDR4, 512GB SSD, ax+BT, 3C Batt, FPS, W10 Pro64, 3yr Wrty
High-End and workstation mobility	1H9U0AW	HP EB855G7 R5-4650U 15 8GB/256 PC AMD R5P-4650U, 15.6 FHD AG LED UWVA, UMA, Webcam, 8GB DDR4, 256GB SSD, ax+BT, 3C Batt, FPS, W10 Pro64, 3yr Wrty
High-End and workstation mobility	1H9U0AW#ABA	HP EB855G7 R5-4650U 15 8GB/256 PC AMD R5P-4650U, 15.6 FHD AG LED UWVA, UMA, Webcam, 8GB DDR4, 256GB SSD, ax+BT, 3C Batt, FPS, W10 Pro64, 3yr Wrty
High-End and workstation mobility	1H9U1AW	HP EB855G7 R7-4750U 15 16GB/512 PC AMD R7P-4750U, 15.6 FHD AG LED UWVA, UMA, Webcam, 16GB DDR4, 512GB SSD, ax+BT, 3C Batt, FPS, W10 Pro64, 3yr Wrty
High-End and workstation mobility	1H9U1AW#ABA	HP EB855G7 R7-4750U 15 16GB/512 PC AMD R7P-4750U, 15.6 FHD AG LED UWVA, UMA, Webcam, 16GB DDR4, 512GB SSD, ax+BT, 3C Batt, FPS, W10 Pro64, 3yr Wrty
Workstation CTO Modules	1HH49AV	9.5mm Slim DVD-Writer 1st ODD
Workstation CTO Modules	1HH53AV	9.5mm Slim DVD-Writer 1st ODD
Workstation CTO Modules	1HH61AV	9.5mm Slim DVD-Writer 1st ODD
Options & Accessories (Workstations)	1HL94AAE	HP Echopixel True 3D SW Win10 1yr E-LTU Customer is responsible for creating back-up CD or hardcopy LTU. HP will not provide any physical product with this electronic software.
Options & Accessories (Workstations)	1HL95AAE	HP Echopixel True 3D SW Win10 2yr E-LTU Customer is responsible for creating back-up CD or hardcopy LTU. HP will not provide any physical product with this electronic software.
Options & Accessories (Workstations)	1HL96AAE	HP Echopixel True 3D SW Win10 3yr E-LTU Customer is responsible for creating back-up CD or hardcopy LTU. HP will not provide any physical product with this electronic software.
Options & Accessories (Workstations)	1HL97AAE	HP Echopixel True 3D SW Win10 Perp E-LTU Customer is responsible for creating back-up CD or hardcopy LTU. HP will not provide any physical product with this electronic software.
Workstation CTO Modules	1HZ48AV	Intel Xeon E3-1225v6 3.3 8M GT2 4C TWR
Workstation CTO Modules	1HZ49AV	Intel Xeon E3-1230v6 3.5 8M GT0 4C TWR
Workstation CTO Modules	1HZ50AV	Intel Xeon E3-1240v6 3.7 8M GT0 4C TWR
Workstation CTO Modules	1JF10AV	Intel Xeon E3-1230v6 3.5 8M GT0 4C SFF
Workstation CTO Modules	1JP10AV	Base FIO 4xUSB3 TypeA
Entry/Value Workstations	1JP11AV	HP Z4 G4 WKS
Workstation CTO Modules	1JP16AV	AMD RdnP WX 7100 8GB 4DP Graphics
Workstation CTO Modules	1JP17AV	AMD Radeon Pro WX 7100 8GB 2nd GFX
Workstation CTO Modules	1JP18AV	Nvd Qdr 4GB P1000 (4)mDP Graphics
Workstation CTO Modules	1JP19AV	Nvd Qdr 4GB P1000 2nd Graphics
Workstation CTO Modules	1JP22AV	NVIDIA Quadro P400 2GB (3)mDP Graphics
Workstation CTO Modules	1JP23AV	Nvd Qdr 2GB P400 2nd Graphics
Workstation CTO Modules	1JP38AV	1TB 7200 SATA 3.5in

Workstation CADD Catalog Category	Part Number/SKU	Description
Workstation CTO Modules	1JP39AV	1TB 7200 SATA 3.5 2nd
Workstation CTO Modules	1JP40AV	1TB 7200 SATA 3.5 4th
Workstation CTO Modules	1JP41AV	1TB 7200 SATA 3.5 3rd
Workstation CTO Modules	1JP42AV	1TB 7200 SATA Enterprise 3.5in
Workstation CTO Modules	1JP43AV	1TB 7200 SATA Enterprise 3.5in 2nd
Workstation CTO Modules	1JP44AV	1TB 7200 SATA Enterprise 3.5in 3rd
Workstation CTO Modules	1JP45AV	1TB 7200 SATA Enterprise 3.5 4th
Workstation CTO Modules	1JP46AV	2TB 7200 SATA 3.5in
Workstation CTO Modules	1JP47AV	2TB 7200 SATA 3.5in 2nd
Workstation CTO Modules	1JP48AV	2TB 7200 SATA 3.5in 3rd
Workstation CTO Modules	1JP49AV	2TB 7200 SATA 3.5 4th
Workstation CTO Modules	1JP50AV	300GB 15k SAS SFF
Workstation CTO Modules	1JP51AV	300GB 15k SAS SFF 2nd
Workstation CTO Modules	1JP58AV	4TB 7200 SATA Enterprise 3.5in
Workstation CTO Modules	1JP59AV	4TB 7200 SATA Enterprise 3.5in 2nd
Workstation CTO Modules	1JP60AV	4TB 7200 SATA Enterprise 3.5in 3rd
Workstation CTO Modules	1JP61AV	4TB 7200 SATA Enterprise 3.5 4th
Workstation CTO Modules	1JP62AV	500GB 7200 SATA 3.5in
Workstation CTO Modules	1JP63AV	500GB 7200 SATA 3.5in 2nd
Workstation CTO Modules	1JP64AV	500GB 7200 SATA 3.5in 3rd
Workstation CTO Modules	1JP65AV	500GB 7200 SATA 3.5 4th
Workstation CTO Modules	1JP66AV	500GB 7200 SATA OPAL2 SFF
Workstation CTO Modules	1JP72AV	CECP Enabled Configuration Label
Workstation CTO Modules	1JP73AV	China Reg CCC Compl Mark Label
Workstation CTO Modules	1JP74AV	ENERGY STAR Certified Label
Workstation CTO Modules	1JP75AV	HP FEMP S5 Low Power Mode Label
Workstation CTO Modules	1JP76AV	MicroSemi SmartHBA2100-4i4e SAS CNTLR
Workstation CTO Modules	1JP77AV	No Integrated GFX
Workstation CTO Modules	1JP79AV	NVIDIA SLI 2-Slot Graphics Connector
Workstation CTO Modules	1JP83AV	HP Z Turbo Drv M.2 1TB TLC SSD
Workstation CTO Modules	1JP84AV	HP Z Turbo Drive M.2 1TB TLC 2nd SSD
Workstation CTO Modules	1JP86AV	HP Z Turbo Drive M.2 256GB TLC SSD
Workstation CTO Modules	1JP87AV	HP Z Turbo Drive M.2 256GB TLC 2nd SSD
Workstation CTO Modules	1JP90AV	HP Z Turbo Drv M.2 512GB TLC SSD
Workstation CTO Modules	1JP91AV	HP Z Turbo Drive M.2 512GB TLC 2nd SSD
Workstation CTO Modules	1JP92AV	Operating System Load to M.2
Workstation CTO Modules	1JP93AV	Operating System Load to PCIe
Workstation CTO Modules	1JP94AV	Operating System Load to SATA/SAS
Workstation CTO Modules	1JP95AV	Premium FIO 2xUSB3.1 TypeC 2xUSB3 TypeA
Workstation CTO Modules	1JP96AV	RAID 0 Striped Array Configuration
Workstation CTO Modules	1JP97AV	RAID 1 Mirrored Array Configuration
Workstation CTO Modules	1JP98AV	RAID 10 Striped/Mirrored Configuration
Workstation CTO Modules	1JQ01AV	1TB 2.5in SATA SSD
Workstation CTO Modules	1JQ02AV	1TB 2.5in SATA 2nd SSD
Workstation CTO Modules	1JQ03AV	1TB 2.5in SATA 3rd SSD
Workstation CTO Modules	1JQ04AV	1TB 2.5in SATA 4th SSD
Workstation CTO Modules	1JQ05AV	240GB SATA Enterprise SSD
Workstation CTO Modules	1JQ06AV	240GB SATA Enterprise 2nd SSD
Workstation CTO Modules	1JQ07AV	240GB SATA Enterprise 3rd SSD
Workstation CTO Modules	1JQ08AV	240GB SATA Enterprise 4th SSD
Workstation CTO Modules	1JQ09AV	256GB 2.5in SATA SSD
Workstation CTO Modules	1JQ10AV	256GB 2.5in SATA 2nd SSD
Workstation CTO Modules	1JQ11AV	256GB 2.5in SATA 3rd SSD
Workstation CTO Modules	1JQ12AV	SSD 256GB SATA 4th
Workstation CTO Modules	1JQ13AV	256GB 2.5in SATA OPAL2 SSD
Workstation CTO Modules	1JQ14AV	2TB 2.5in SATA SSD
Workstation CTO Modules	1JQ15AV	2TB 2.5in SATA 2nd SSD
Workstation CTO Modules	1JQ16AV	2TB SATA 3rd SSD
Workstation CTO Modules	1JQ17AV	2TB SATA 4th SSD
Workstation CTO Modules	1JQ18AV	480GB SATA Enterprise SSD
Workstation CTO Modules	1JQ19AV	480GB SATA Enterprise 2nd SSD
Workstation CTO Modules	1JQ20AV	480GB SATA Enterprise 3rd SSD

Workstation CADD Catalog Category	Part Number/SKU	Description
Workstation CTO Modules	1JQ21AV	480GB SATA Enterprise 4th SSD
Workstation CTO Modules	1JQ22AV	512GB 2.5in SATA SSD
Workstation CTO Modules	1JQ23AV	512GB 2.5in SATA 2nd SSD
Workstation CTO Modules	1JQ24AV	512GB 2.5in SATA 3rd SSD
Workstation CTO Modules	1JQ25AV	512GB 2.5in SATA 4th SSD
Workstation CTO Modules	1JQ26AV	512GB 2.5in SATA OPAL2 SSD
Workstation CTO Modules	1JQ27AV	HP Remote Graphics SW (RGS) for Z
Workstation CTO Modules	1JQ28AV	Z4 G4 90 465W Chassis
Workstation CTO Modules	1JQ29AV	Z4 G4 90 750W Chassis
Workstation CTO Modules	1JQ44AV	HP Z4 G4 465W/750W CKIT
Workstation CTO Modules	1JQ44AV#ABA	HP Z4 G4 465W/750W CKIT
Workstation CTO Modules	1JQ60AV	HP 10GbE SFP+ SR 1st Transceiver
Workstation CTO Modules	1JQ61AV	HP 10GbE SFP+ SR 2nd Transceiver
Workstation CTO Modules	1JQ62AV	HP i350-T2 PCIe Dual Port Gigabit NIC
Workstation CTO Modules	1JQ63AV	MUS WD USB OPT
Workstation CTO Modules	1JQ64AV	HP SD Card Reader
Workstation CTO Modules	1JQ65AV	Intel Ethernet I210-T1 PCIe x1 Gb NIC
Workstation CTO Modules	1JQ66AV	Intel X550-T2 10GbE Dual Port NIC
Workstation CTO Modules	1JQ67AV	Intel X710-DA2 10GbE SFP+ Dual Port NIC
Workstation CTO Modules	1JQ69AV	FDA Class 1 Medical Device Label
Workstation CTO Modules	1JQ71AV	No Included Keyboard
Workstation CTO Modules	1JQ72AV	No Included Mouse
Workstation CTO Modules	1JQ73AV	HP PS/2 Mouse
Workstation CTO Modules	1JQ74AV	128GB (4x32GB) DDR4 2666 ECC REG
Workstation CTO Modules	1JQ75AV	128GB (8x16GB) DDR4 2666 ECC REG
Workstation CTO Modules	1JQ76AV	16GB (2x8GB) DDR4 2666 ECC REG
Workstation CTO Modules	1JQ77AV	24GB (3x8GB) DDR4 2666 ECC REG
Workstation CTO Modules	1JQ78AV	256GB (8x32GB) DDR4 2666 ECC REG
Workstation CTO Modules	1JQ79AV	32GB (2x16GB) DDR4 2666 ECC REG
Workstation CTO Modules	1JQ80AV	32GB (4x8GB) DDR4 2666 ECC REG
Workstation CTO Modules	1JQ81AV	64GB (2x32GB) DDR4 2666 ECC REG
Workstation CTO Modules	1JQ82AV	64GB (4x16GB) DDR4 2666 ECC REG
Workstation CTO Modules	1JQ83AV	64GB (8x8GB) DDR4 2666 ECC REG
Workstation CTO Modules	1JQ84AV	8GB (1x8GB) DDR4 2666 ECC REG
Workstation CTO Modules	1JQ86AV	Business Slim PS/2 Wired Keyboard
Workstation CTO Modules	1JQ86AV#ABA	Business Slim PS/2 Wired Keyboard
Workstation CTO Modules	1JQ87AV	USB BusSlim Keyboard
Workstation CTO Modules	1JQ87AV#ABA	USB BusSlim Keyboard
Workstation CTO Modules	1JQ88AV	USB Premium Keyboard
Workstation CTO Modules	1JQ88AV#ABA	USB Premium Keyboard
Workstation CTO Modules	1JQ89AV	HP KBD MUS WL BusSlim Keyboard
Workstation CTO Modules	1JQ89AV#ABA	HP KBD MUS WL BusSlim Keyboard
Workstation CTO Modules	1JQ90AV	HP KBDWD USB BusSlim SCard CCID
Workstation CTO Modules	1JQ90AV#ABA	HP KBDWD USB BusSlim SCard CCID
Workstation CTO Modules	1JQ92AV	HP Remove Computrace BIOS Module
Workstation CTO Modules	1JQ93AV	HP Solenoid Lock and Hood Sensor (TWR)
Workstation CTO Modules	1JQ94AV	HP TPM Disabled
Workstation CTO Modules	1JQ95AV	HP Linux-ready
Workstation CTO Modules	1JQ96AV	Multi-Unit (TWR) 4 Pk Packaging
Workstation CTO Modules	1JQ97AV	No Included ODD
Workstation CTO Modules	1JQ98AV	9.5 BD Writer 1st ODD
Workstation CTO Modules	1JQ99AV	9.5 BD Writer 2nd ODD
Workstation CTO Modules	1JR00AV	9.5 DVDROM 1st ODD
Workstation CTO Modules	1JR01AV	9.5 DVDWR 1st ODD
Workstation CTO Modules	1JR02AV	9.5 DVDWR 2nd ODD
Workstation CTO Modules	1JR03AV	Red Hat Enterprise Linux (RHEL)
Workstation CTO Modules	1JR04AV	Single Unit (TWR) Packaging
Workstation CTO Modules	1JR06AV	Win 10 Pro 64
Workstation CTO Modules	1JR06AV#ABA	Win 10 Pro 64
Workstation CTO Modules	1JR07AV	3/3/3 Warranty
Workstation CTO Modules	1JR07AV#ABA	3/3/3 Warranty
Monitors	1JR59A4	HP Z24xG2 DreamColor Display

Workstation CADD Catalog Category	Part Number/SKU	Description
Monitors	1JR59A4#ABA	HP Z24xG2 DreamColor Display
Monitors	1JS05A4	HP Z22n G2 Display
Monitors	1JS05A4#ABA	HP Z22n G2 Display
Monitors	1JS05U9	HP Z22n G2 21.5 Head Only
Monitors	1JS05U9#ABA	HP Z22n G2 21.5 Head Only
Monitors	1JS06A4	HP Z23n G2 Display
Monitors	1JS06A4#ABA	HP Z23n G2 Display
Monitors	1JS06U9	HP Z23n G2 23 Head Only
Monitors	1JS06U9#ABA	HP Z23n G2 23 Head Only
Monitors	1JS07A4	HP Z24nf G2 Display
Monitors	1JS07A4#ABA	HP Z24nf G2 Display
Monitors	1JS07U9	HP Z24nf G2 23.8 Head Only
Monitors	1JS07U9#ABA	HP Z24nf G2 23.8 Head Only
Monitors	1JS08A4	HP Z24i G2 Display
Monitors	1JS08A4#ABA	HP Z24i G2 Display
Monitors	1JS08U9	HP Z24i G2 24 Head Only
Monitors	1JS08U9#ABA	HP Z24i G2 24 Head Only
Monitors	1JS09A4	HP Z24n G2 Display
Monitors	1JS09A4#ABA	HP Z24n G2 Display
Monitors	1JS09U9	HP Z24n G2 24 Head Only
Monitors	1JS09U9#ABA	HP Z24n G2 24 Head Only
Monitors	1JS10A4	HP Z27n G2 Display
Monitors	1JS10A4#ABA	HP Z27n G2 Display
Monitors	1JS10U9	HP Z27n G2 27 Head Only
Monitors	1JS10U9#ABA	HP Z27n G2 27 Head Only
Workstation CTO Modules	1MD98AV	NVIDIA Quadro P1000 4GB 1st GFX
Options & Accessories (Workstations)	1ME01AA	NVIDIA Quadro P1000 4GB Kit w/2 Adapters
Workstation CTO Modules	1ME02AV	NVIDIA Quadro P4000 8GB 1st GFX
Workstation CTO Modules	1ME03AV	NVIDIA Quadro P2000 5GB 1st GFX
Workstation CTO Modules	1ME05AV	NVIDIA Quadro P400 2GB 1st GFX
Options & Accessories (Workstations)	1ME40AA	NVIDIA Quadro P4000 8GB Graphics
Options & Accessories (Workstations)	1ME41AA	NVIDIA Quadro P2000 5GB Graphics
Options & Accessories (Workstations)	1ME43AA	NVIDIA Quadro P400 2GB Kit w/2 Adapters
Options & Accessories (Workstations)	1ML09AAE	HP VHS PtNx Ortho Pt-of-Care App E-LTU Customer is responsible for creating back-up CD or hardcopy LTU. HP will not provide any physical product with this electronic software
Options & Accessories (Workstations)	1ML10AAE	HP Patient Nexus Primary POC App E-LTU Customer is responsible for creating back-up CD or hardcopy LTU. HP will not provide any physical product with this electronic software.
Options & Accessories (Workstations)	1ML11AAE	HP Patient Nexus Int Med pt EDU E-LTU Customer is responsible for creating back-up CD or hardcopy LTU. HP will not provide any physical product with this electronic software.
Options & Accessories (Workstations)	1ML12AAE	HP Patient Nexus Hlth & Wel pt EDU E-LTU Customer is responsible for creating back-up CD or hardcopy LTU. HP will not provide any physical product with this electronic software.
Options & Accessories (Workstations)	1ML13AAE	HP Patient Nexus Gen Surgery PtEdu E-LTU Customer is responsible for creating back-up CD or hardcopy LTU. HP will not provide any physical product with this electronic software.
Options & Accessories (Workstations)	1ML14AAE	HP Patient Nexus Oncology pt EDU E-LTU Customer is responsible for creating back-up CD or hardcopy LTU. HP will not provide any physical product with this electronic software.
Options & Accessories (Workstations)	1ML15AAE	HP Patient Nexus Dermatology PtEdu E-LTU Customer is responsible for creating back-up CD or hardcopy LTU. HP will not provide any physical product with this electronic software.
Options & Accessories (Workstations)	1ML16AAE	HP Patient Nexus Opth pt EDU E-LTU Customer is responsible for creating back-up CD or hardcopy LTU. HP will not provide any physical product with this electronic software.
Options & Accessories (Workstations)	1ML17AAE	HP Patient Nexus Orthopedic pt EDU E-LTU Customer is responsible for creating back-up CD or hardcopy LTU. HP will not provide any physical product with this electronic software.
Options & Accessories (Workstations)	1ML18AAE	HP Patient Nexus Cardiac pt EDU E-LTU Customer is responsible for creating back-up CD or hardcopy LTU. HP will not provide any physical product with this electronic software.
Options & Accessories (Workstations)	1ML19AAE	HP Patient Nexus OB/GYN pt EDU E-LTU Customer is responsible for creating back-up CD or hardcopy LTU. HP will not provide any physical product with this electronic software.
Options & Accessories (Workstations)	1ML20AAE	HP Patient Nexus Pediatrics pt EDU E-LTU Customer is responsible for creating back-up CD or hardcopy LTU. HP will not provide any physical product with this electronic software.
Entry/Value Workstations - Sprout	1MU73UA	HP SPT AiO i77700T 512G 16G PC
Entry/Value Workstations - Sprout	1MU73UA#ABA	HP SPT AiO i77700T 512G 16G PC
Workstation CTO Modules	1MX44AV	HP DisplayPort to DVI-D Adapter (2-pack)
Workstation CTO Modules	1MX45AV	HP DisplayPort to DVI-D Adapter (4-pack)
Workstation CTO Modules	1MX46AV	HP DisplayPort to DVI-D Adapter (6-pack)
Workstation CTO Modules	1MX49AV	HP DisplayPort to DVI-D Adapter
Workstation CTO Modules	1MX50AV	HP DisplayPort to DVI-D Adapter (2-pack)
Workstation CTO Modules	1MX51AV	HP DisplayPort to DVI-D Adapter (4-pack)
Workstation CTO Modules	1MX52AV	HP DisplayPort to DVI-D Adapter (6-pack)
Options & Accessories (Workstations)	1MY24AAE	HP Patient Nexus Cardiac POC app E-LTU Customer is responsible for creating back-up CD or hardcopy LTU. HP will not provide any physical product with this electronic software.
Workstation CTO Modules	1MY83AV	HP DisplayPort to Dual Link DVI Adapter
Workstation CTO Modules	1MY85AV	HP DisplayPort to Dual Link DVI Adapter
Workstation CTO Modules	1MY87AV	HP eSATA 2 port PCI Bulkhead Kit
Workstation CTO Modules	1MY88AV	HP Serial Port Adapter
Workstation CTO Modules	1MY89AV	HP Z4 G4 Fan and Front Card Guide Kit
Workstation CTO Modules	1MY90AV	HP Z4 G4 Memory Cooling Solution
Workstation CTO Modules	1NC53AV	HP Z8 Std Cooling Solution 1CPU

Workstation CADD Catalog Category	Part Number/SKU	Description
Workstation CTO Modules	1NC54AV	HP Z8 Std Cooling Solution 2CPU
Options & Accessories (Workstations)	1PD47AA	HP Z Turbo Drive 256GB TLC Z8 G4 SSD Kit
Options & Accessories (Workstations)	1PD48AA	HP Z Turbo Drive 512GB TLC Z8 G4 SSD Kit
Options & Accessories (Workstations)	1PD49AA	HP Z Turbo Drive 1TB TLC Z8 G4 SSD Kit
Options & Accessories (Workstations)	1PD53AA	HP Z Turbo Driv 256GB TLC Z8G4 SSDModule
Options & Accessories (Workstations)	1PD54AA	HP Z Turbo Driv 512GB TLC Z8G4 SSDModule
Options & Accessories (Workstations)	1PD55AA	HP Z Turbo Drive 1TB TLC Z8G4 SSDModule
Options & Accessories (Workstations)	1PD59AA	HP Z Turbo Driv 256GB TLC Z4/6 G4 SSDKit
Options & Accessories (Workstations)	1PD60AA	HP Z Turbo Driv 512GB TLC Z4/6 G4 SSDKit
Options & Accessories (Workstations)	1PD61AA	HP Z Turbo Drive 1TB TLC Z4/6 G4 SSD Kit
Options & Accessories (Workstations)	1PM63AA	Aquantia NBASE-T 5GbE PCIe NIC
Workstation CTO Modules	1QE61AV	HP DisplayPort to Dual Link DVI Adapter
Workstation CTO Modules	1QE62AV	HP DisplayPort to DVI-D Adapter
Workstation CTO Modules	1QE63AV	HP DisplayPort to DVI-D Adapter (2-pack)
Workstation CTO Modules	1QE64AV	HP DisplayPort to DVI-D Adapter (4-pack)
Workstation CTO Modules	1QE65AV	HP DisplayPort to DVI-D Adapter (6-pack)
Workstation CTO Modules	1QE66AV	HP Z4 Std CPU Cooling Solution
Options & Accessories (Workstations)	1QL46AA	Intel X550 10GBASE-T Dual Port NIC
Options & Accessories (Workstations)	1QL47AA	Intel X710-DA2 10GbE SFP+ DP NIC
Options & Accessories (Workstations)	1QL48AA	Intel 8265 802.11 a/b/g/n/ac&BT PCIe
Options & Accessories (Workstations)	1QL49AA	HP 10GBASE-T Dual NIC Module Z6/8 G4
Workstation CTO Modules	1T2C7AV	960GB SATA-3 2.5in Ent SSD
Workstation CTO Modules	1T2C8AV	960GB SATA-3 2.5in Ent 2nd SSD
Workstation CTO Modules	1T2C9AV	960GB SATA-3 2.5in Ent 3rd SSD
Workstation CTO Modules	1T2D0AV	960GB SATA-3 2.5in Ent 4th SSD
Workstation CTO Modules	1T2F1AV	960GB SATA-3 2.5in Ent SSD
Workstation CTO Modules	1T2F2AV	960GB SATA-3 2.5in Ent 2nd SSD
Workstation CTO Modules	1T2F3AV	960GB SATA-3 2.5in Ent 3rd SSD
Workstation CTO Modules	1T2F4AV	960GB SATA-3 2.5in Ent 4th SSD
Workstation CTO Modules	1T2J5AV	960GB SATA-3 2.5in Ent SSD
Workstation CTO Modules	1T2J6AV	960GB SATA-3 2.5in Ent 2nd SSD
Workstation CTO Modules	1T2J7AV	960GB SATA-3 2.5in Ent 3rd SSD
Workstation CTO Modules	1T2J8AV	960GB SATA-3 2.5in Ent 4th SSD
Workstation CTO Modules	1T2J9AV	960GB SATA-3 2.5in Ent 5th SSD
Workstation CTO Modules	1T2K0AV	960GB SATA-3 2.5in Ent 6th SSD
Monitors	1TJ76AA	HP E243d Docking Monitor
Monitors	1TJ76AA#ABA	HP E243d Docking Monitor
Monitors	1TJ76U9	HP E243d Docking Monitor HEAD ONLY
Monitors	1TJ76U9#ABA	HP E243d Docking Monitor HEAD ONLY
High-End and workstation mobility	1W9K8AV	HP IDS UMA i7-10810U 14 G7 BNBPC
Options & Accessories (Workstations)	1WT20AA	NVIDIA Quadro Sync II
Options & Accessories (Workstations)	1XD84AA	8GB DDR4-2666 (1x8GB) ECC RegRAM
Options & Accessories (Workstations)	1XD85AA	16GB DDR4-2666 (1x16GB) ECC RegRAM
Options & Accessories (Workstations)	1XD86AA	32GB DDR4-2666 (1x32GB) ECC RegRAM
Options & Accessories (Workstations)	1XM32AA	HP Z Premium Front I/O 2xUSB-A 2xUSB-C
Options & Accessories (Workstations)	1XM33AA	HP Z4 G4 Fan and Front Card Guide Kit
Options & Accessories (Workstations)	1XM34AA	HP Z4 G4 Memory Cooling Solution
Options & Accessories (Workstations)	1XM39AA	Z6G4 Xeon 6136 3.0 2666 12C CPU2
Options & Accessories (Workstations)	1XM44AA	Z6G4 Xeon 6128 3.4 2666 6C CPU2
Options & Accessories (Workstations)	1XM49AA	Z6G4 Xeon 4114 2.2 2400 10C CPU2
Options & Accessories (Workstations)	1XM50AA	Z6G4 Xeon 4112 2.6 2400 4C CPU2
Options & Accessories (Workstations)	1XM51AA	Z6G4 Xeon 4108 1.8 2400 8C CPU2
Options & Accessories (Workstations)	1XM52AA	Z6G4 Xeon 3106 1.7 2133 8C CPU2
Options & Accessories (Workstations)	1XM55AA	Z8G4 Xeon 8160M 2.1 2666 24C CPU2
Options & Accessories (Workstations)	1XM58AA	Z8G4 Xeon 6154 3.0 2666 18C CPU2
Options & Accessories (Workstations)	1XM60AA	Z8G4 Xeon 6142M 2.6 2666 16C CPU2
Options & Accessories (Workstations)	1XM62AA	Z8G4 Xeon 6136 3.0 2666 12C CPU2
Options & Accessories (Workstations)	1XM63AA	Z8G4 Xeon 6140M 2.3 2666 18C CPU2
Options & Accessories (Workstations)	1XM65AA	Z8G4 Xeon 6134M 3.2 2666 8C CPU2
Options & Accessories (Workstations)	1XM67AA	Z8G4 Xeon 6132 2.6 2666 14C CPU2
Options & Accessories (Workstations)	1XM68AA	Z8G4 Xeon 6130 2.1 2666 16C CPU2
Options & Accessories (Workstations)	1XM69AA	Z8G4 Xeon 6128 3.4 2666 6C CPU2

Workstation CADD Catalog Category	Part Number/SKU	Description
Options & Accessories (Workstations)	1XM74AA	Z8G4 Xeon 4114 2.2 2400 10C CPU2
Options & Accessories (Workstations)	1XM75AA	Z8G4 Xeon 4112 2.6 2400 4C CPU2
Options & Accessories (Workstations)	1XM76AA	Z8G4 Xeon 4108 1.8 2400 8C CPU2
Options & Accessories (Workstations)	1XM77AA	Z8G4 Xeon 3106 1.7 2133 8C CPU2
Workstation CTO Modules	1Y6E2AV	Win 10 Pro 64 MSNA STR CA
Workstation CTO Modules	1Y6E2AV#ABA	Win 10 Pro 64 MSNA STR CA
Workstation CTO Modules	1Y6F3AV	Win 10 Pro 64 MSNA STR CA
Workstation CTO Modules	1Y6F3AV#ABA	Win 10 Pro 64 MSNA STR CA
Workstation CTO Modules	1Y6F6AV	Win 10 Pro 64 MSNA STR CA
Workstation CTO Modules	1Y6F6AV#ABA	Win 10 Pro 64 MSNA STR CA
Options & Accessories (Workstations)	1ZE81AA	NVIDIA Quadro GP100 16GB Graphics
Options & Accessories (Workstations)	1ZX71AA	HP DX175 Removable HDD Frame/Carrier
Options & Accessories (Workstations)	1ZX72AA	HP DX175 Removable HDD Spare Carrier
High-End and workstation mobility	26S75UA	HP ZBSG7 i7-10850H 15.6 32GB/512 PC Intel i7-10850H, 15.6 FHD AG LED UWVA, DSC, 32GB DDR4, 512GB SSD, ax+BT, 6C Batt, FPS, W10 Pro64, 3yr Wrty
High-End and workstation mobility	26S75UA#ABA	HP ZBSG7 i7-10850H 15.6 32GB/512 PC Intel i7-10850H, 15.6 FHD AG LED UWVA, DSC, 32GB DDR4, 512GB SSD, ax+BT, 6C Batt, FPS, W10 Pro64, 3yr Wrty
High-End and workstation mobility	26V44UA	HP ZBCG7 i7-10850H 15.6 16GB/512 PC Intel i7-10850H, 15.6 FHD AG LED UWVA TS, DSC, 16GB DDR4, 512GB SSD, ax+BT, 6C Batt, FPS, W10 Pro64, 3yr Wrty
High-End and workstation mobility	26V44UA#ABA	HP ZBCG7 i7-10850H 15.6 16GB/512 PC Intel i7-10850H, 15.6 FHD AG LED UWVA TS, DSC, 16GB DDR4, 512GB SSD, ax+BT, 6C Batt, FPS, W10 Pro64, 3yr Wrty
High-End and workstation mobility	2B003AV	IDS HP DSC VR BP G2 i7-9750H HMD
High-End and workstation mobility	2B004AV	IDS HP DSC VR BP G2 i7-9850H HMD
Workstation CTO Modules	2DL16AV	Intel 3106 Xeon1.7 8C
Workstation CTO Modules	2DL17AV	Intel 3106 Xeon1.7 8C 2nd
Workstation CTO Modules	2DL18AV	Intel 4108 Xeon1.8 8C
Workstation CTO Modules	2DL19AV	Intel 4108 Xeon1.8 8C 2nd
Workstation CTO Modules	2DL20AV	Intel 4112 Xeon2.6 4C
Workstation CTO Modules	2DL21AV	Intel 4112 Xeon2.6 4C 2nd
Workstation CTO Modules	2DL22AV	Intel 4114 Xeon2.2 10C
Workstation CTO Modules	2DL23AV	Intel 4114 Xeon2.2 10C 2nd
Workstation CTO Modules	2DL24AV	Intel 4116 Xeon2.1 12C
Workstation CTO Modules	2DL25AV	Intel 4116 Xeon2.1 12C 2nd
Workstation CTO Modules	2DL26AV	Intel 5118 Xeon2.3 12C
Workstation CTO Modules	2DL27AV	Intel 5118 Xeon2.3 12C 2nd
Workstation CTO Modules	2DL32AV	Intel 6128 Xeon3.4 6C
Workstation CTO Modules	2DL33AV	Intel 6128 Xeon3.4 6C 2nd
Workstation CTO Modules	2DL36AV	Intel 6132 Xeon2.6 14C
Workstation CTO Modules	2DL37AV	Intel 6132 Xeon2.6 14C 2nd
Workstation CTO Modules	2DL40AV	Intel 6136 Xeon3.0 12C
Workstation CTO Modules	2DL41AV	Intel 6136 Xeon3.0 12C 2nd
Workstation CTO Modules	2DL50AV	Intel 6154 Xeon3.0 18C
Workstation CTO Modules	2DL54AV	Z4/Z6 G4 Side Panel Barrel Keylock
Workstation CTO Modules	2DL60AV	Intel 3106 Xeon1.7 8C
Workstation CTO Modules	2DL61AV	Intel 3106 Xeon1.7 8C 2nd
Workstation CTO Modules	2DL62AV	Intel 4108 Xeon1.8 8C
Workstation CTO Modules	2DL63AV	Intel 4108 Xeon1.8 8C 2nd
Workstation CTO Modules	2DL64AV	Intel 4112 Xeon2.6 4C
Workstation CTO Modules	2DL65AV	Intel 4112 Xeon2.6 4C 2nd
Workstation CTO Modules	2DL66AV	Intel 4114 Xeon2.2 10C
Workstation CTO Modules	2DL67AV	Intel 4114 Xeon2.2 10C 2nd
Workstation CTO Modules	2DL68AV	Intel 4116 Xeon2.1 12C
Workstation CTO Modules	2DL69AV	Intel 4116 Xeon2.1 12C 2nd
Workstation CTO Modules	2DL70AV	Intel 5118 Xeon2.3 12C
Workstation CTO Modules	2DL71AV	Intel 5118 Xeon2.3 12C 2nd
Workstation CTO Modules	2DL76AV	Intel 6128 Xeon3.4 6C
Workstation CTO Modules	2DL77AV	Intel 6128 Xeon3.4 6C 2nd
Workstation CTO Modules	2DL80AV	Intel 6132 Xeon2.6 14C
Workstation CTO Modules	2DL81AV	Intel 6132 Xeon2.6 14C 2nd
Workstation CTO Modules	2DL86AV	Intel 6136 Xeon3.0 12C
Workstation CTO Modules	2DL87AV	Intel 6136 Xeon3.0 12C 2nd
Workstation CTO Modules	2DM00AV	Intel 6154 Xeon3.0 18C
Workstation CTO Modules	2DM01AV	Intel 6154 Xeon3.0 18C 2nd
Workstation CTO Modules	2DU20AV	HP USB Premium Mouse
Options & Accessories (Workstations)	2DW52AA	HP B500 PC Mounting Bracket
Options & Accessories (Workstations)	2EB68AA	Intel Optane Memory 16GB (cache)



Workstation CADD Catalog Category	Part Number/SKU	Description
Workstation CTO Modules	2EH29AV	Z4/Z6 G4 Side Panel Barrel Keylock
High-End and workstation mobility	2FA60AV	HP IDS UMA i5-7200U 840 G5 BNBPC
High-End and workstation mobility	2FA62AV	HP IDS UMA i5-7300U 840 G5 BNBPC
High-End and workstation mobility	2FA64AV	HP IDS UMA i5-8250U 840 G5 BNBPC
High-End and workstation mobility	2FA66AV	HP IDS UMA i5-8350U 840 G5 BNBPC
High-End and workstation mobility	2FA68AV	HP IDS UMA i7-8550U 840 G5 BNBPC
High-End and workstation mobility	2FA70AV	HP IDS UMA i7-8650U 840 G5 BNBPC
High-End and workstation mobility	2FH30AV	HP IDS UMA i5-7200U 850 G5 BNBPC
High-End and workstation mobility	2FH31AV	HP IDS UMA i5-7300U 850 G5 BNBPC
High-End and workstation mobility	2FH32AV	HP IDS UMA i5-8250U 850 G5 BNBPC
High-End and workstation mobility	2FH33AV	HP IDS UMA i5-8350U 850 G5 BNBPC
High-End and workstation mobility	2FH34AV	HP IDS UMA i7-8550U 850 G5 BNBPC
High-End and workstation mobility	2FH35AV	HP IDS UMA i7-8650U 850 G5 BNBPC
Options & Accessories (Workstations)	2FZ76AA	HP Z8 Rack Rail Upgrade Kit
Options & Accessories (Workstations)	2FZ77AA	HP Z640/Z840/Z8G4 Rail Rack Kit
High-End and workstation mobility	2FZ80AV	HP IDS UMA i5-7200U 830 G5 BNBPC
High-End and workstation mobility	2FZ81AV	HP IDS UMA i5-7300U 830 G5 BNBPC
High-End and workstation mobility	2FZ82AV	HP IDS UMA i5-8250U 830 G5 BNBPC
High-End and workstation mobility	2FZ83AV	HP IDS UMA i5-8350U 830 G5 BNBPC
High-End and workstation mobility	2FZ84AV	HP IDS UMA i7-8550U 830 G5 BNBPC
High-End and workstation mobility	2FZ85AV	HP IDS UMA i7-8650U 830 G5 BNBPC
High-End and workstation mobility	2GY10AV	HP IDS UMA i5-8250U 14u G5 BNBPC
High-End and workstation mobility	2HB39AV	HP IDS UMA R5 PRO 2500U 735 G5 BNBPC
Options & Accessories (Workstations)	2HW42AA	HP Z2/Z4/Z6 G4 Depth Adj Fxd Rail Rk KT
Options & Accessories (Workstations)	2HW44AA	HP Z6 G4 Memory Cooling Solution
High-End and workstation mobility	2HY47AA	HP Z VR Backpack Harness
High-End and workstation mobility	2HY48AA	HP Z VR Backpack Battery Pack
High-End and workstation mobility	2HY49AA	HP Z VR Backpack HTC Vive Combo Cable
High-End and workstation mobility	2HY51AA	HP Z VR Backpack Battery Chrgr
High-End and workstation mobility	2HY51AA#ABA	HP Z VR Backpack Battery Chrgr
Workstation CTO Modules	2JA79AV	HP Z Cooler
Workstation CTO Modules	2JA81AV	HP Z6 G4 Memory Cooling Solution
Workstation CTO Modules	2KW69AV	Win 10 Pro 64 for Workstations
Workstation CTO Modules	2KW69AV#ABA	Win 10 Pro 64 for Workstations
Options & Accessories (Workstations)	2KW86A6	HP (Bulk 4) miniDP-to-DP Adapter Cables
Options & Accessories (Workstations)	2KW87A6	HP (Bulk 12) miniDP-to-DP Adapter Cables
Workstation CTO Modules	2LH04AV	Win 10 Pro 64 WKST
Workstation CTO Modules	2LH04AV#ABA	Win 10 Pro 64 WKST
Workstation CTO Modules	2LH05AV	Win 10 Pro 64 WKST Plus
Workstation CTO Modules	2LH05AV#ABA	Win 10 Pro 64 WKST Plus
Workstation CTO Modules	2LH08AV	Win 10 Pro 64 WKST
Workstation CTO Modules	2LH08AV#ABA	Win 10 Pro 64 WKST
Workstation CTO Modules	2LH09AV	Win 10 Pro 64 WKST Plus
Workstation CTO Modules	2LH09AV#ABA	Win 10 Pro 64 WKST Plus
Workstation CTO Modules	2LH12AV	Win 10 Pro 64 WKST
Workstation CTO Modules	2LH12AV#ABA	Win 10 Pro 64 WKST
Workstation CTO Modules	2LH13AV	Win 10 Pro 64 WKST Plus
Workstation CTO Modules	2LH13AV#ABA	Win 10 Pro 64 WKST Plus
High-End and workstation mobility	2LM71AA	HP Z VR Backpack G1 Dock
High-End and workstation mobility	2LM71AA#ABA	HP Z VR Backpack G1 Dock
High-End and workstation mobility	2MN14AV	HP IDS UMA R3 PRO 2300U 755 G5 BNBPC
High-End and workstation mobility	2MN15AV	HP IDS UMA R5 PRO 2500U 755 G5 BNBPC
High-End and workstation mobility	2MN16AV	HP IDS UMA R7 PRO 2700U 755 G5 BNBPC
Options & Accessories (Workstations)	2MY05AA	HP Single miniDP-to-DP Adapter Cable
Monitors	2NJ08A4	HP DreamColor Z27x G2 Display
Monitors	2NJ08A4#ABA	HP DreamColor Z27x G2 Display
Workstation CTO Modules	2NT62AV	AMD RdnP 4GB WX 3100 (2)mDP+DP Graphics
Workstation CTO Modules	2NT63AV	AMD RdnP 4GB WX 3100 2nd Graphics
Workstation CTO Modules	2NT96AV	AMD RdnP 4GB WX 3100 (2)mDP+DP Graphics
Workstation CTO Modules	2NT97AV	AMD RdnP 4GB WX 3100 2nd Graphics
Workstation CTO Modules	2NZ04AV	32GB (4x8GB) DDR4 2666 DIMM ECC REG 2CPU
Workstation CTO Modules	2NZ05AV	64GB (8x8GB) DDR4 2666 DIMM ECC REG 2CPU

Workstation CADD Catalog Category	Part Number/SKU	Description
Workstation CTO Modules	2NZ10AV	32GB (4x8GB) DDR4 2666 DIMM ECC REG 2CPU
Workstation CTO Modules	2NZ11AV	64GB (8x8GB) DDR4 2666 DIMM ECC REG 2CPU
Workstation CTO Modules	2NZ15AV	16GB (1x16GB) DDR4 2666 ECC REG
Workstation CTO Modules	2PA20AV	HP miniDP-to-DP Adapter
Workstation CTO Modules	2PA21AV	HP miniDP-to-DP Adapter (2-pack)
Workstation CTO Modules	2PA22AV	HP miniDP-to-DP Adapter (4-pack)
Workstation CTO Modules	2PA23AV	HP miniDP-to-DP Adapter (8-pack)
Workstation CTO Modules	2PA26AV	HP miniDP-to-DP Adapter
Workstation CTO Modules	2PA27AV	HP miniDP-to-DP Adapter (2-pack)
Workstation CTO Modules	2PA28AV	HP miniDP-to-DP Adapter (4-pack)
Workstation CTO Modules	2PA29AV	HP miniDP-to-DP Adapter (8-pack)
Workstation CTO Modules	2PA31AV	HP miniDP-to-DP Adapter
Workstation CTO Modules	2PA32AV	HP miniDP-to-DP Adapter (2-pack)
Workstation CTO Modules	2PA33AV	HP miniDP-to-DP Adapter (4-pack)
Workstation CTO Modules	2PA34AV	HP miniDP-to-DP Adapter (8-pack)
Workstation CTO Modules	2PB98AV	Intel XeonW-2102 2.9 4C
Workstation CTO Modules	2PB99AV	Intel XeonW-2104 3.2 4C
Workstation CTO Modules	2PC00AV	Intel XeonW-2123 3.6 4C
Workstation CTO Modules	2PC01AV	Intel XeonW-2125 4.0 4C
Workstation CTO Modules	2PC02AV	Intel XeonW-2133 3.6 6C
Workstation CTO Modules	2PC03AV	Intel XeonW-2135 3.7 6C
Workstation CTO Modules	2PC04AV	Intel XeonW-2145 3.7 8C
Workstation CTO Modules	2PC06AV	128GB (4x32GB) DDR4 2666 DIMM ECCREG2CPU
Workstation CTO Modules	2PC07AV	128GB (8x16GB) DDR4 2666 DIMM ECCREG2CPU
Workstation CTO Modules	2PC09AV	64GB (4x16GB) DDR4 2666 DIMM ECC REG2CPU
Workstation CTO Modules	2PC10AV	128GB (4x32GB) DDR4 2666 DIMM ECCREG2CPU
Workstation CTO Modules	2PC11AV	128GB (8x16GB) DDR4 2666 DIMM ECCREG2CPU
Workstation CTO Modules	2PC12AV	256GB (8x32GB) DDR4 2666 DIMM ECCREG2CPU
Workstation CTO Modules	2PC13AV	64GB (4x16GB) DDR4 2666 DIMM ECC REG2CPU
Workstation CTO Modules	2R680AV	2TB 7200 SATA Enterprise 3.5in
Workstation CTO Modules	2R681AV	2TB 7200 SATA Enterprise 3.5in 2nd
Workstation CTO Modules	2R686AV	2TB 7200 SATA Enterprise 3.5in
Workstation CTO Modules	2R687AV	2TB 7200 SATA Enterprise 3.5in 2nd
Workstation CTO Modules	2R688AV	2TB 7200 SATA Enterprise 3.5in 3rd
Workstation CTO Modules	2R689AV	2TB 7200 SATA Enterprise 3.5in 4th
High-End and workstation mobility	2R718AV	HP IDS UMA i7-10710U 830 G7 BNBPC
High-End and workstation mobility	2R720AV	HP IDS UMA i7-10710U 840 G7 BNBPC
High-End and workstation mobility	2R735AV	HP IDS DSC i7-10710U 850 G7 BNBPC
High-End and workstation mobility	2R736AV	HP IDS UMA i7-10710U 850 G7 BNBPC
Options & Accessories (Workstations)	2SC47AA	Intel Optane SSD 905p 280GB Aic PCIe
Options & Accessories (Workstations)	2SC48AA	Intel Optane SSD 905p 480GB Aic PCIe
Workstation CTO Modules	2SQ60AV	HP DX175 Removable 1st HDD Frame/Carrier
Workstation CTO Modules	2SQ61AV	HP DX175 Removable 2nd HDD Frame/Carrier
Workstation CTO Modules	2SQ67AV	HP DX175 Removable 1st HDD Frame/Carrier
Workstation CTO Modules	2SQ68AV	HP DX175 Removable 2nd HDD Frame/Carrier
Workstation CTO Modules	2SQ71AV	MUS WD USB Prm
Workstation CTO Modules	2SQ77AV	AMD RdnP 4GB WX 3100 (2)mDP+DP Graphics
Workstation CTO Modules	2SQ78AV	AMD RdnP 4GB WX 3100 2nd Graphics
Workstation CTO Modules	2SQ79AV	HP DX175 Removable 1st HDD Frame/Carrier
Workstation CTO Modules	2SQ80AV	HP DX175 Removable 2nd HDD Frame/Carrier
Workstation CTO Modules	2SQ83AV	MUS WD USB Prm
Monitors	2TB68A4	HP Z27 4K UHD Display
Monitors	2TB68A4#ABA	HP Z27 4K UHD Display
Monitors	2TB68U9	HP Z27 27-IN 4K UHD Display HEAD ONLY
Monitors	2TB68U9#ABA	HP Z27 27-IN 4K UHD Display HEAD ONLY
Workstation CTO Modules	2TE83AV	AMD RdnP WX 9100 16GB Graphics
Workstation CTO Modules	2TE87AV	AMD RdnP WX 9100 16GB Graphics
Workstation CTO Modules	2TE90AV	AMD RdnP WX 9100 16GB Graphics
Options & Accessories (Workstations)	2TF01AA	Radeon Pro WX 9100 16GB Graphics
Options & Accessories (Workstations)	2TF08AA	Radeon Pro WX 3100 4GB Graphics
Workstation CTO Modules	2TF72AV	MUS WD USB HD
Workstation CTO Modules	2TF73AV	MUS WD USB HD

Workstation CADD Catalog Category	Part Number/SKU	Description
Workstation CTO Modules	2TF74AV	MUS WD USB HD
Workstation CTO Modules	2TL55AV	MUS WD USB Prm
Workstation CTO Modules	2V829AV	2TB 7200 SATA Enterprise 3.5in
Workstation CTO Modules	2V830AV	2TB 7200 SATA Enterprise 3.5in 2nd
Workstation CTO Modules	2V835AV	2TB 7200 SATA Enterprise 3.5in
Workstation CTO Modules	2V836AV	2TB 7200 SATA Enterprise 3.5in 2nd
Workstation CTO Modules	2V837AV	2TB 7200 SATA Enterprise 3.5in 3rd
Workstation CTO Modules	2V838AV	2TB 7200 SATA Enterprise 3.5in 4th
Workstation CTO Modules	2V847AV	2TB 7200 SATA Enterprise 3.5in
Workstation CTO Modules	2V848AV	2TB 7200 SATA Enterprise 3.5in 2nd
Workstation CTO Modules	2V849AV	2TB 7200 SATA Enterprise 3.5in 3rd
Workstation CTO Modules	2V850AV	2TB 7200 SATA Enterprise 3.5in 4th
Options & Accessories (Workstations)	2VK54AA	HP SD 4 Card Reader Zx G4
High-End and workstation mobility	2WX06AV	HP IDS DSC i7-8550U ZBook x2 G4 BNBPC
High-End and workstation mobility	2WX07AV	HP IDS DSC i7-8650U ZBook x2 G4 BNBPC
High-End and workstation mobility	2WX08AV	HP IDS UMA i5-8250U ZBook x2 G4 BNBPC
High-End and workstation mobility	2XD21AV	HP IDS E-2176M 17 G5 BNBPC
High-End and workstation mobility	2XD22AV	HP IDS E-2186M 17 G5 BNBPC
High-End and workstation mobility	2XD23AV	HP IDS i5-8300H 17 G5 BNBPC
High-End and workstation mobility	2XD24AV	HP IDS i5-8400H 17 G5 BNBPC
High-End and workstation mobility	2XD25AV	HP IDS i7-8750H 17 G5 BNBPC
High-End and workstation mobility	2XD26AV	HP IDS i7-8850H 17 G5 BNBPC
Workstation CTO Modules	2XE92AV	No Adapters Needed
Workstation CTO Modules	2XE93AV	No Adapters Needed
Workstation CTO Modules	2XE95AV	No Adapters Needed
High-End and workstation mobility	2YD04AA	HP 330W Smart AC Adapter
High-End and workstation mobility	2YD04AA#ABA	HP 330W Smart AC Adapter
High-End and workstation mobility	2YN53AV	HP IDS DSC P10004GBi5-8300HStudioG5BNBPC
High-End and workstation mobility	2YN54AV	HP IDS DSC P10004GBi5-8400HStudioG5BNBPC
High-End and workstation mobility	2YN55AV	HP IDS DSC P10004GBi7-8750HStudioG5BNBPC
High-End and workstation mobility	2YN56AV	HP IDS DSC P10004GBi7-8850HStudioG5BNBPC
High-End and workstation mobility	2YN57AV	HP IDS DSC P1000 4GBE-2176MStudioG5BNBPC
High-End and workstation mobility	2YN58AV	HP IDS DSC P1000 4GBE-2186MStudioG5BNBPC
High-End and workstation mobility	2YN59AV	HP IDS UMA i5-8300H Studio G5 BNBPC
High-End and workstation mobility	2YN60AV	HP IDS UMA i5-8400H Studio G5 BNBPC
High-End and workstation mobility	2YN61AV	HP IDS UMA i7-8750H Studio G5 BNBPC
High-End and workstation mobility	2YN62AV	HP IDS UMA i7-8850H Studio G5 BNBPC
High-End and workstation mobility	2YS48AV	HPIDSDSCP10004GBi58300HStudiox360G5BNBPC
High-End and workstation mobility	2YS49AV	HPIDSDSCP10004GBi58400HStudiox360G5BNBPC
High-End and workstation mobility	2YS50AV	HPIDSDSCP10004GBi78750HStudiox360G5BNBPC
High-End and workstation mobility	2YS51AV	HPIDSDSCP10004GBi78850HStudiox360G5BNBPC
High-End and workstation mobility	2YS52AV	HPIDSDSCP10004GBE-2176MStudiox360G5BNBPC
High-End and workstation mobility	2YS53AV	HPIDSDSCP10004GBE-2186MStudiox360G5BNBPC
High-End and workstation mobility	2YS54AV	HP IDS UMA i5-8300H Studiox360 G5 BNBPC
High-End and workstation mobility	2YS55AV	HP IDS UMA i5-8400H Studiox360 G5 BNBPC
High-End and workstation mobility	2YS56AV	HP IDS UMA i7-8750H Studiox360 G5 BNBPC
High-End and workstation mobility	2YS57AV	HP IDS UMA i7-8850H Studiox360 G5 BNBPC
Workstation CTO Modules	2YW27AV	HP Z2 TWR G4 WKS
Entry/Value Workstations	2YW30AV	HP Z2 SFF G4 WKS
High-End and workstation mobility	2YW99AV	HP IDS UMA i5-8300H 15 G5 BNBPC
High-End and workstation mobility	2YX00AV	HP IDS UMA i5-8400H 15 G5 BNBPC
Options & Accessories (Workstations)	2YY84AA	HP NVIDIA SLI 2-Slot Graphics Connector
Options & Accessories (Workstations)	2YY85AA	HP NVIDIA SLI 3-Slot Graphics Connector
Options & Accessories (Workstations)	2YY86AA	HP NVIDIA GP100 NVLINK Bridge Kit (Pair)
Options & Accessories (Workstations)	2ZK26AA	HP 9.5mm Slim DVD Writer
Workstation CTO Modules	2ZP32AV	Intel Core i3- 8100 4C
Workstation CTO Modules	2ZP33AV	Intel Core i5- 8500 6C
Workstation CTO Modules	2ZP34AV	Intel Core i5- 8600 6C
Workstation CTO Modules	2ZP35AV	Intel Core i7- 8700 6C 65W
Workstation CTO Modules	2ZP36AV	Intel Core i7- 8700k 6C 95W
Workstation CTO Modules	2ZP37AV	Intel Xeon E-2126G 6C
Workstation CTO Modules	2ZP38AV	Intel Xeon E-2136 6C 80W

Workstation CADD Catalog Category	Part Number/SKU	Description
Workstation CTO Modules	2ZP42AV	Intel Xeon E-2176G 6C
Workstation CTO Modules	2ZP43AV	AMD RdnP 4GB WX 3100 (2)mDP+DP Graphics
Workstation CTO Modules	2ZP44AV	Nvd Qdr 4GB P1000 (4)mDP Graphics
Workstation CTO Modules	2ZP45AV	NVIDIA Quadro P400 2GB (3)mDP Graphics
Workstation CTO Modules	2ZP46AV	Nvd Qdr 2GB P400 2nd Graphics
Workstation CTO Modules	2ZP48AV	1TB 7200 SATA 3.5in WKS
Workstation CTO Modules	2ZP49AV	1TB 7200 SATA 3.5in 2ndWKS
Workstation CTO Modules	2ZP51AV	1TB 7200 SATA Enterprise 3.5in
Workstation CTO Modules	2ZP52AV	1TB 7200 SATA Enterprise 3.5in 2nd
Workstation CTO Modules	2ZP53AV	2TB 7200 SATA 3.5in
Workstation CTO Modules	2ZP54AV	2TB 7200 SATA 3.5in 2nd
Workstation CTO Modules	2ZP55AV	4TB 7200 SATA Enterprise 3.5in
Workstation CTO Modules	2ZP56AV	4TB 7200 SATA Enterprise 3.5in 2nd
Workstation CTO Modules	2ZP57AV	500GB 7200 SATA 3.5in
Workstation CTO Modules	2ZP58AV	500GB 7200 SATA 3.5in 2nd
Workstation CTO Modules	2ZP59AV	500GB 7200 SATA OPAL2 SFF
Workstation CTO Modules	2ZP60AV	HP (SFF) Solenoid Hood Lock
Workstation CTO Modules	2ZP61AV	HP 10GbE SFP+ SR 1st Transceiver
Workstation CTO Modules	2ZP62AV	HP China TPM PCID
Workstation CTO Modules	2ZP63AV	HP DisplayPort Port
Workstation CTO Modules	2ZP64AV	HP DisplayPort to DVI-D Adapter
Workstation CTO Modules	2ZP65AV	MUS WD USB OPT
Workstation CTO Modules	2ZP66AV	HP Remove Computrace BIOS Module
Workstation CTO Modules	2ZP67AV	HP SD Card Reader
Workstation CTO Modules	2ZP68AV	HP Serial Port Adapter
Workstation CTO Modules	2ZP69AV	HP TPM Disabled
Workstation CTO Modules	2ZP70AV	HP Workstations Mouse Pad
Workstation CTO Modules	2ZP71AV	Intel X550-T2 10GbE Dual Port NIC
Workstation CTO Modules	2ZP72AV	Intel X710-DA2 10GbE SFP+ Dual Port NIC
Workstation CTO Modules	2ZP74AV	CECP Enabled Configuration Label
Workstation CTO Modules	2ZP75AV	China Reg CCC Compl Mark Label
Workstation CTO Modules	2ZP76AV	ENERGY STAR Certified Label
Workstation CTO Modules	2ZP77AV	FDA Class 1 Medical Device Label
Workstation CTO Modules	2ZP79AV	No Included Keyboard
Workstation CTO Modules	2ZP80AV	No Included Mouse
Workstation CTO Modules	2ZP81AV	Multi-Unit SFF HP WKS Eco-Packaging
Workstation CTO Modules	2ZP82AV	Single Unit SFF HP WKS Packaging
Workstation CTO Modules	2ZP84AV	MUS WL Prm
Workstation CTO Modules	2ZP85AV	No Graphics option(GT0 procesr)
Workstation CTO Modules	2ZP86AV	No Included ODD
Workstation CTO Modules	2ZP87AV	No Microsoft Office SW
Workstation CTO Modules	2ZP88AV	9.5 BD Writer 1st ODD
Workstation CTO Modules	2ZP89AV	9.5 DVDROM 1st ODD
Workstation CTO Modules	2ZP90AV	9.5 DVDWR 1st ODD
Workstation CTO Modules	2ZP91AV	Operating System Load to PCIe
Workstation CTO Modules	2ZP92AV	Operating System Load to SATA
Workstation CTO Modules	2ZP93AV	RAID 0 Striped Array Configuration
Workstation CTO Modules	2ZP94AV	RAID 1 Mirrored Array Configuration
Workstation CTO Modules	2ZP95AV	16GB (1x16GB) DDR4 2666 DIMM ECC UNB
Workstation CTO Modules	2ZP96AV	16GB (1x16GB) DDR4 2666 UDIMM NECC
Workstation CTO Modules	2ZP97AV	16GB (2x8GB) DDR4 2666 DIMM ECC UNB
Workstation CTO Modules	2ZP98AV	16GB (2x8GB) DDR4 2666 NECC
Workstation CTO Modules	2ZP99AV	24GB (3x8GB) DDR4 2666 DIMM ECC UNB
Workstation CTO Modules	2ZQ00AV	32GB (1x32GB) DDR4 2666 ECC
Workstation CTO Modules	2ZQ01AV	32GB (1x32GB) DDR4 2666 NECC
Workstation CTO Modules	2ZQ02AV	32GB (2x16GB) DDR4 2666 DIMM ECC UNB
Workstation CTO Modules	2ZQ03AV	32GB (4x8GB) DDR4 2666 DIMM ECC UNB
Workstation CTO Modules	2ZQ05AV	4GB (1x4GB) DDR4 2666 NECC
Workstation CTO Modules	2ZQ06AV	64GB (4x16GB) DDR4 2666 DIMM ECC UNB
Workstation CTO Modules	2ZQ07AV	8GB (1x8GB) DDR4 2666 DIMM ECC UNB
Workstation CTO Modules	2ZQ08AV	8GB (1x8GB) DDR4 2666 UDIMM NECC
Workstation CTO Modules	2ZQ10AV	8GB (2x4GB) DDR4 2666 UDIMM NECC

Workstation CADD Catalog Category	Part Number/SKU	Description
Workstation CTO Modules	2ZQ11AV	Red Hat Enterprise Linux (RHEL)
Workstation CTO Modules	2ZQ12AV	SFF Tower Stand
Workstation CTO Modules	2ZQ14AV	1TB 2.5in SATA SSD
Workstation CTO Modules	2ZQ15AV	1TB 2.5in SATA 2nd SSD
Workstation CTO Modules	2ZQ16AV	1TB 2.5in SATA 3rd SSD
Workstation CTO Modules	2ZQ17AV	256GB 2.5in SATA SSD
Workstation CTO Modules	2ZQ18AV	256GB 2.5in SATA 2nd SSD
Workstation CTO Modules	2ZQ19AV	256GB 2.5in SATA 3rd SSD
Workstation CTO Modules	2ZQ20AV	256GB 2.5in SATA OPAL2 SSD
Workstation CTO Modules	2ZQ21AV	2TB 2.5in SATA SSD
Workstation CTO Modules	2ZQ22AV	2TB 2.5in SATA 2nd SSD
Workstation CTO Modules	2ZQ23AV	512GB 2.5in SATA SSD
Workstation CTO Modules	2ZQ24AV	512GB 2.5in SATA 2nd SSD
Workstation CTO Modules	2ZQ25AV	512GB 2.5in SATA 3rd SSD
Workstation CTO Modules	2ZQ26AV	512GB 2.5in SATA OPAL2 SSD
Workstation CTO Modules	2ZQ27AV	Intel 16GB 2280 Optane Memory
Workstation CTO Modules	2ZQ28AV	INT Opt 905p 280GB AIC SSD
Workstation CTO Modules	2ZQ29AV	INT Opt 905p 480GB AIC SSD
Workstation CTO Modules	2ZQ32AV	Z Turbo Drive 1TB 2280 TLC SSD
Workstation CTO Modules	2ZQ33AV	Z Turbo Drive 1TB 2280 TLC 2nd SSD
Workstation CTO Modules	2ZQ38AV	Z Turbo Drive 256GB 2280 TLC SSD
Workstation CTO Modules	2ZQ39AV	Z Turbo Drive 256GB 2280 TLC 2nd SSD
Workstation CTO Modules	2ZQ44AV	Z Turbo Drive 512GB 2280 TLC SSD
Workstation CTO Modules	2ZQ45AV	Z Turbo Drive 512GB 2280 TLC 2nd SSD
Workstation CTO Modules	2ZQ46AV	HP ZCentral Remote Boost 2020 SW for Z
Workstation CTO Modules	2ZQ47AV	HP USB Hardened Optical Wired Mouse
Workstation CTO Modules	2ZQ48AV	MUS WD USB Prm
Workstation CTO Modules	2ZQ49AV	Intel9560ac2x2MU-MIMOnon-vPro160MHz+BT5W
Workstation CTO Modules	2ZQ50AV	Z2 SFF G4 90 310W Chassis
Workstation CTO Modules	2ZQ51AV	Z2 SFF G4 92 250W Chassis
Workstation CTO Modules	2ZQ77AV	Intel Core i3- 8100 4C
Workstation CTO Modules	2ZQ78AV	Intel Core i5- 8500 6C
Workstation CTO Modules	2ZQ79AV	Intel Core i5- 8600 6C
Workstation CTO Modules	2ZQ80AV	Intel Core i7- 8700 6C 65W
Workstation CTO Modules	2ZQ81AV	Intel Core i7- 8700k 6C 95W
Workstation CTO Modules	2ZQ82AV	Intel Xeon E-2126G 6C
Workstation CTO Modules	2ZQ83AV	Intel Xeon E-2136 6C 80W
Workstation CTO Modules	2ZQ87AV	Intel Xeon E-2176G 6C
Workstation CTO Modules	2ZQ88AV	AMD RdnP 4GB WX 3100 (2)mDP+DP Graphics
Workstation CTO Modules	2ZQ89AV	AMD RdnP 4GB WX 3100 2nd Graphics
Workstation CTO Modules	2ZQ90AV	AMD RdnP WX 7100 8GB 4DP Graphics
Workstation CTO Modules	2ZQ91AV	Nvd Qdr 4GB P1000 (4)mDP Graphics
Workstation CTO Modules	2ZQ92AV	Nvd Qdr 4GB P1000 2nd Graphics
Workstation CTO Modules	2ZQ94AV	NVIDIA Quadro P400 2GB (3)mDP Graphics
Workstation CTO Modules	2ZQ95AV	Nvd Qdr 2GB P400 2nd Graphics
Workstation CTO Modules	2ZQ99AV	Handle Top 5.25 Bay
Workstation CTO Modules	2ZR00AV	1TB 7200 SATA 3.5in WKS
Workstation CTO Modules	2ZR01AV	1TB 7200 SATA 3.5in 2ndWKS
Workstation CTO Modules	2ZR02AV	1TB 7200 SATA 3.5in 3rdWKS
Workstation CTO Modules	2ZR03AV	1TB 7200 SATA Enterprise 3.5in
Workstation CTO Modules	2ZR04AV	1TB 7200 SATA Enterprise 3.5in 2nd
Workstation CTO Modules	2ZR05AV	1TB 7200 SATA Enterprise 3.5in 3rd
Workstation CTO Modules	2ZR06AV	2TB 7200 SATA 3.5in
Workstation CTO Modules	2ZR07AV	2TB 7200 SATA 3.5in 2nd
Workstation CTO Modules	2ZR08AV	2TB 7200 SATA 3.5in 3rd
Workstation CTO Modules	2ZR09AV	4TB 7200 SATA Enterprise 3.5in
Workstation CTO Modules	2ZR10AV	4TB 7200 SATA Enterprise 3.5in 2nd
Workstation CTO Modules	2ZR11AV	4TB 7200 SATA Enterprise 3.5in 3rd
Workstation CTO Modules	2ZR12AV	500GB 7200 SATA 3.5in
Workstation CTO Modules	2ZR13AV	500GB 7200 SATA 3.5in 2nd
Workstation CTO Modules	2ZR14AV	500GB 7200 SATA 3.5in 3rd
Workstation CTO Modules	2ZR15AV	500GB 7200 SATA OPAL2 SFF

Workstation CADD Catalog Category	Part Number/SKU	Description
Workstation CTO Modules	2ZR17AV	HP (TWR) Solenoid Lock and Intrusion Sen
Workstation CTO Modules	2ZR18AV	HP 10GbE SFP+ SR 1st Transceiver
Workstation CTO Modules	2ZR19AV	HP China TPM PCID
Workstation CTO Modules	2ZR20AV	HP DisplayPort to DVI-D Adapter
Workstation CTO Modules	2ZR21AV	MUS WD USB OPT
Workstation CTO Modules	2ZR22AV	HP Remove Computrace BIOS Module
Workstation CTO Modules	2ZR23AV	HP SD Card Reader
Workstation CTO Modules	2ZR24AV	HP Serial Port Adapter
Workstation CTO Modules	2ZR25AV	HP TPM Disabled
Workstation CTO Modules	2ZR26AV	HP Workstations Mouse Pad
Workstation CTO Modules	2ZR27AV	Intel X550-T2 10GbE Dual Port NIC
Workstation CTO Modules	2ZR28AV	Intel X710-DA2 10GbE SFP+ Dual Port NIC
Workstation CTO Modules	2ZR29AV	CECP Enabled Configuration Label
Workstation CTO Modules	2ZR30AV	China Reg CCC Compl Mark Label
Workstation CTO Modules	2ZR31AV	ENERGY STAR Certified Label
Workstation CTO Modules	2ZR32AV	FDA Class 1 Medical Device Label
Workstation CTO Modules	2ZR34AV	No Included Keyboard
Workstation CTO Modules	2ZR35AV	No Included Mouse
Workstation CTO Modules	2ZR36AV	Multi-Unit TWR Z2 Eco-Packaging
Workstation CTO Modules	2ZR37AV	Single Unit TWR Z2 Packaging
Workstation CTO Modules	2ZR39AV	MUS WL Prm
Workstation CTO Modules	2ZR40AV	No Graphics option(GT0 procesr)
Workstation CTO Modules	2ZR41AV	No Included ODD
Workstation CTO Modules	2ZR42AV	No Microsoft Office SW
Workstation CTO Modules	2ZR43AV	9.5 BD Writer 1st ODD
Workstation CTO Modules	2ZR44AV	9.5 BD Writer 2nd ODD
Workstation CTO Modules	2ZR45AV	9.5 DVDROM 1st ODD
Workstation CTO Modules	2ZR46AV	9.5 DVDWR 1st ODD
Workstation CTO Modules	2ZR47AV	9.5 DVDWR 2nd ODD
Workstation CTO Modules	2ZR48AV	Operating System Load to PCIe
Workstation CTO Modules	2ZR49AV	Operating System Load to SATA
Workstation CTO Modules	2ZR50AV	RAID 0 Striped Array Configuration
Workstation CTO Modules	2ZR51AV	RAID 1 Mirrored Array Configuration
Workstation CTO Modules	2ZR52AV	16GB (1x16GB) DDR4 2666 DIMM ECC UNB
Workstation CTO Modules	2ZR53AV	16GB (1x16GB) DDR4 2666 UDIMM NECC
Workstation CTO Modules	2ZR54AV	16GB (2x8GB) DDR4 2666 DIMM ECC UNB
Workstation CTO Modules	2ZR55AV	16GB (2x8GB) DDR4 2666 NECC
Workstation CTO Modules	2ZR56AV	24GB (3x8GB) DDR4 2666 DIMM ECC UNB
Workstation CTO Modules	2ZR57AV	32GB (1x32GB) DDR4 2666 ECC
Workstation CTO Modules	2ZR58AV	32GB (1x32GB) DDR4 2666 NECC
Workstation CTO Modules	2ZR59AV	32GB (2x16GB) DDR4 2666 DIMM ECC UNB
Workstation CTO Modules	2ZR60AV	32GB (4x8GB) DDR4 2666 DIMM ECC UNB
Workstation CTO Modules	2ZR62AV	4GB (1x4GB) DDR4 2666 NECC
Workstation CTO Modules	2ZR63AV	64GB (4x16GB) DDR4 2666 DIMM ECC UNB
Workstation CTO Modules	2ZR64AV	8GB (1x8GB) DDR4 2666 DIMM ECC UNB
Workstation CTO Modules	2ZR65AV	8GB (1x8GB) DDR4 2666 UDIMM NECC
Workstation CTO Modules	2ZR67AV	8GB (2x4GB) DDR4 2666 UDIMM NECC
Workstation CTO Modules	2ZR68AV	Red Hat Enterprise Linux (RHEL)
Workstation CTO Modules	2ZR69AV	Single Port eSATA Adapter
Workstation CTO Modules	2ZR71AV	1TB 2.5in SATA SSD
Workstation CTO Modules	2ZR72AV	1TB 2.5in SATA 2nd SSD
Workstation CTO Modules	2ZR73AV	1TB 2.5in SATA 3rd SSD
Workstation CTO Modules	2ZR74AV	256GB 2.5in SATA SSD
Workstation CTO Modules	2ZR75AV	256GB 2.5in SATA 2nd SSD
Workstation CTO Modules	2ZR76AV	256GB 2.5in SATA 3rd SSD
Workstation CTO Modules	2ZR77AV	256GB 2.5in SATA OPAL2 SSD
Workstation CTO Modules	2ZR78AV	2TB 2.5in SATA SSD
Workstation CTO Modules	2ZR79AV	2TB 2.5in SATA 2nd SSD
Workstation CTO Modules	2ZR80AV	512GB 2.5in SATA SSD
Workstation CTO Modules	2ZR81AV	512GB 2.5in SATA 2nd SSD
Workstation CTO Modules	2ZR82AV	512GB 2.5in SATA 3rd SSD
Workstation CTO Modules	2ZR83AV	512GB 2.5in SATA OPAL2 SSD

Workstation CADD Catalog Category	Part Number/SKU	Description
Workstation CTO Modules	2ZR84AV	Intel 16GB 2280 Optane Memory
Workstation CTO Modules	2ZR85AV	INT Opt 905p 280GB AIC SSD
Workstation CTO Modules	2ZR86AV	INT Opt 905p 480GB AIC SSD
Workstation CTO Modules	2ZR89AV	Z Turbo Drive 1TB 2280 TLC SSD
Workstation CTO Modules	2ZR90AV	Z Turbo Drive 1TB 2280 TLC 2nd SSD
Workstation CTO Modules	2ZR95AV	Z Turbo Drive 256GB 2280 TLC SSD
Workstation CTO Modules	2ZR96AV	Z Turbo Drive 256GB 2280 TLC 2nd SSD
Workstation CTO Modules	2ZS01AV	Z Turbo Drive 512GB 2280 TLC SSD
Workstation CTO Modules	2ZS02AV	Z Turbo Drive 512GB 2280 TLC 2nd SSD
Workstation CTO Modules	2ZS03AV	HP ZCentral Remote Boost 2020 SW for Z
Workstation CTO Modules	2ZS04AV	HP USB Hardened Optical Wired Mouse
Workstation CTO Modules	2ZS05AV	MUS WD USB Prm
Workstation CTO Modules	2ZS06AV	Z2 TWR G4 90 500W Chassis
Workstation CTO Modules	2ZS07AV	Z2 TWR G4 92 250W Chassis
Workstation CTO Modules	2ZV81AV	3/3/3 Warranty
Workstation CTO Modules	2ZV81AV#ABA	3/3/3 Warranty
Workstation CTO Modules	2ZV86AV	HP Z2 TWR G4 CKIT
Workstation CTO Modules	2ZV86AV#ABA	HP Z2 TWR G4 CKIT
Workstation CTO Modules	2ZV87AV	USB Premium Keyboard
Workstation CTO Modules	2ZV87AV#ABA	USB Premium Keyboard
Workstation CTO Modules	2ZV88AV	HP KBD MUS WL BusSlim Keyboard
Workstation CTO Modules	2ZV88AV#ABA	HP KBD MUS WL BusSlim Keyboard
Workstation CTO Modules	2ZV89AV	Win 10 Pro 64
Workstation CTO Modules	2ZV89AV#ABA	Win 10 Pro 64
Workstation CTO Modules	2ZV90AV	Win 10 Pro 64 WKST Plus
Workstation CTO Modules	2ZV90AV#ABA	Win 10 Pro 64 WKST Plus
Workstation CTO Modules	2ZV97AV	3/3/3 Warranty
Workstation CTO Modules	2ZV97AV#ABA	3/3/3 Warranty
Workstation CTO Modules	2ZW02AV	HP Z2 SFF G4 CKIT
Workstation CTO Modules	2ZW02AV#ABA	HP Z2 SFF G4 CKIT
Workstation CTO Modules	2ZW03AV	USB Premium Keyboard
Workstation CTO Modules	2ZW03AV#ABA	USB Premium Keyboard
Workstation CTO Modules	2ZW04AV	HP KBD MUS WL BusSlim Keyboard
Workstation CTO Modules	2ZW04AV#ABA	HP KBD MUS WL BusSlim Keyboard
Workstation CTO Modules	2ZW05AV	Win 10 Pro 64
Workstation CTO Modules	2ZW05AV#ABA	Win 10 Pro 64
Workstation CTO Modules	2ZW06AV	Win 10 Pro 64 WKST Plus
Workstation CTO Modules	2ZW06AV#ABA	Win 10 Pro 64 WKST Plus
Entry/Value Workstations	3AQ00AV	HP Z2 Mini G4 Ent AMS WKS
Entry/Value Workstations	3AQ01AV	HP Z2 Mini G4 Perf AMS WKS
Entry/Value Workstations	3AQ02AV	HP Z2 Mini G4 Ent WKS
Entry/Value Workstations	3AQ05AV	HP Z2 Mini G4 Perf WKS
Workstation CTO Modules	3AT78AV	192GB (6x32GB) DDR4 2666 ECC REG
Workstation CTO Modules	3AU09AV	HP Linux-ready
Workstation CTO Modules	3AU11AV	HP KBDWL Premium
Workstation CTO Modules	3AU11AV#ABA	HP KBDWL Premium
Workstation CTO Modules	3AU12AV	Win 10 Home 64 Plus
Workstation CTO Modules	3AU12AV#ABA	Win 10 Home 64 Plus
Workstation CTO Modules	3AU23AV	HP Linux-ready
Workstation CTO Modules	3AU24AV	HP KBDWL Premium
Workstation CTO Modules	3AU24AV#ABA	HP KBDWL Premium
Workstation CTO Modules	3AU25AV	Win 10 Home 64 Plus
Workstation CTO Modules	3AU25AV#ABA	Win 10 Home 64 Plus
High-End and workstation mobility	3AX02AV	HP IDS DSC P1000 4GB E-2176M 15 G5 BNBPC
High-End and workstation mobility	3AX03AV	HP IDS DSC P1000 4GB E-2186M 15 G5 BNBPC
High-End and workstation mobility	3AX04AV	HP IDS DSC P1000 4GB i5-8300H 15 G5BNBPC
High-End and workstation mobility	3AX05AV	HP IDS DSC P1000 4GB i5-8400H 15 G5BNBPC
High-End and workstation mobility	3AX06AV	HP IDS DSC P1000 4GB i7-8750H 15 G5BNBPC
High-End and workstation mobility	3AX07AV	HP IDS DSC P1000 4GB i7-8850H 15G5BNBPC
High-End and workstation mobility	3AX08AV	HP IDS DSC P2000 4GB E-2176M 15 G5 BNBPC
High-End and workstation mobility	3AX09AV	HP IDS DSC P2000 4GB E-2186M 15 G5 BNBPC
High-End and workstation mobility	3AX10AV	HP IDS DSC P2000 4GB i5-8300H 15 G5BNBPC

Workstation CADD Catalog Category	Part Number/SKU	Description
High-End and workstation mobility	3AX11AV	HP IDS DSC P2000 4GB i5-8400H 15 G5BNBPC
High-End and workstation mobility	3AX12AV	HP IDS DSC P2000 4GB i7-8750H 15G5BNBPC
High-End and workstation mobility	3AX13AV	HP IDS DSC P2000 4GB i7-8850H 15G5BNBPC
High-End and workstation mobility	3AX14AV	HP IDS DSC WX 4150 4GB i7-8750H15G5BNBPC
High-End and workstation mobility	3AX15AV	HP IDS DSC WX 4150 4GB i7-8850H15G5BNBPC
Workstation CTO Modules	3AX60AV	135 Watt EPS3-pin
Workstation CTO Modules	3AX61AV	200 Watt EPS3-pin Slim
Workstation CTO Modules	3AX62AV	230 Watt EPS
Workstation CTO Modules	3AX63AV	Z2 Mini G4 Stand
Workstation CTO Modules	3AX64AV	Intel Core i3- 8100 4C
Workstation CTO Modules	3AX65AV	Intel Core i5- 8500 6C
Workstation CTO Modules	3AX66AV	Intel Core i7- 8700 6C 65W
Workstation CTO Modules	3AX67AV	Intel Xeon E-2126G 6C
Workstation CTO Modules	3AX68AV	Intel Xeon E-2136 6C 80W
Workstation CTO Modules	3AX70AV	NVIDIA Qdr P1000 4GB Graphics
Workstation CTO Modules	3AX71AV	NVIDIA Qdr P600 4GB Graphics
Workstation CTO Modules	3AX72AV	1TB 7200 9.5mm SATA 2.5
Workstation CTO Modules	3AX74AV	500GB 7200 SATA 2.5
Workstation CTO Modules	3AX75AV	HP DisplayPort to DVI-D Adapter
Workstation CTO Modules	3AX76AV	MUS WD USB OPT
Workstation CTO Modules	3AX77AV	HP TPM Disabled
Workstation CTO Modules	3AX78AV	HP Z2 Mini Serial Port Adapter
Workstation CTO Modules	3AX79AV	CECP Enabled Configuration Label
Workstation CTO Modules	3AX80AV	China Reg CCC Compl Mark Label
Workstation CTO Modules	3AX81AV	ENERGY STAR Certified Label
Workstation CTO Modules	3AX82AV	FDA Class 1 Medical Device Label
Workstation CTO Modules	3AX85AV	HP Linux-ready
Workstation CTO Modules	3AX86AV	No Included Keyboard
Workstation CTO Modules	3AX87AV	No Included Mouse
Workstation CTO Modules	3AX88AV	Multi-Unit (Mini) Bulk Packaging
Workstation CTO Modules	3AX89AV	Single Unit (Mini) Packaging
Workstation CTO Modules	3AX90AV	MUS WL Prm
Workstation CTO Modules	3AX91AV	No Microsoft Office SW
Workstation CTO Modules	3AX93AV	Operating System Load to SATA
Workstation CTO Modules	3AX94AV	16GB (1x16GB) DDR4 2666 SODIMM ECC
Workstation CTO Modules	3AX95AV	16GB (1x16GB) DDR4 2666 SODIMM NECC
Workstation CTO Modules	3AX96AV	16GB (2x8GB) DDR4 2666 SODIMM ECC
Workstation CTO Modules	3AX97AV	16GB (2x8GB) DDR4 2666 SODIMM NECC
Workstation CTO Modules	3AX98AV	32GB (2x16GB) DDR4 2666 SODIMM ECC
Workstation CTO Modules	3AX99AV	32GB (2x16GB) DDR4 2666 SODIMM NECC
Workstation CTO Modules	3AY00AV	4GB (1x4GB) DDR4 2666 SODIMM NECC
Workstation CTO Modules	3AY01AV	8GB (1x8GB) DDR4 2666 SODIMM ECC
Workstation CTO Modules	3AY02AV	8GB (1x8GB) DDR4 2666 SODIMM NECC
Workstation CTO Modules	3AY03AV	8GB (2x4GB) DDR4 2666 SODIMM NECC
Workstation CTO Modules	3AY04AV	Red Hat Enterprise Linux (RHEL)
Workstation CTO Modules	3AY06AV	256GB 2.5in SSD
Workstation CTO Modules	3AY07AV	Intel 16GB 2280 Optane Memory
Workstation CTO Modules	3AY10AV	Z Turbo Drive 1TB 2280 TLC SSD
Workstation CTO Modules	3AY13AV	Z Turbo Drive 256GB 2280 TLC SSD
Workstation CTO Modules	3AY16AV	Z Turbo Drive 512GB 2280 TLC SSD
Workstation CTO Modules	3AY17AV	HP ZCentral Remote Boost 2020 SW for Z
Workstation CTO Modules	3AY18AV	HP USB Hardened Optical Wired Mouse
Workstation CTO Modules	3AY19AV	MUS WD USB Prm
Workstation CTO Modules	3AY29AV	3/3/3 Mini Warranty
Workstation CTO Modules	3AY29AV#ABA	3/3/3 Mini Warranty
Workstation CTO Modules	3AY34AV	HP KBD MUS WL BusSlim Keyboard
Workstation CTO Modules	3AY34AV#ABA	HP KBD MUS WL BusSlim Keyboard
Workstation CTO Modules	3AY35AV	HP KBDWL Premium
Workstation CTO Modules	3AY35AV#ABA	HP KBDWL Premium
Workstation CTO Modules	3AY37AV	HP KBDWD USB Premium
Workstation CTO Modules	3AY37AV#ABA	HP KBDWD USB Premium
Workstation CTO Modules	3AY51AV	HP Z2 Mini G4 Entry CKIT



Workstation CADD Catalog Category	Part Number/SKU	Description
Workstation CTO Modules	3AY51AV#ABA	HP Z2 Mini G4 Entry CKIT
Workstation CTO Modules	3AY52AV	HP Z2 Mini G4 Perf CKIT
Workstation CTO Modules	3AY52AV#ABA	HP Z2 Mini G4 Perf CKIT
Workstation CTO Modules	3AY60AV	Win 10 Home 64 Plus
Workstation CTO Modules	3AY60AV#ABA	Win 10 Home 64 Plus
Workstation CTO Modules	3AY61AV	Win 10 Pro 64
Workstation CTO Modules	3AY61AV#ABA	Win 10 Pro 64
Workstation CTO Modules	3AY62AV	Win 10 Pro 64 WKST Plus
Workstation CTO Modules	3AY62AV#ABA	Win 10 Pro 64 WKST Plus
Options & Accessories (Workstations)	3DB06AA	HP Z 3D Camera
Options & Accessories (Workstations)	3DH90AA	HP 6TB Enterprise SATA 7200 HDD
Options & Accessories (Workstations)	3DY47AA	HP Z4 G4 Dust Filter
High-End and workstation mobility	3E778AV	HP IDS UMA R3 PRO 4450U 855 G7 BNBPC
High-End and workstation mobility	3E779AV	HP IDS UMA R5 PRO 4650U 855 G7 BNBPC
High-End and workstation mobility	3E780AV	HP IDS UMA R7 PRO 4750U 855 G7 BNBPC
Workstation CTO Modules	3EH61AV	HP KBDWD USB BusSlim SCard CCID
Workstation CTO Modules	3EH61AV#ABA	HP KBDWD USB BusSlim SCard CCID
Workstation CTO Modules	3EL50AV	Dual 6-plus-2pin Graphics Power Cable
Workstation CTO Modules	3EL52AV	128GB (8x16GB) DDR4 2666 NECC
Workstation CTO Modules	3EL53AV	16GB (1x16GB) DDR4 2666 UDIMM NECC
Workstation CTO Modules	3EL54AV	16GB (2x8GB) DDR4 2666 NECC
Workstation CTO Modules	3EL55AV	32GB (2x16GB) DDR4 2666 NECC
Workstation CTO Modules	3EL56AV	32GB (4x8GB) DDR4 2666 NECC
Workstation CTO Modules	3EL57AV	64GB (4x16GB) DDR4 2666 NECC
Workstation CTO Modules	3EL58AV	64GB (8x8GB) DDR4 2666 NECC
Workstation CTO Modules	3EL59AV	8GB (1x8GB) DDR4 2666 UDIMM NECC
Workstation CTO Modules	3EL60AV	Z4 G4 90 1000W Chassis
Mid-Range Workstations	3EL61AV	Z4 G4 90 1000W Chassis for Core-X
Workstation CTO Modules	3EN29AV	HP Z4 HiPwr CPU Cooling Solution
Workstation CTO Modules	3FE30AV	6TB 7200 SATA Enterprise 3.5in
Workstation CTO Modules	3FE31AV	6TB 7200 SATA Enterprise 3.5in 2nd
Workstation CTO Modules	3FE32AV	6TB 7200 SATA Enterprise 3.5 3rd
Workstation CTO Modules	3FE33AV	6TB 7200 SATA Enterprise 3.5 4th
Workstation CTO Modules	3FE34AV	HP Z4 G4 Dust Filter and Bezel
Workstation CTO Modules	3FE54AV	6TB 7200 SATA Enterprise 3.5in
Workstation CTO Modules	3FE55AV	6TB 7200 SATA Enterprise 3.5in 2nd
Workstation CTO Modules	3FE56AV	6TB 7200 SATA Enterprise 3.5 3rd
Workstation CTO Modules	3FE57AV	6TB 7200 SATA Enterprise 3.5 4th
Workstation CTO Modules	3FE61AV	6TB 7200 SATA Enterprise 3.5in
Workstation CTO Modules	3FE62AV	6TB 7200 SATA Enterprise 3.5in 2nd
Workstation CTO Modules	3FE63AV	6TB 7200 SATA Enterprise 3.5 3rd
Workstation CTO Modules	3FE64AV	6TB 7200 SATA Enterprise 3.5 4th
Workstation CTO Modules	3FE65AV	6TB 7200 SATA Enterprise 3.5 5th
Options & Accessories (Workstations)	3FJ80AA	Intel VROC NVMe SSD Standard Ctlr Module
Options & Accessories (Workstations)	3FJ81AA	Intel VROC NVMe SSD Premium Ctlr Module
Workstation CTO Modules	3FJ96AV	Win 10 Pro 64 WKST
Workstation CTO Modules	3FJ96AV#ABA	Win 10 Pro 64 WKST
Workstation CTO Modules	3FJ99AV	Win 10 Pro 64 WKST
Workstation CTO Modules	3FJ99AV#ABA	Win 10 Pro 64 WKST
Workstation CTO Modules	3FK24AV	Win 10 Pro 64 WKST
Workstation CTO Modules	3FK24AV#ABA	Win 10 Pro 64 WKST
Workstation CTO Modules	3GC67AV	Aquantia NBASE-T 5GbE PCIe NIC
Workstation CTO Modules	3GC68AV	Int UHD 630 Core Graphics
Workstation CTO Modules	3GC69AV	Int UHD P630 Xeon Graphics
Workstation CTO Modules	3GC70AV	Hood sensor optional kit
Workstation CTO Modules	3GC71AV	HP HDMI Port
Workstation CTO Modules	3GC72AV	HP Internal Serial Port/ PS/2 Ports
Workstation CTO Modules	3GC73AV	HP LAN Port Flex IO
Workstation CTO Modules	3GC75AV	HP PCIe x1 Parallel Port Card
Workstation CTO Modules	3GC76AV	HP USB-C 3.1 Port Flex IO
Workstation CTO Modules	3GC77AV	HP VGA Port
Workstation CTO Modules	3GC79AV	HP Z2 Front USB-C 3.1 Port

Workstation CADD Catalog Category	Part Number/SKU	Description
Workstation CTO Modules	3GC80AV	Intel Ethernet I350-T2 2Port 1GB
Workstation CTO Modules	3GC90AV	Aquantia NBASE-T 5GbE PCIe NIC
Workstation CTO Modules	3GC91AV	Int UHD 630 Core Graphics
Workstation CTO Modules	3GC92AV	Int UHD P630 Graphics
Workstation CTO Modules	3GC94AV	HP DisplayPort Port
Workstation CTO Modules	3GC95AV	HP HDMI Port
Workstation CTO Modules	3GC96AV	HP Internal Serial Port/ PS/2 Ports
Workstation CTO Modules	3GC97AV	HP LAN Port Flex IO
Workstation CTO Modules	3GD00AV	HP USB-C 3.1 Port Flex IO
Workstation CTO Modules	3GD01AV	HP VGA Port
Workstation CTO Modules	3GD03AV	HP Z2 Front USB-C 3.1 Port
Workstation CTO Modules	3GD04AV	Intel Ethernet I350-T2 2Port 1GB
Workstation CTO Modules	3GD06AV	Intel9560ac2x2MU-MIMOnon-vPro160MHz+BT5W
Options & Accessories (Workstations)	3GE82AA	128GB DDR4-2666 (1x128GB) ECC LR RAM
Options & Accessories (Workstations)	3GG94AA	Z6G4 Xeon 4110 2.1 2400 8C CPU2
Options & Accessories (Workstations)	3GG95AA	Z6G4 Xeon 6138 2.0 2666 20C CPU2
Options & Accessories (Workstations)	3GG96AA	Z8G4 Xeon 4110 2.1 2400 8C CPU2
Monitors	3HX46AA	HP S14 14in Portable Display
Monitors	3HX46AA#AC3	HP S14 14in Portable Display
High-End and workstation mobility	3JL50AV	HP IDS DSC i5-8300H 15v G5 BNBPC
High-End and workstation mobility	3JL51AV	HP IDS DSC i5-8400H 15v G5 BNBPC
High-End and workstation mobility	3JL52AV	HP IDS DSC i7-8750H 15v G5 BNBPC
High-End and workstation mobility	3JL53AV	HP IDS DSC i7-8850H 15v G5 BNBPC
High-End and workstation mobility	3JL54AV	HP IDS UMA i5-8300H 15v G5 BNBPC
High-End and workstation mobility	3JL55AV	HP IDS UMA i5-8400H 15v G5 BNBPC
Workstation CTO Modules	3JN23AV	Int UHD P630 Xeon Graphics
Workstation CTO Modules	3JN24AV	Int UHD 630 Core Graphics
Workstation CTO Modules	3JN25AV	HP DisplayPort Port
Workstation CTO Modules	3JN26AV	HP HDMI Port
Workstation CTO Modules	3JN27AV	HP LAN Port Flex IO
Workstation CTO Modules	3JN28AV	HP USB-C 3.1 Port Flex IO
Workstation CTO Modules	3JN29AV	HP VGA Port
Workstation CTO Modules	3JN31AV	HP Thunderbolt3 FlexPort Z2Mini
Workstation CTO Modules	3JN32AV	Intel9560ac2x2MU-MIMOnon-vPro160MHz+BT5W
Workstation CTO Modules	3JN90AV	Convert to TPM 2.0 FIPS 140-2
Workstation CTO Modules	3JN91AV	Permanently Disable Audio
Workstation CTO Modules	3JP05AV	HP Z4 G4 1000W CKIT
Workstation CTO Modules	3JP05AV#ABA	HP Z4 G4 1000W CKIT
Workstation CTO Modules	3JP08AV	Convert to TPM 2.0 FIPS 140-2
Workstation CTO Modules	3JP09AV	Permanently Disable Audio
High-End and workstation mobility	3JZ52AW	HP EB850G5 i5-8350U 15 8GB/256 PC Intel i5-8350U, 15.6 FHD AG LED UWVA, UMA, 8GB DDR4, 256GB SSD, AC+BT, 3C Batt, FPR, W10 Pro64, 3yr Wrty+
High-End and workstation mobility	3JZ52AW#ABA	HP EB850G5 i5-8350U 15 8GB/256 PC Intel i5-8350U, 15.6 FHD AG LED UWVA, UMA, 8GB DDR4, 256GB SSD, AC+BT, 3C Batt, FPR, W10 Pro64, 3yr Wrty+
High-End and workstation mobility	3JZ54AW	HP EB850G5 i7-8650U 15 16GB/512 PC Intel i7-8650U, 15.6 FHD AG LED UWVA, UMA, 16GB DDR4, 512GB SSD, AC+BT, 3C Batt, FPR, W10 Pro64, 3yr Wrty+
High-End and workstation mobility	3JZ54AW#ABA	HP EB850G5 i7-8650U 15 16GB/512 PC Intel i7-8650U, 15.6 FHD AG LED UWVA, UMA, 16GB DDR4, 512GB SSD, AC+BT, 3C Batt, FPR, W10 Pro64, 3yr Wrty+
Options & Accessories (Workstations)	3KP39AA	HP Z Turbo Drive 2TB TLC Z4/6 SSD Kit
Options & Accessories (Workstations)	3KP40AA	HP Z Turbo Drive 2TB TLC Z8 G4 SSD Kit
Options & Accessories (Workstations)	3KP41AA	HP Z Turbo Drive 2TB TLC Z8G4 SSDModule
Options & Accessories (Workstations)	3KP42AA	HP ZTurbo Quad Pro 2x2TB TLC PCIe SSD
Options & Accessories (Workstations)	3KP43AA	HP ZTurbo Drv Quad Pro 2TB TLC SSD
Options & Accessories (Workstations)	3KP44AA	HP Z Turbo Drive 2TB TLC Z2 G4 Mini SSD
Options & Accessories (Workstations)	3KP45AA	HP Z Turbo Drive 2TB TLC Z2 G4 SSD Kit
Workstation CTO Modules	3MD32AV	NVIDIA Qdr P620 2GB 4mDP Graphics
Workstation CTO Modules	3MD33AV	Nvd Qdr P620 2GB 2nd Graphics
Workstation CTO Modules	3MD36AV	NVIDIA Qdr P620 2GB 4mDP Graphics
Workstation CTO Modules	3MD37AV	Nvd Qdr P620 2GB 2nd Graphics
Workstation CTO Modules	3MD40AV	NVIDIA Qdr P620 2GB 4mDP Graphics
Workstation CTO Modules	3MD42AV	Intel Xeon E-2104G 4C
Workstation CTO Modules	3MD43AV	Intel Xeon E-2124G 4C 71W
Workstation CTO Modules	3MD44AV	Intel Xeon E-2144G 4C
Workstation CTO Modules	3MD45AV	Intel Xeon E-2174G 4C
Workstation CTO Modules	3MD47AV	Intel Xeon E-2104G 4C
Workstation CTO Modules	3MD48AV	Intel Xeon E-2124G 4C 71W

Workstation CADD Catalog Category	Part Number/SKU	Description
Workstation CTO Modules	3MD49AV	Intel Xeon E-2144G 4C
Workstation CTO Modules	3MD50AV	Intel Xeon E-2174G 4C
Workstation CTO Modules	3MD52AV	NVIDIA Qdr P620 2GB 4mDP Graphics
Workstation CTO Modules	3MD53AV	6TB 7200 SATA Enterprise 3.5in
Workstation CTO Modules	3MD54AV	6TB 7200 SATA Enterprise 3.5in 2nd
Workstation CTO Modules	3MD56AV	Intel Xeon E-2104G 4C
Workstation CTO Modules	3MD57AV	Intel Xeon E-2124G 4C 71W
Workstation CTO Modules	3MD58AV	Intel Xeon E-2144G 4C
Workstation CTO Modules	3MD59AV	Intel Xeon E-2174G 4C
Workstation CTO Modules	3MD60AV	NVIDIA Qdr P620 2GB 4mDP Graphics
Workstation CTO Modules	3MD61AV	6TB 7200 SATA Enterprise 3.5in
Options & Accessories (Workstations)	3ME25AA	NVIDIA Quadro P620 2GB Kit w/2 Adapters
Options & Accessories (Workstations)	3ME26AA	NVIDIA Quadro GV100 32GB Graphics
Monitors	3ML60AA	HP N223 Monitor
Monitors	3ML60AA#ABA	HP N223 Monitor
Options & Accessories (Workstations)	3NZ66AA	HP NVIDIA GV100 NVLINK Bridge Kit (Pair)
Options & Accessories (Workstations)	3PL81AA	8GB DDR4-2666 (1x8GB) nECC RAM
Options & Accessories (Workstations)	3PL82AA	16GB DDR4-2666 (1x16GB) nECC RAM
Workstation CTO Modules	3PL97AV	Operating System Load to M.2
Workstation CTO Modules	3PL99AV	Operating System Load to M.2
Workstation CTO Modules	3PM01AV	Operating System Load to M.2
High-End and workstation mobility	3PQ64AV	HP IDS DSC E-2176M 15v G5 BNBPC
Options & Accessories (Workstations)	3RW66AA	HP Z2 Mini Vertical Stand
Options & Accessories (Workstations)	3RW67AA	HP Mini Chassis ePSU rack mount brackets
Options & Accessories (Workstations)	3RW68AA	HP Z2 Mini ePSU Sleeve
Workstation CTO Modules	3TN80AV	Windows 7 Ready Bootmode BIOS
Workstation CTO Modules	3TN81AV	Windows 7 Ready Bootmode BIOS
Workstation CTO Modules	3TN82AV	Windows 7 Ready Bootmode BIOS
Options & Accessories (Workstations)	3TQ23AA	HP Z2 SFF G4 Dust Filter
Options & Accessories (Workstations)	3TQ24AA	HP Z2 Tower G4 Dust Filter
Options & Accessories (Workstations)	3TQ25AA	HP Thunderbolt 3 Flex Port Z2 Mini
Options & Accessories (Workstations)	3TQ26AA	HP Z2 G4 LAN Flex Port Z2
Options & Accessories (Workstations)	3TQ27AA	HP Serial Port Adapter Z2 Mini
Options & Accessories (Workstations)	3TQ28AA	NVIDIA Quadro P600 MXM Kit
Options & Accessories (Workstations)	3TQ30AA	NVIDIA Quadro P1000 MXM Kit
Options & Accessories (Workstations)	3TQ31AA	4GB DDR4-2666 (1x4GB) nECC RAM
Options & Accessories (Workstations)	3TQ34AA	4GB DDR4-2666 (1x4GB) nECC SODIMM RAM
Options & Accessories (Workstations)	3TQ35AA	8GB DDR4-2666 (1x8GB) nECC SODIMM RAM
Options & Accessories (Workstations)	3TQ36AA	16GB DDR4-2666 (1x16GB) nECC SODIMM RAM
Options & Accessories (Workstations)	3TQ37AA	8GB DDR4-2666 (1x8GB) ECC SODIMM RAM
Options & Accessories (Workstations)	3TQ38AA	16GB DDR4-2666 (1x16GB) ECC SODIMM RAM
Options & Accessories (Workstations)	3TQ39AA	8GB DDR4-2666 (1x8GB) ECC Unbuff RAM
Options & Accessories (Workstations)	3TQ40AA	16GB DDR4-2666 (1x16GB) ECC Unbuff RAM
Options & Accessories (Workstations)	3UU05AA	HP Dual Port Thunderbolt 3 PCIe AiC
Workstation CTO Modules	3UW04AV	HP Thunderbolt 3 PCIe x4 Card
Workstation CTO Modules	3UW05AV	HP Thunderbolt 3 PCIe x4 Card
Workstation CTO Modules	3VP83AV	HP VR Ready Configuration
Workstation CTO Modules	3VP84AV	HP VR Ready Configuration
Workstation CTO Modules	3VP85AV	HP VR Ready Configuration
Entry/Value Workstations	3WL78AV	HP RCTO EliteDesk 800 G4 WKS TWR PC
Workstation CTO Modules	3WL80AV	EliteDesk 800GOL WKS TWR G4 500W Chassis
Workstation CTO Modules	3WL81AV	EliteDesk 800PLA WKS TWR G4 250W Chassis
Workstation CTO Modules	3WL83AV	AMD Radeon R7 430 2GB 2DP Graphics
Workstation CTO Modules	3WL84AV	AMD Radeon R7 430 2GB 2DP 2nd Graphics
Workstation CTO Modules	3WL86AV	AMD Rdn RX550 4GB 2DP 1HDMI Graphics
Workstation CTO Modules	3WL88AV	NVIDIA GeForce GTX1060 3GB GFX
Workstation CTO Modules	3WL90AV	NVIDIA Qdro P400 2GB w/2 mdp to DVI GFX
Workstation CTO Modules	3WL91AV	NVIDIA Quadro P400 2GB w/2 mdp to DP GFX
Workstation CTO Modules	3WL92AV	Hard Disk Partitioning 20-50-30percent C
Workstation CTO Modules	3WL93AV	Hard Disk Partitioning 50-50percent Cust
Workstation CTO Modules	3WL94AV	HP 3.5 Removable SATA HDD Frame/Carrier
Workstation CTO Modules	3WL95AV	HP 800 G4/G5 TWR Dust Filter

Workstation CADD Catalog Category	Part Number/SKU	Description
Workstation CTO Modules	3WL96AV	HP DisplayPort Cable
Workstation CTO Modules	3WL97AV	HP DisplayPort Cable 2nd
Workstation CTO Modules	3WL98AV	HP DisplayPort Port
Workstation CTO Modules	3WL99AV	HP DisplayPort to DVI-D Adapter
Workstation CTO Modules	3WM00AV	HP DisplayPort to DVI-D Adapter 2nd
Workstation CTO Modules	3WM03AV	HP DisplayPort to HDMI True 4K Adapter
Workstation CTO Modules	3WM04AV	HP DisplayPort to VGA Adapter
Workstation CTO Modules	3WM05AV	HP DisplayPort to VGA Adapter 2nd
Workstation CTO Modules	3WM06AV	HP DVI Cable
Workstation CTO Modules	3WM07AV	HP HDMI Port
Workstation CTO Modules	3WM10AV	HP Serial / PS/2 Module
Workstation CTO Modules	3WM11AV	HP Serial Port Rear Wall (600/705/800)
Workstation CTO Modules	3WM12AV	HP Thunderbolt 3 PCIe x4 Card
Workstation CTO Modules	3WM14AV	HP Type-C to DisplayPort Adapter
Workstation CTO Modules	3WM15AV	HP Type-C to Type-A Hub
Workstation CTO Modules	3WM16AV	HP Type-C USB 3.1 Gen2 Port
Workstation CTO Modules	3WM17AV	HP USB to Serial Port Adapter
Workstation CTO Modules	3WM18AV	HP USB-C to USB 3.0 Adapter
Workstation CTO Modules	3WM19AV	HP VGA Port
Workstation CTO Modules	3WM20AV	ENERGY STAR Certified Label
Workstation CTO Modules	3WM23AV	No need for optional ports
Workstation CTO Modules	3WM40AV	1TB M.2 2280 PCIe NVMe TLC SSD
Workstation CTO Modules	3WM41AV	1TB PCIe-3x4 NVMe TLC 2nd SSD
Workstation CTO Modules	3WM42AV	256GB M.2 2280 OPAL2 TLC 2nd SSD
Workstation CTO Modules	3WM43AV	256GB 2280 PCIe NVMe OPAL2 TLC SSD
Workstation CTO Modules	3WM44AV	256GB M.2 2280 PCIe NVMe SSD
Workstation CTO Modules	3WM45AV	256GB M.2 2280 PCIe NVMe 2nd SSD
Workstation CTO Modules	3WM46AV	256GB M.2 2280 PCIe NVMe TLC SSD
Workstation CTO Modules	3WM47AV	256GB M.2 2280 PCIe NVMe TLC 2nd SSD
Workstation CTO Modules	3WM48AV	512GB M.2 2280 OPAL2 TLC 2nd SSD
Workstation CTO Modules	3WM49AV	512GB M.2 2280 PCIe NVMe OPAL2 TLC SSD
Workstation CTO Modules	3WM50AV	512GB M.2 2280 PCIe NVMe SSD
Workstation CTO Modules	3WM51AV	512GB M.2 2280 PCIe NVMe 2nd SSD
Workstation CTO Modules	3WM52AV	512GB M.2 2280 PCIe NVMe TLC SSD
Workstation CTO Modules	3WM53AV	512GB M.2 2280 PCIe NVMe TLC 2nd SSD
Workstation CTO Modules	3WM54AV	Intel 16GB 2280 Optane Memory
Workstation CTO Modules	3WM55AV	INT Opt 118GB 2280 PCIe NVMe SSD
Workstation CTO Modules	3WM56AV	HP 800 G4 TWR CKIT
Workstation CTO Modules	3WM56AV#ABA	HP 800 G4 TWR CKIT
Workstation CTO Modules	3WM57AV	HP 800 G4 TWR Bpk CKIT
Workstation CTO Modules	3WM57AV#ABA	HP 800 G4 TWR Bpk CKIT
Workstation CTO Modules	3WM64AV	1TB 7200 2.5
Workstation CTO Modules	3WM65AV	1TB 7200 2.5 2nd
Workstation CTO Modules	3WM66AV	1TB 7200 2.5 w/ca 2nd
Workstation CTO Modules	3WM67AV	HDD 1TB 7200RPM SATA 2.5 3rd
Workstation CTO Modules	3WM68AV	HDD 1TB 7200RPM SATA-6G 2nd
Workstation CTO Modules	3WM69AV	1TB 7200 SATA-6G 3.5
Workstation CTO Modules	3WM70AV	HDD 1TB 7200RPM SATA-6G 3rd
Workstation CTO Modules	3WM71AV	2TB 5400 2.5in
Workstation CTO Modules	3WM72AV	HDD 2TB 5400RPM SATA 2.5 2nd
Workstation CTO Modules	3WM75AV	2TB 7200 SATA 3.5in 3rd
Workstation CTO Modules	3WM76AV	2TB 7200 SATA 3.5in
Workstation CTO Modules	3WM77AV	2TB 7200RPM SATA-6G 2nd
Workstation CTO Modules	3WM78AV	2TB 7200 SATA-6G 3.5 3rd
Workstation CTO Modules	3WM82AV	500GB 7200 2.5
Workstation CTO Modules	3WM83AV	500GB 7200 2.5 2nd
Workstation CTO Modules	3WM84AV	500GB 7200 2.5 w/ca 2nd
Workstation CTO Modules	3WM85AV	500GB 7200 3.5
Workstation CTO Modules	3WM86AV	500GB 7200 3.5 2nd
Workstation CTO Modules	3WM87AV	500GB 7200 3.5 3rd
Workstation CTO Modules	3WM88AV	500GB 7200 FIPS 2.5
Workstation CTO Modules	3WM89AV	500GB 7200 FIPS 2.5 3rd

Workstation CADD Catalog Category	Part Number/SKU	Description
Workstation CTO Modules	3WM90AV	500GB 7200 FIPS 2.5 w/ca 2nd
Workstation CTO Modules	3WM91AV	500GB 7200 FIPS 2.5 w/ca 3rd
Workstation CTO Modules	3WM92AV	500GB 7200 OPAL2 2.5
Workstation CTO Modules	3WM93AV	500GB 7200RPM SATA SED-OPAL2 2.5 w/ca2nd
Workstation CTO Modules	3WM94AV	MUS WD USB OPT
Workstation CTO Modules	3WM95AV	HP PS/2 Mouse
Workstation CTO Modules	3WM97AV	Intel Ethernet I210-T1 PCIe x1 Gb NIC
Workstation CTO Modules	3WM98AV	No Included Mouse
Workstation CTO Modules	3WN00AV	NVMe RAID 1
Workstation CTO Modules	3WN01AV	16GB (1x16GB) DDR4 2666
Workstation CTO Modules	3WN02AV	16GB (2x8GB) DDR4 2666 DIMM
Workstation CTO Modules	3WN03AV	32GB (2x16GB) DDR4 2666
Workstation CTO Modules	3WN04AV	32GB (4x8GB) DDR4 2666 DIMM
Workstation CTO Modules	3WN05AV	4GB (1x4GB) DDR4 2666
Workstation CTO Modules	3WN06AV	64GB (4x16GB) DDR4 2666
Workstation CTO Modules	3WN07AV	8GB (1x8GB) DDR4 2666 DIMM
Workstation CTO Modules	3WN08AV	8GB (2x4GB) DDR4 2666
Workstation CTO Modules	3WN09AV	SD 4 Card Reader
Workstation CTO Modules	3WN10AV	256GB 2.5in SATA TLC 3rd SSD
Workstation CTO Modules	3WN11AV	256GB FIPS SSD
Workstation CTO Modules	3WN12AV	256GB FIPS 2nd SSD
Workstation CTO Modules	3WN13AV	256GB FIPS 3rd SSD
Workstation CTO Modules	3WN14AV	256GB FIPS w/ca 2nd SSD
Workstation CTO Modules	3WN15AV	256GB FIPS w/ca 3rd SSD
Workstation CTO Modules	3WN16AV	256GB SATA SED OPAL2 TLC SSD
Workstation CTO Modules	3WN17AV	256GB SATA SED OPAL2 TLC 2nd SSD
Workstation CTO Modules	3WN18AV	256GB SATA SED OPAL2 TLC 3rd SSD
Workstation CTO Modules	3WN19AV	256GB SATA SED OPAL2 TLC w/ca 2nd SSD
Workstation CTO Modules	3WN20AV	256GB SATA SED OPAL2 TLC w/ca 3rd SSD
Workstation CTO Modules	3WN22AV	256GB SATA TLC 2nd SSD
Workstation CTO Modules	3WN23AV	256GB SATA TLC w/ca 2nd SSD
Workstation CTO Modules	3WN24AV	256GB SATA TLC w/ca 3rd SSD
Workstation CTO Modules	3WN25AV	512GB FIPS SSD
Workstation CTO Modules	3WN26AV	512GB FIPS 2nd SSD
Workstation CTO Modules	3WN27AV	512GB FIPS 3rd SSD
Workstation CTO Modules	3WN28AV	512GB FIPS w/ca 2nd SSD
Workstation CTO Modules	3WN29AV	512GB FIPS w/ca 3rd SSD
Workstation CTO Modules	3WN30AV	512GB SATA SED OPAL2 TLC SSD
Workstation CTO Modules	3WN31AV	512GB SATA SED OPAL2 TLC 2nd SSD
Workstation CTO Modules	3WN32AV	512GB SATA SED OPAL2 TLC 3rd SSD
Workstation CTO Modules	3WN33AV	512GB SATA SED OPAL2 TLC w/ca 2nd SSD
Workstation CTO Modules	3WN34AV	512GB SATA SED OPAL2 TLC w/ca 3rd SSD
Workstation CTO Modules	3WN35AV	SSD 512GB SATA TLC
Workstation CTO Modules	3WN36AV	512GB 2.5in SATA TLC 2nd SSD
Workstation CTO Modules	3WN37AV	512GB 2.5in SATA TLC 3rd SSD
Workstation CTO Modules	3WN38AV	512GB SATA TLC w/ca 2nd SSD
Workstation CTO Modules	3WN39AV	512GB SATA TLC w/ca 3rd SSD
Workstation CTO Modules	3WN40AV	USB 1000dpi Laser WRD
Workstation CTO Modules	3WN41AV	USB GRY V2 WRD
Workstation CTO Modules	3WN44AV	MUS WD USB Prm
Workstation CTO Modules	3WN45AV	Intel 9560 ac 2x2 +BT 5 WW
Workstation CTO Modules	3WN46AV	Intel 9560 ac 2x2 nvP +BT 5 WW
Workstation CTO Modules	3WN47AV	Realtek ac1x1 +BT4.2 WW
Workstation CTO Modules	3WN48AV	Realtek ac2x2 +BT4.2 WW
Workstation CTO Modules	3WN51AV	No Included Keyboard
Workstation CTO Modules	3WN52AV	Business Slim PS/2 Wired Keyboard
Workstation CTO Modules	3WN52AV#ABA	Business Slim PS/2 Wired Keyboard
Workstation CTO Modules	3WN54AV	HP KBDWD USB BusSlim SCard CCID
Workstation CTO Modules	3WN54AV#ABA	HP KBDWD USB BusSlim SCard CCID
Workstation CTO Modules	3WN55AV	USB BusSlim Keyboard
Workstation CTO Modules	3WN55AV#ABA	USB BusSlim Keyboard
Workstation CTO Modules	3WN58AV	HP KBD MUS WL BusSlim Keyboard

Workstation CADD Catalog Category	Part Number/SKU	Description
Workstation CTO Modules	3WN58AV#ABA	HP KBD MUS WL BusSlim Keyboard
Workstation CTO Modules	3WN59AV	HP KBDWL CIlb
Workstation CTO Modules	3WN59AV#ABA	HP KBDWL CIlb
Workstation CTO Modules	3WN61AV	HP USB KBD MUS WD Premium Keyboard
Workstation CTO Modules	3WN61AV#ABA	HP USB KBD MUS WD Premium Keyboard
Workstation CTO Modules	3WN62AV	HP KBD MUS WL Premium Keyboard
Workstation CTO Modules	3WN62AV#ABA	HP KBD MUS WL Premium Keyboard
Workstation CTO Modules	3WN63AV	HP KBDWD USB CIlb
Workstation CTO Modules	3WN63AV#ABA	HP KBDWD USB CIlb
Workstation CTO Modules	3WN64AV	HP KBDWD USB CONF
Workstation CTO Modules	3WN64AV#ABA	HP KBDWD USB CONF
Workstation CTO Modules	3WN65AV	HP USB Keyboard and Mouse HE
Workstation CTO Modules	3WN65AV#ABA	HP USB Keyboard and Mouse HE
Workstation CTO Modules	3WN66AV	HP KBDWD USB PS/2 WB
Workstation CTO Modules	3WN66AV#ABA	HP KBDWD USB PS/2 WB
Workstation CTO Modules	3WN67AV	HP KBDWD USB
Workstation CTO Modules	3WN67AV#ABA	HP KBDWD USB
Workstation CTO Modules	3WS17AV	Intel Core i3-8100 3.6 4C 65W
Workstation CTO Modules	3WS18AV	Intel Core i3-8300 3.7 4C 62W
Workstation CTO Modules	3WS19AV	Intel Core i5-8500 3.0 6C 65W
Workstation CTO Modules	3WS20AV	Intel Core i5-8600 3.1 6C 65W
Workstation CTO Modules	3WS21AV	Intel Core i5-8600K 3.6 6C 95W
Workstation CTO Modules	3WS22AV	Intel Core i7-8700 3.2 6C 65W
Workstation CTO Modules	3WS23AV	Intel Core i7-8700K 3.7 6C 95W
Workstation CTO Modules	3WS24AV	Intel Pentium GoldG5400 2C 58W
Workstation CTO Modules	3WS25AV	Intel Pentium GoldG5500 3.8 2C 54W
Workstation CTO Modules	3WS26AV	Intel Pentium GoldG5600 3.9 2C 54W
Workstation CTO Modules	3WS27AV	1TB 7200 SATA 2.5in 7mmRemovab
Workstation CTO Modules	3WS28AV	500GB 7200 2.5in 2ndRemovable
Workstation CTO Modules	3WS29AV	500GB 7200 SATA 2.5in Removable
Workstation CTO Modules	3WS30AV	HP Business PC Security Lock v2
Workstation CTO Modules	3WS31AV	HP Dual Head Keyed Cable Lock Kit
Workstation CTO Modules	3WS32AV	HP Keyed Cable Lock 10mm Kit
Workstation CTO Modules	3WS34AV	HP TWR Solenoid Lock and Intrusion Sen
Workstation CTO Modules	3WS35AV	Multi-Unit TWR G4/G5 Eco-Packaging
Workstation CTO Modules	3WS36AV	Single Unit TWR G4/G5 Packaging
Workstation CTO Modules	3WS38AV	No Included ODD
Workstation CTO Modules	3WS40AV	9.5 BD Writer G3 800/600 Twr
Workstation CTO Modules	3WS42AV	9.5 DVDROM G3 800/600 Tower
Workstation CTO Modules	3WS44AV	9.5 DVDWR G3 800/600 Tower
Workstation CTO Modules	3WS45AV	Optane Memory Identifier
Workstation CTO Modules	3WS46AV	256GB SATA SED OPAL2 TLC Removable SSD
Workstation CTO Modules	3WS47AV	256GB SATA TLC Removable SSD
Workstation CTO Modules	3WS48AV	512GB SATA SED OPAL2 TLC Removable SSD
Workstation CTO Modules	3WS49AV	512GB SATA TLC Removable SSD
Workstation CTO Modules	3WS51AV	3/3/3 TWR Warranty
Workstation CTO Modules	3WS51AV#ABA	3/3/3 TWR Warranty
Workstation CTO Modules	3WT01AV	Win 10 Home 64
Workstation CTO Modules	3WT01AV#ABA	Win 10 Home 64
Workstation CTO Modules	3WT03AV	Win 10 Home 64 Plus
Workstation CTO Modules	3WT03AV#ABA	Win 10 Home 64 Plus
Workstation CTO Modules	3WT14AV	Win 10 Pro 64
Workstation CTO Modules	3WT14AV#ABA	Win 10 Pro 64
Workstation CTO Modules	3XK94AV	Nvd Qdr GV100 32GB (4)DP Graphics
Workstation CTO Modules	3XK95AV	Nvd Qdr GV100 32GB 2nd Graphics
Workstation CTO Modules	3XK96AV	Nvd Qdr GV100 32GB 3rd Graphics
High-End and workstation mobility	3XP71UA	HP ZBx2G4 i7-8650U 14 32GB/1T PC Intel i7-8650U, 14.0 UHD DRM B-LED UWVA TS, DSC, Webcam, 32GB DDR4, 1.0TB SSD, AC+BT, 4C Batt, W10 Pro64, 1yr Wrty+
High-End and workstation mobility	3XP71UA#ABA	HP ZBx2G4 i7-8650U 14 32GB/1T PC Intel i7-8650U, 14.0 UHD DRM B-LED UWVA TS, DSC, Webcam, 32GB DDR4, 1.0TB SSD, AC+BT, 4C Batt, W10 Pro64, 1yr Wrty+
High-End and workstation mobility	3XP72UA	HP ZBx2G4 i7-8550U 14 8GB/256 PC Intel i7-8550U, 14.0 UHD B-LED UWVA TS, DSC, Webcam, 8GB DDR4, 256GB SSD, AC+BT, 4C Batt, W10 Pro64, 1yr Wrty
High-End and workstation mobility	3XP72UA#ABA	HP ZBx2G4 i7-8550U 14 8GB/256 PC Intel i7-8550U, 14.0 UHD B-LED UWVA TS, DSC, Webcam, 8GB DDR4, 256GB SSD, AC+BT, 4C Batt, W10 Pro64, 1yr Wrty
High-End and workstation mobility	3XP74UA	HP ZBx2G4 i7-8650U 14 16GB/512 PC Intel i7-8650U, 14.0 UHD DRM B-LED UWVA TS, DSC, Webcam, 16GB DDR4, 512GB SSD, AC+BT, 4C Batt, W10 Pro64, 1yr Wrty+
High-End and workstation mobility	3XP74UA#ABA	HP ZBx2G4 i7-8650U 14 16GB/512 PC Intel i7-8650U, 14.0 UHD DRM B-LED UWVA TS, DSC, Webcam, 16GB DDR4, 512GB SSD, AC+BT, 4C Batt, W10 Pro64, 1yr Wrty+

Workstation CADD Catalog Category	Part Number/SKU	Description
High-End and workstation mobility	3XP75UA	HP ZBx2G4 i7-8650U 14 32GB/1T PC Intel i7-8650U, 14.0 UHD DRM B-LED UWVA TS, DSC, Webcam, 32GB DDR4, 1.0TB SSD, AC+BT, 4C Batt, W10 Pro64, 1yr Wrty+
High-End and workstation mobility	3XP75UA#ABA	HP ZBx2G4 i7-8650U 14 32GB/1T PC Intel i7-8650U, 14.0 UHD DRM B-LED UWVA TS, DSC, Webcam, 32GB DDR4, 1.0TB SSD, AC+BT, 4C Batt, W10 Pro64, 1yr Wrty+
High-End and workstation mobility	3XP77UA	HP ZBx2G4 i7-8650U 14 16GB/512 PC Intel i7-8650U, 14.0 UHD DRM B-LED UWVA TS, DSC, Webcam, 16GB DDR4, 512GB SSD, AC+BT, 4C Batt, W10 Pro64, 1yr Wrty+
High-End and workstation mobility	3XP77UA#ABA	HP ZBx2G4 i7-8650U 14 16GB/512 PC Intel i7-8650U, 14.0 UHD DRM B-LED UWVA TS, DSC, Webcam, 16GB DDR4, 512GB SSD, AC+BT, 4C Batt, W10 Pro64, 1yr Wrty+
High-End and workstation mobility	3YF73UA	HP ZBx2G4 i7-8550U 14 8GB/256 PC Intel i7-8550U, 14.0 UHD B-LED UWVA TS, DSC, Webcam, 8GB DDR4, 256GB SSD, AC+BT, 4C Batt, W10 Pro64, 1yr Wrty+
High-End and workstation mobility	3YF73UA#ABA	HP ZBx2G4 i7-8550U 14 8GB/256 PC Intel i7-8550U, 14.0 UHD B-LED UWVA TS, DSC, Webcam, 8GB DDR4, 256GB SSD, AC+BT, 4C Batt, W10 Pro64, 1yr Wrty+
Workstation CTO Modules	3YX73AV	HP China TPM PCID
Workstation CTO Modules	3YY31AV	Intel Pentium Gold 5400 3.7/3.7 2C 54W
Workstation CTO Modules	3YY32AV	2TB 5400 2.5in
Options & Accessories (Workstations)	4AJ77AAE	HP Patient Nexus Up to 100 Beds E-LTU Customer is responsible for creating back-up CD or hardcopy LTU. HP will not provide any physical product with this electronic software.
Options & Accessories (Workstations)	4AJ78AAE	HP Patient Nexus Up to 250 Beds E-LTU Customer is responsible for creating back-up CD or hardcopy LTU. HP will not provide any physical product with this electronic software.
Options & Accessories (Workstations)	4AJ79AAE	HP Patient Nexus Up to 500 Beds E-LTU Customer is responsible for creating back-up CD or hardcopy LTU. HP will not provide any physical product with this electronic software.
Options & Accessories (Workstations)	4AJ80AAE	HP Patient Nexus Up to 1K Beds E-LTU Customer is responsible for creating back-up CD or hardcopy LTU. HP will not provide any physical product with this electronic software.
Options & Accessories (Workstations)	4AJ81AAE	HP Patient Nexus Up to 2K Beds E-LTU Customer is responsible for creating back-up CD or hardcopy LTU. HP will not provide any physical product with this electronic software.
Options & Accessories (Workstations)	4AJ82AAE	HP Patient Nexus Up to 5K Beds E-LTU Customer is responsible for creating back-up CD or hardcopy LTU. HP will not provide any physical product with this electronic software.
Options & Accessories (Workstations)	4AJ83AAE	HP Patient Nexus Up to 15K Beds E-LTU Customer is responsible for creating back-up CD or hardcopy LTU. HP will not provide any physical product with this electronic software.
Options & Accessories (Workstations)	4AJ84AAE	HP Patient Nexus Over 15K Beds E-LTU Customer is responsible for creating back-up CD or hardcopy LTU. HP will not provide any physical product with this electronic software.
Workstation CTO Modules	4AM47AV	Permanent disable Intel Software Guard E
Options & Accessories (Workstations)	4AR67AA	HP HH DVD Writer (16X RW DVD-R)
Workstation CTO Modules	4BB10AV	Permanent Disabling of AMT
Workstation CTO Modules	4BB12AV	Permanent Disabling of AMT
Workstation CTO Modules	4BB16AV	Permanent Disabling of AMT
Workstation CTO Modules	4BM17AV	Intel Pentium Gold 5400 3.7/3.7 2C 54W
High-End and workstation mobility	4BU05AV	HP IDS UMA i3-8130U 830 G5 BNBPC
Workstation CTO Modules	4CE70AV	HP Z Turbo Drv M.2 2TB TLC SSD
Workstation CTO Modules	4CE71AV	HP Z Turbo Drv M.2 2TB TLC SSD 2nd
Workstation CTO Modules	4CE72AV	HP Z Turbo Drv M.2 2TB TLC SSD 3rd
Workstation CTO Modules	4CE73AV	HP Z Turbo Drv M.2 2TB TLC SSD 4th
Workstation CTO Modules	4CE74AV	HP Z Turbo Drv Quad 2TB TLC SSD
Workstation CTO Modules	4CE75AV	HP Z Turbo Drv Quad 2TB TLC SSD 2nd
Workstation CTO Modules	4CE76AV	HP Z Turbo Drv Quad 2TB TLC SSD 3rd
Workstation CTO Modules	4CE77AV	HP Z Turbo Drv Quad 2TB TLC SSD 4th
Workstation CTO Modules	4CE79AV	HP Z Turbo Drv M.2 2TB TLC SSD
Workstation CTO Modules	4CE80AV	HP Z Turbo Drv M.2 2TB TLC SSD 2nd
Workstation CTO Modules	4CE81AV	HP Z Turbo Drv Quad 2TB TLC SSD
Workstation CTO Modules	4CE82AV	HP Z Turbo Drv Quad 2TB TLC SSD 2nd
Workstation CTO Modules	4CE83AV	HP Z Turbo Drv Quad 2TB TLC SSD 3rd
Workstation CTO Modules	4CE84AV	HP Z Turbo Drv Quad 2TB TLC SSD 4th
Workstation CTO Modules	4CE86AV	Intel Pentium Gold 5400 3.7/3.7 2C 54W
Workstation CTO Modules	4CR67AV	Intel Core i5- 8600 6C
Workstation CTO Modules	4CR68AV	Intel Xeon E-2176G 6C
Workstation CTO Modules	4CR69AV	Allied Telesis 1GbE LC Fiber 2pc
Workstation CTO Modules	4CR70AV	HP KBDWD USB BusSlim SCard CCID
Workstation CTO Modules	4CR70AV#ABA	HP KBDWD USB BusSlim SCard CCID
High-End and workstation mobility	4DB75AW	HP ZBSG5 i7-8850H 15 8GB/256 PC Intel i7-8850H, 15.6 FHD AG LED UWVA, DSC, Webcam, 8GB DDR4, 256GB SSD, AC+BT, 6C Batt, FPR, W10 Pro64, 3yr Wrty
High-End and workstation mobility	4DB75AW#ABA	HP ZBSG5 i7-8850H 15 8GB/256 PC Intel i7-8850H, 15.6 FHD AG LED UWVA, DSC, Webcam, 8GB DDR4, 256GB SSD, AC+BT, 6C Batt, FPR, W10 Pro64, 3yr Wrty
High-End and workstation mobility	4DB77AW	HP ZBSG5 E-2176M 15 16GB/512 PC Intel XE-2176M, 15.6 UHD AG LED UWVA, DSC, Webcam, 16GB DDR4, 512GB SSD, AC+BT, 6C Batt, FPR, W10 Pro64 WKST Plus, 3yr Wrty
High-End and workstation mobility	4DB77AW#ABA	HP ZBSG5 E-2176M 15 16GB/512 PC Intel XE-2176M, 15.6 UHD AG LED UWVA, DSC, Webcam, 16GB DDR4, 512GB SSD, AC+BT, 6C Batt, FPR, W10 Pro64 WKST Plus, 3yr Wrty
High-End and workstation mobility	4DC00AW	HP ZBS360G5 i7-8850H 15 16GB/256 PC Intel i7-8850H, 15.6 FHD LED UWVA TS, DSC, Webcam, 16GB DDR4, 256GB SSD, AC+BT, 6C Batt, FPR, W10 Pro64, 3yr Wrty
High-End and workstation mobility	4DC00AW#ABA	HP ZBS360G5 i7-8850H 15 16GB/256 PC Intel i7-8850H, 15.6 FHD LED UWVA TS, DSC, Webcam, 16GB DDR4, 256GB SSD, AC+BT, 6C Batt, FPR, W10 Pro64, 3yr Wrty
High-End and workstation mobility	4DC02AW	HP ZBS360G5 E-2176M 15 32GB/512 PC Intel XE-2176M, 15.6 UHD LED UWVA TS, DSC, Webcam, 32GB DDR4, 512GB SSD, AC+BT, 6C Batt, FPR, W10 Pro64 WKST Plus, 3yr Wrty
High-End and workstation mobility	4DC02AW#ABA	HP ZBS360G5 E-2176M 15 32GB/512 PC Intel XE-2176M, 15.6 UHD LED UWVA TS, DSC, Webcam, 32GB DDR4, 512GB SSD, AC+BT, 6C Batt, FPR, W10 Pro64 WKST Plus, 3yr Wrty
Workstation CTO Modules	4DX26AV	HP Z Turbo Drv M.2 2TB TLC SSD
Workstation CTO Modules	4DX27AV	HP Z Turbo Drv M.2 2TB TLC SSD 2nd
Workstation CTO Modules	4DX28AV	HP Z Turbo Drv Quad 2TB TLC SSD
Workstation CTO Modules	4DX29AV	HP Z Turbo Drv Quad 2TB TLC SSD 2nd
Workstation CTO Modules	4DX30AV	HP Z Turbo Drv Quad 2TB TLC SSD 3rd
Workstation CTO Modules	4DX31AV	HP Z Turbo Drv Quad 2TB TLC SSD 4th
Workstation CTO Modules	4FW98AV	USB BusSlim Keyboard
Workstation CTO Modules	4FW98AV#ABA	USB BusSlim Keyboard
Workstation CTO Modules	4FW99AV	HP KBDWD USB BusSlim SCard CCID
Workstation CTO Modules	4FW99AV#ABA	HP KBDWD USB BusSlim SCard CCID

Workstation CADD Catalog Category	Part Number/SKU	Description
Workstation CTO Modules	4FX52AV	USB BusSlim Keyboard
Workstation CTO Modules	4FX52AV#ABA	USB BusSlim Keyboard
Workstation CTO Modules	4FX56AV	USB BusSlim Keyboard
Workstation CTO Modules	4FX56AV#ABA	USB BusSlim Keyboard
Workstation CTO Modules	4FY27AV	3.5 BAY SATA Cable Kit
Workstation CTO Modules	4FY30AV	Intel Celeron G4900 3.1GHz 2C 65W
Workstation CTO Modules	4FY32AV	Intel Integrated Coffeelake GFX
Workstation CTO Modules	4FY34AV	HEATSINK 65 Watt
Workstation CTO Modules	4FY35AV	HEATSINK 95 Watt
Workstation CTO Modules	4FY37AV	HP Business PC Security Lock
Workstation CTO Modules	4FY40AV	HP Sure Recover Perm Disable
Workstation CTO Modules	4FY41AV	HP Sure Run Perm Disable
Workstation CTO Modules	4FY42AV	Intel CFL Core i3 Label
Workstation CTO Modules	4FY43AV	Intel CFL Core i5 Label
Workstation CTO Modules	4FY44AV	Intel CFL Core i5 vpro Label
Workstation CTO Modules	4FY45AV	Intel CFL Core i7 Label
Workstation CTO Modules	4FY46AV	Intel CFL Core i7 vpro Label
Workstation CTO Modules	4FY47AV	Intel Inside Celeron Label
Workstation CTO Modules	4FY48AV	Intel Inside Pentium Gold Label
Workstation CTO Modules	4FY55AV	MISC BIOS Test Mode Internal Use
Workstation CTO Modules	4FY60AV	MUS WD USB PS/2 WB
Workstation CTO Modules	4FY70AV	SLIM ODD BAY SATA Cable Kit
Workstation CTO Modules	4FY71AV	128GB M.2 2280 PCIe NVMe SSD
Workstation CTO Modules	4FY72AV	128GB 2280 PCIe TLC SSD
Workstation CTO Modules	4FY73AV	256GB M.2 2280 PCIe NVMe OPAL2 TLC SSD
Workstation CTO Modules	4FY74AV	512GB 2.5in SATA TLC 2nd SSD
Workstation CTO Modules	4HV02AV	Nvd Qdr GV100 32GB (4)DP Graphics
Workstation CTO Modules	4HV03AV	Nvd Qdr GV100 32GB 2nd Graphics
Workstation CTO Modules	4HV04AV	HP Dual Port Thunderbolt 3 PCIe AiC
Workstation CTO Modules	4HV05AV	HP Dual Port Thunderbolt 3 PCIe AiC
Workstation CTO Modules	4HV06AV	HP Dual Port Thunderbolt 3 PCIe AiC
Workstation CTO Modules	4HV66AV	NVIDIA Qdr P620 2GB 4mDP Graphics
Workstation CTO Modules	4JB67AV	INT Opt 905p 280GB AIC PCIe SSD
Workstation CTO Modules	4JB68AV	INT Opt 905p 480GB AIC PCIe SSD
Workstation CTO Modules	4JB86AV	INT Opt 905p 280GB AIC PCIe SSD
Workstation CTO Modules	4JB87AV	INT Opt 905p 480GB AIC PCIe SSD
Workstation CTO Modules	4JC06AV	INT Opt 905p 280GB AIC PCIe SSD
Workstation CTO Modules	4JC07AV	INT Opt 905p 480GB AIC PCIe SSD
Workstation CTO Modules	4JC18AV	China Reg CCC Compl Mark Label
Workstation CTO Modules	4KL05AV	No Load Flex Port
Workstation CTO Modules	4KL25AV	No Load Flex Port
Workstation CTO Modules	4KP42AV	HP VR Ready Configuration
Workstation CTO Modules	4KP43AV	No Load Flex Port
Workstation CTO Modules	4KP47AV	Int UHD 610 Graphics
Options & Accessories (Workstations)	4KY82AA	HP Z2G4 TWR Front Card Guide and Fan Kit
Options & Accessories (Workstations)	4KY84AA	HP USB-C 3.1 Alt DP Flex Port
Options & Accessories (Workstations)	4KY85AA	HP Z2 Front USB-C 3.1 Port
Options & Accessories (Workstations)	4KY89AA	HP Z2 Tower G4 Dust Filter and Bezel
Options & Accessories (Workstations)	4KY90AA	HP Z2 SFF G4 Dust Filter and Bezel
Workstation CTO Modules	4LB68AV	MISC Convert TPM to 1.2
Workstation CTO Modules	4LB69AV	Operating System Load to Optane SSD
Workstation CTO Modules	4LC05AV	MISC Convert TPM to 1.2
Workstation CTO Modules	4LC06AV	Operating System Load to Optane SSD
Workstation CTO Modules	4LC24AV	MISC Convert TPM to 1.2
Workstation CTO Modules	4LC25AV	Operating System Load to Optane SSD
Workstation CTO Modules	4LU00AV	Int UHD 610 Graphics
Workstation CTO Modules	4LX00AV	Intel Core i3- 8100 Entry 3.6/3.6 4C 65W
Workstation CTO Modules	4LX01AV	Intel Core i5- 8500 Entry 3.0/4.0 6C 65W
Workstation CTO Modules	4LX02AV	Intel Core i5- 8600 Entry 3.1/4.2 6C 65W
Workstation CTO Modules	4LX03AV	Intel Core i7- 8700 Entry 3.2/4.6 6C 65W
Workstation CTO Modules	4LX04AV	Intel Xeon E 2104G Ent 3.2/3.2 4C 65W
Options & Accessories (Workstations)	4MA90AA	HP Z2 Mini G4 230W external PSU



Workstation CADD Catalog Category	Part Number/SKU	Description
Options & Accessories (Workstations)	4MA90AA#ABA	HP Z2 Mini G4 230W external PSU
Options & Accessories (Workstations)	4MA91AA	HP Z2 Mini 200W external PSU
Options & Accessories (Workstations)	4MA91AA#ABA	HP Z2 Mini 200W external PSU
Workstation CTO Modules	4NA98AV	512GB PCIe NVMe TLC SSD
Workstation CTO Modules	4NM24AV	2.5 inch Bay Screws Z2 SFF
Workstation CTO Modules	4NM25AV	HP 3.5 to 2.5 Dr Carrier Z2 SFF
Workstation CTO Modules	4NM26AV	Lower 3.5in Bay Screws Z2 SFF
Workstation CTO Modules	4NM27AV	Z2 SFF SATA Data Cable - ST-RA 1
Workstation CTO Modules	4NM28AV	Z2 SFF SATA Data Cable - ST-RA 2
Workstation CTO Modules	4NM29AV	Z2 SFF SATA Data Cable - ST-RA 3
Workstation CTO Modules	4NM31AV	HP 3.5 to 2.5 Dr Carrier Z2 TWR
Workstation CTO Modules	4NM32AV	HP 5.25 to 3.5 Dr Carrier Z2TWR
Workstation CTO Modules	4NM33AV	Z2TWR SATA Data Cbl - ST-RA -015
Workstation CTO Modules	4NM34AV	Z2TWR SATA Data Cbl - ST-ST -014
Workstation CTO Modules	4NY49AV	16GB (2x8GB) DDR4 2666 DIMM ECC REG 2CPU
Workstation CTO Modules	4NY51AV	Intel Pent Gld 5400 Entry 3.7/3.7 2C 54W
Workstation CTO Modules	4NY54AV	16GB (2x8GB) DDR4 2666 DIMM ECC REG 2CPU
Workstation CTO Modules	4PU11AV	Int UHD 610 Graphics
Workstation CTO Modules	4PU17AV	HP Remove Computrace BIOS Module
Workstation CTO Modules	4PU84AV	Absolute Persistence - Remove
Workstation CTO Modules	4PU85AV	Corporate-Ready Image
Workstation CTO Modules	4PU86AV	Exclude Embedded Security Module-
Workstation CTO Modules	4PU87AV	Hard Disk Partitioning 20-50-30percent C
Workstation CTO Modules	4PU88AV	Hard Disk Partitioning 50-50percent Cust
Workstation CTO Modules	4PU89AV	HP Sure Recover Perm Disable
Workstation CTO Modules	4PU90AV	HP Sure Run Perm Disable
Workstation CTO Modules	4PU91AV	MISC BIOS Test Mode Internal Use
Workstation CTO Modules	4PU93AV	WW Config to EMEA Enable Option
Workstation CTO Modules	4PU96AV	No Microsoft Office SW
Workstation CTO Modules	4PU97AV	Permanent all USB disable
Workstation CTO Modules	4PU98AV	Permanent external USB port disable
Workstation CTO Modules	4PU99AV	Permanently Disable Audio
Workstation CTO Modules	4PV00AV	FreeDOS
Workstation CTO Modules	4PV00AV#ABA	FreeDOS
Workstation CTO Modules	4PV12AV	Win 10 Home 64
Workstation CTO Modules	4PV12AV#ABA	Win 10 Home 64
Workstation CTO Modules	4PV13AV	Win 10 Home 64 Advanced
Workstation CTO Modules	4PV13AV#ABA	Win 10 Home 64 Advanced
Workstation CTO Modules	4PV17AV	Win 10 Home 64 Plus
Workstation CTO Modules	4PV17AV#ABA	Win 10 Home 64 Plus
Workstation CTO Modules	4PV28AV	Win 10 Pro 64
Workstation CTO Modules	4PV28AV#ABA	Win 10 Pro 64
Workstation CTO Modules	4PV44AV	Antimicrobial USB Mouse
Workstation CTO Modules	4PV45AV	AMD A10- 9700 3.5GHz 4C 65W
Workstation CTO Modules	4PV46AV	AMD PRO A6-9500 3.5 2C 65W
Workstation CTO Modules	4PV47AV	AMD PRO A8-9600 3.1 4C 65W
Workstation CTO Modules	4PV48AV	AMD Ryzen3- Pro 2200G 4C 65W
Workstation CTO Modules	4PV49AV	AMD Ryzen5- Pro 2400G 4C 65W
Workstation CTO Modules	4PV50AV	AMD Ryzen5- Pro 2600 6C 65W
Workstation CTO Modules	4PV51AV	AMD Ryzen7- Pro 2700 8C 65W
Workstation CTO Modules	4PV52AV	AMD Ryzen7- Pro 2700X 8C 95W
Workstation CTO Modules	4PV53AV	Elite Premium Support Flyer - AMD
Workstation CTO Modules	4PV55AV	EliteDesk 705PLA MT 250W Chassis G4
Workstation CTO Modules	4PV56AV	EliteDesk 705PLA400W MT Chassis G4
Workstation CTO Modules	4PV59AV	AMD Rdn RX550 4GB 2DP 1HDMI Graphics
Workstation CTO Modules	4PV61AV	AMD RdnP 4GB WX 3100 (2)mDP+DP Graphics
Workstation CTO Modules	4PV62AV	Nvd Qdr 4GB P1000 (4)mDP Graphics
Workstation CTO Modules	4PV63AV	NVIDIA GeForce GTX1060 3GB GFX
Workstation CTO Modules	4PV68AV	1TB 7200 2.5
Workstation CTO Modules	4PV69AV	1TB 7200 2.5 2nd
Workstation CTO Modules	4PV70AV	1TB 7200 SATA 2.5in 7mmRemovab
Workstation CTO Modules	4PV71AV	HDD 1TB 7200RPM SATA-6G 2nd

Workstation CADD Catalog Category	Part Number/SKU	Description
Workstation CTO Modules	4PV72AV	1TB 7200 SATA-6G 3.5
Workstation CTO Modules	4PV74AV	2TB 5400 2.5in
Workstation CTO Modules	4PV75AV	HDD 2TB 5400RPM SATA 2.5 2nd
Workstation CTO Modules	4PV79AV	2TB 7200 SATA 3.5in
Workstation CTO Modules	4PV80AV	2TB 7200RPM SATA-6G 2nd
Workstation CTO Modules	4PV84AV	500GB 7200 2.5
Workstation CTO Modules	4PV85AV	500GB 7200 2.5 2nd
Workstation CTO Modules	4PV86AV	500GB 7200 2.5in 2ndRemovable
Workstation CTO Modules	4PV87AV	500GB 7200 3.5
Workstation CTO Modules	4PV88AV	500GB 7200 3.5 2nd
Workstation CTO Modules	4PV89AV	500GB 7200 3.5 3rd
Workstation CTO Modules	4PV90AV	500GB 7200 FIPS 2.5
Workstation CTO Modules	4PV91AV	500GB 7200 FIPS 2.5 w/ca 2nd
Workstation CTO Modules	4PV92AV	500GB 7200 OPAL2 2.5
Workstation CTO Modules	4PV93AV	500GB 7200 OPAL2 2.5 2nd
Workstation CTO Modules	4PV94AV	500GB 7200 SATA 2.5in Removable
Workstation CTO Modules	4PV95AV	HP 3.5 Removable SATA HDD Frame/Carrier
Workstation CTO Modules	4PV96AV	HP 600 G4/G5 705 G4 MT DustFilt
Workstation CTO Modules	4PV97AV	HP Business PC Security Lock
Workstation CTO Modules	4PV98AV	HP DisplayPort Cable
Workstation CTO Modules	4PV99AV	HP DisplayPort Cable 2nd
Workstation CTO Modules	4PW00AV	HP DisplayPort Port
Workstation CTO Modules	4PW01AV	HP DisplayPort to DVI-D Adapter
Workstation CTO Modules	4PW02AV	HP DisplayPort to DVI-D Adapter 2nd
Workstation CTO Modules	4PW03AV	HP DisplayPort to HDMI True 4K Adapter
Workstation CTO Modules	4PW04AV	HP DisplayPort to VGA Adapter
Workstation CTO Modules	4PW05AV	HP DisplayPort to VGA Adapter 2nd
Workstation CTO Modules	4PW06AV	HP Dual Head Keyed Cable Lock Kit
Workstation CTO Modules	4PW07AV	HP DVI Cable
Workstation CTO Modules	4PW08AV	HP G4/G5 (MT) Solenoid Lk/Intrusion Sens
Workstation CTO Modules	4PW09AV	HP HDMI Port G4 (705)
Workstation CTO Modules	4PW10AV	HP Keyed Cable Lock 10mm Kit
Workstation CTO Modules	4PW12AV	HP Mouse Pad
Workstation CTO Modules	4PW13AV	MUS WD USB OPT
Workstation CTO Modules	4PW14AV	HP PCIe x1 Parallel Port Card
Workstation CTO Modules	4PW15AV	HP PS/2 Mouse
Workstation CTO Modules	4PW16AV	HP Serial / PS/2 Module
Workstation CTO Modules	4PW17AV	HP Serial Port Rear Wall (600/705/800)
Workstation CTO Modules	4PW18AV	HP Type-C to DisplayPort Adapter
Workstation CTO Modules	4PW19AV	HP Type-C to Type-A Hub
Workstation CTO Modules	4PW20AV	HP Type-C USB 3.1 Gen2 Port
Workstation CTO Modules	4PW21AV	HP USB to Serial Port Adapter
Workstation CTO Modules	4PW22AV	HP USB-C to USB 3.0 Adapter
Workstation CTO Modules	4PW23AV	HP VGA Port
Workstation CTO Modules	4PW24AV	Intel Ethernet I210-T1 PCIe x1 Gb NIC
Workstation CTO Modules	4PW25AV	No Included Keyboard
Workstation CTO Modules	4PW26AV	No Included Mouse
Workstation CTO Modules	4PW27AV	Multi-Unit MT Eco-Packaging
Workstation CTO Modules	4PW28AV	Single Unit MT Packaging
Workstation CTO Modules	4PW29AV	MUS WD USB PS/2 WB
Workstation CTO Modules	4PW31AV	No Included ODD
Workstation CTO Modules	4PW32AV	No need for optional ports
Workstation CTO Modules	4PW33AV	9.5 BD Writer 705 G3 MT/SFF
Workstation CTO Modules	4PW34AV	9.5 DVDWR
Workstation CTO Modules	4PW37AV	RAID1 Configuration
Workstation CTO Modules	4PW38AV	16GB (1x16GB) DDR4 2666
Workstation CTO Modules	4PW40AV	16GB (2x8GB) DDR4 2666 DIMM
Workstation CTO Modules	4PW42AV	32GB (2x16GB) DDR4 2666
Workstation CTO Modules	4PW44AV	32GB (4x8GB) DDR4 2666 DIMM
Workstation CTO Modules	4PW46AV	4GB (1x4GB) DDR4 2666
Workstation CTO Modules	4PW48AV	64GB (4x16GB) DDR4 2666
Workstation CTO Modules	4PW50AV	8GB (1x8GB) DDR4 2666 DIMM

Workstation CADD Catalog Category	Part Number/SKU	Description
Workstation CTO Modules	4PW52AV	8GB (2x4GB) DDR4 2666
Workstation CTO Modules	4PW54AV	SD 4 Card Reader
Workstation CTO Modules	4PW55AV	128GB 2280 PCIe TLC SSD
Workstation CTO Modules	4PW56AV	128GB M.2 2280 PCIe NVMe SSD
Workstation CTO Modules	4PW57AV	1TB M.2 2280 PCIe NVMe TLC SSD
Workstation CTO Modules	4PW58AV	256GB M.2 2280 PCIe NVMe SSD
Workstation CTO Modules	4PW59AV	256GB M.2 2280 PCIe NVMe OPAL2 TLC SSD
Workstation CTO Modules	4PW60AV	256GB M.2 2280 PCIe NVMe TLC SSD
Workstation CTO Modules	4PW61AV	256GB 2.5in SATA TLC 3rd SSD
Workstation CTO Modules	4PW62AV	256GB FIPS SSD
Workstation CTO Modules	4PW63AV	256GB FIPS 2nd SSD
Workstation CTO Modules	4PW64AV	256GB FIPS 3rd SSD
Workstation CTO Modules	4PW65AV	256GB FIPS w/ca 3rd SSD
Workstation CTO Modules	4PW66AV	256GB SATA SED OPAL2 TLC SSD
Workstation CTO Modules	4PW67AV	256GB SATA SED OPAL2 TLC 2nd SSD
Workstation CTO Modules	4PW68AV	256GB SATA SED OPAL2 TLC 3rd SSD
Workstation CTO Modules	4PW69AV	256GB SATA SED OPAL2 TLC Removable SSD
Workstation CTO Modules	4PW70AV	256GB SATA SED OPAL2 TLC w/ca 3rd SSD
Workstation CTO Modules	4PW71AV	256GB SATA TLC SSD
Workstation CTO Modules	4PW72AV	256GB SATA TLC 2nd SSD
Workstation CTO Modules	4PW73AV	256GB SATA TLC Removable SSD
Workstation CTO Modules	4PW74AV	256GB SATA TLC w/ca 3rd SSD
Workstation CTO Modules	4PW75AV	512GB 2.5in SATA TLC 3rd SSD
Workstation CTO Modules	4PW76AV	512GB M.2 2280 PCIe NVMe SSD
Workstation CTO Modules	4PW77AV	512GB M.2 2280 PCIe NVMe OPAL2 TLC SSD
Workstation CTO Modules	4PW78AV	512GB M.2 2280 PCIe NVMe TLC SSD
Workstation CTO Modules	4PW79AV	512GB 2.5in SATA TLC 2nd SSD
Workstation CTO Modules	4PW80AV	512GB FIPS SSD
Workstation CTO Modules	4PW81AV	512GB FIPS 2nd SSD
Workstation CTO Modules	4PW82AV	512GB FIPS 3rd SSD
Workstation CTO Modules	4PW83AV	512GB FIPS w/ca 3rd SSD
Workstation CTO Modules	4PW84AV	512GB SATA SED OPAL2 TLC SSD
Workstation CTO Modules	4PW85AV	512GB SATA SED OPAL2 TLC 2nd SSD
Workstation CTO Modules	4PW86AV	512GB SATA SED OPAL2 TLC 3rd SSD
Workstation CTO Modules	4PW87AV	512GB SATA SED OPAL2 TLC Removable SSD
Workstation CTO Modules	4PW88AV	512GB SATA SED OPAL2 TLC w/ca 3rd SSD
Workstation CTO Modules	4PW89AV	SSD 512GB SATA TLC
Workstation CTO Modules	4PW90AV	512GB SATA TLC Removable SSD
Workstation CTO Modules	4PW91AV	512GB SATA TLC w/ca 3rd SSD
Workstation CTO Modules	4PW92AV	Ultraslim DVDROM
Workstation CTO Modules	4PW93AV	USB 1000dpi Laser WRD
Workstation CTO Modules	4PW94AV	HP USB Hardened Optical Wired Mouse
Workstation CTO Modules	4PW95AV	MUS WD USB Prm
Workstation CTO Modules	4PW96AV	Intel 9260 ac2x2 nvP +BT5 WW
Workstation CTO Modules	4PW97AV	Realtek ac1x1 +BT4.2 WW
Workstation CTO Modules	4PW98AV	Realtek ac2x2 +BT4.2 WW
Workstation CTO Modules	4PX00AV	3/3/3 MT Warranty
Workstation CTO Modules	4PX00AV#ABA	3/3/3 MT Warranty
Workstation CTO Modules	4PX03AV	HP 705 G4 Bpk CKIT
Workstation CTO Modules	4PX03AV#ABA	HP 705 G4 Bpk CKIT
Workstation CTO Modules	4PX04AV	HP 705 G4 CKIT
Workstation CTO Modules	4PX04AV#ABA	HP 705 G4 CKIT
Workstation CTO Modules	4QG57AV	2.5 BAY SATA Cable Kit
Workstation CTO Modules	4QG58AV	2.5 BAY SATA Cable Kit - RF
Workstation CTO Modules	4QG59AV	2.5 BAY SATA Cable Kit 2
Workstation CTO Modules	4QG60AV	2.5 BAY SATA Cable Kit 2 - RF
Workstation CTO Modules	4QG61AV	2.5 BAY SATA Cable Kit 3
Workstation CTO Modules	4QG62AV	2.5 BAY SATA Cable Kit 3 - RF
Workstation CTO Modules	4QG63AV	3.5 BAY SATA Cable Kit
Workstation CTO Modules	4QG64AV	3.5 BAY SATA Cable Kit - RF
Workstation CTO Modules	4QG65AV	3.5 BAY SATA Cable Kit 2 - RF
Workstation CTO Modules	4QG66AV	3.5 BAY SATA Cable Kit 3

Workstation CADD Catalog Category	Part Number/SKU	Description
Workstation CTO Modules	4QG67AV	3.5 BAY SATA Cable Kit 3 - RF
Workstation CTO Modules	4QG68AV	5.25 ODD BAY SATA Cable Kit
Workstation CTO Modules	4QG69AV	5.25 ODD BAY SATA Cable Kit - RF
Workstation CTO Modules	4QG70AV	ENERGY STAR Certified Label
Workstation CTO Modules	4QG71AV	SLIM ODD BAY RF SATA Cable Kit
Workstation CTO Modules	4QG72AV	SLIM ODD BAY SATA Cable Kit 2
Workstation CTO Modules	4QG73AV	Business Slim PS/2 Wired Keyboard
Workstation CTO Modules	4QG73AV#ABA	Business Slim PS/2 Wired Keyboard
Workstation CTO Modules	4QG74AV	USB BusSlim Keyboard
Workstation CTO Modules	4QG74AV#ABA	USB BusSlim Keyboard
Workstation CTO Modules	4QG75AV	HP KBD MUS WL BusSlim Keyboard
Workstation CTO Modules	4QG75AV#ABA	HP KBD MUS WL BusSlim Keyboard
Workstation CTO Modules	4QG76AV	HP KBDWL CIIb
Workstation CTO Modules	4QG76AV#ABA	HP KBDWL CIIb
Workstation CTO Modules	4QG77AV	HP USB KBD MUS WD Premium Keyboard
Workstation CTO Modules	4QG77AV#ABA	HP USB KBD MUS WD Premium Keyboard
Workstation CTO Modules	4QG78AV	HP KBD MUS WL Premium Keyboard
Workstation CTO Modules	4QG78AV#ABA	HP KBD MUS WL Premium Keyboard
Workstation CTO Modules	4QG79AV	HP KBDWD USB BusSlim SCard CCID
Workstation CTO Modules	4QG79AV#ABA	HP KBDWD USB BusSlim SCard CCID
Workstation CTO Modules	4QG80AV	HP KBDWD USB CIIb
Workstation CTO Modules	4QG80AV#ABA	HP KBDWD USB CIIb
Workstation CTO Modules	4QG81AV	HP KBDWD USB CONF
Workstation CTO Modules	4QG81AV#ABA	HP KBDWD USB CONF
Workstation CTO Modules	4QG82AV	HP USB Keyboard and Mouse HE
Workstation CTO Modules	4QG82AV#ABA	HP USB Keyboard and Mouse HE
Workstation CTO Modules	4QG83AV	HP KBDWD USB PS/2 WB
Workstation CTO Modules	4QG83AV#ABA	HP KBDWD USB PS/2 WB
Workstation CTO Modules	4QG84AV	HP KBDWD USB
Workstation CTO Modules	4QG84AV#ABA	HP KBDWD USB
Workstation CTO Modules	4QH03AV	Sea and Rail Shipment Flag Label
Workstation CTO Modules	4QH05AV	Win10 64-bit OS DVD+DRDVD
Workstation CTO Modules	4QH05AV#ABA	Win10 64-bit OS DVD+DRDVD
Personal WS Options -HTC VIVE	4QU86AA	HTC Vive Headset Only VR HMD
Personal WS Options -HTC VIVE	4QU86AA#ABA	HTC Vive Headset Only VR HMD
Personal WS Options -HTC VIVE	4QU86AT	HTC Vive Pro Headset Only PROMO/Smartbuy
Personal WS Options -HTC VIVE	4QU86AT#ABA	HTC Vive Pro Headset Only PROMO/Smartbuy
Personal WS Options -HTC VIVE	4QU87AA	HTC Vive Pro Full Kit VR System
Personal WS Options -HTC VIVE	4QU87AA#ABA	HTC Vive Pro Full Kit VR System
Personal WS Options -HTC VIVE	4QU87AT	HTC Vive Pro Full Kit PROMO/Smartbuy
Personal WS Options -HTC VIVE	4QU87AT#ABA	HTC Vive Pro Full Kit PROMO/Smartbuy
Workstation CTO Modules	4RA14AV	HP Z Turbo Drv Dual 1TB TLC SSD
Workstation CTO Modules	4RA15AV	HP Z Turbo Drv Dual 1TB TLC SSD 2nd
Workstation CTO Modules	4RA16AV	HP Z Turbo Drv Dual 256GB TLC SSD
Workstation CTO Modules	4RA17AV	HP Z Turbo Drv Dual 256GB TLC SSD 2nd
Workstation CTO Modules	4RA18AV	HP Z Turbo Drv Dual 2TB TLC SSD
Workstation CTO Modules	4RA19AV	HP Z Turbo Drv Dual 2TB TLC SSD 2nd
Workstation CTO Modules	4RA20AV	HP Z Turbo Drv Dual 512GB TLC SSD
Workstation CTO Modules	4RA21AV	HP Z Turbo Drv Dual 512GB TLC SSD 2nd
Workstation CTO Modules	4RA32AV	HP Z Turbo Drv Dual 1TB TLC SSD
Workstation CTO Modules	4RA33AV	HP Z Turbo Drv Dual 1TB TLC SSD 2nd
Workstation CTO Modules	4RA34AV	HP Z Turbo Drv Dual 256GB TLC SSD
Workstation CTO Modules	4RA35AV	HP Z Turbo Drv Dual 256GB TLC SSD 2nd
Workstation CTO Modules	4RA36AV	HP Z Turbo Drv Dual 2TB TLC SSD
Workstation CTO Modules	4RA37AV	HP Z Turbo Drv Dual 2TB TLC SSD 2nd
Workstation CTO Modules	4RA38AV	HP Z Turbo Drv Dual 512GB TLC SSD
Workstation CTO Modules	4RA39AV	HP Z Turbo Drv Dual 512GB TLC SSD 2nd
Workstation CTO Modules	4RA45AV	HP Z Turbo Drv Dual 1TB TLC SSD
Workstation CTO Modules	4RA46AV	HP Z Turbo Drv Dual 1TB TLC SSD 2nd
Workstation CTO Modules	4RA47AV	HP Z Turbo Drv Dual 256GB TLC SSD
Workstation CTO Modules	4RA48AV	HP Z Turbo Drv Dual 256GB TLC SSD 2nd
Workstation CTO Modules	4RA49AV	HP Z Turbo Drv Dual 2TB TLC SSD

Workstation CADD Catalog Category	Part Number/SKU	Description
Workstation CTO Modules	4RA50AV	HP Z Turbo Drv Dual 2TB TLC SSD 2nd
Workstation CTO Modules	4RA51AV	HP Z Turbo Drv Dual 512GB TLC SSD
Workstation CTO Modules	4RA52AV	HP Z Turbo Drv Dual 512GB TLC SSD 2nd
Options & Accessories (Workstations)	4SH06AA	HP USB-C to VGA Adapter
Options & Accessories (Workstations)	4SH07AA	HP USB-C to HDMI Adapter
Options & Accessories (Workstations)	4SH08AA	HP USB-C to DisplayPort Adapter
High-End and workstation mobility	4WE06AV	HP IDS UMA i3-8145U 830 G6 BNBPC
High-End and workstation mobility	4WE08AV	HP IDS UMA i5-8265U 830 G6 BNBPC
High-End and workstation mobility	4WE10AV	HP IDS UMA i5-8365U 830 G6 BNBPC
High-End and workstation mobility	4WE12AV	HP IDS UMA i7-8565U 830 G6 BNBPC
High-End and workstation mobility	4WE14AV	HP IDS UMA i7-8665U 830 G6 BNBPC
High-End and workstation mobility	4WE16AV	HP IDS UMA i7-8665U OSR 830 G6 BNBPC
High-End and workstation mobility	4WG16AV	HP IDS DSC i5-8265U 840 G6 BNBPC
High-End and workstation mobility	4WG18AV	HP IDS DSC i7-8565U 840 G6 BNBPC
High-End and workstation mobility	4WG20AV	HP IDS DSC i5-8365U 840 G6 BNBPC
High-End and workstation mobility	4WG22AV	HP IDS DSC i7-8665U 840 G6 BNBPC
High-End and workstation mobility	4WG24AV	HP IDS DSC i7-8665U OSR 840 G6 BNBPC
High-End and workstation mobility	4WG26AV	HP IDS UMA i5-8265U 840 G6 BNBPC
High-End and workstation mobility	4WG28AV	HP IDS UMA i7-8565U 840 G6 BNBPC
High-End and workstation mobility	4WG30AV	HP IDS UMA i5-8365U 840 G6 BNBPC
High-End and workstation mobility	4WG32AV	HP IDS UMA i7-8665U 840 G6 BNBPC
High-End and workstation mobility	4WG34AV	HP IDS UMA i7-8665U OSR 840 G6 BNBPC
Workstation CTO Modules	4WL75AV	RAID1 Configuration
Workstation CTO Modules	4WR88AV	INT Opt 280GB X4 Card SSD
High-End and workstation mobility	4YD55AV	HP IDS DSC i5-8265U 850 G6 BNBPC
High-End and workstation mobility	4YD56AV	HP IDS DSC i7-8565U 850 G6 BNBPC
High-End and workstation mobility	4YD57AV	HP IDS DSC i5-8365U 850 G6 BNBPC
High-End and workstation mobility	4YD58AV	HP IDS DSC i7-8665U 850 G6 BNBPC
High-End and workstation mobility	4YD59AV	HP IDS DSC i7-8665U OSR 850 G6 BNBPC
High-End and workstation mobility	4YD60AV	HP IDS UMA i5-8265U 850 G6 BNBPC
High-End and workstation mobility	4YD61AV	HP IDS UMA i7-8565U 850 G6 BNBPC
High-End and workstation mobility	4YD62AV	HP IDS UMA i5-8365U 850 G6 BNBPC
High-End and workstation mobility	4YD63AV	HP IDS UMA i7-8665U 850 G6 BNBPC
High-End and workstation mobility	4YD64AV	HP IDS UMA i7-8665U OSR 850 G6 BNBPC
Options & Accessories (Workstations)	4YF59AA	HP Z Turbo Drive Dual Pro
Options & Accessories (Workstations)	4YF60AA	HP Z Turbo Drive Dual Pro 256GB SSD
Options & Accessories (Workstations)	4YF61AA	HP Z Turbo Drive Dual Pro 512GB SSD
Options & Accessories (Workstations)	4YF62AA	HP Z Turbo Drive Dual Pro 1TB SSD
Options & Accessories (Workstations)	4YF63AA	HP Z Turbo Drive Dual Pro 2TB TLC SSD
High-End and workstation mobility	4YP06AV	HP IDS DSC i5-8265U 14u G6 BNBPC
High-End and workstation mobility	4YP07AV	HP IDS DSC i5-8365U 14u G6 BNBPC
High-End and workstation mobility	4YP08AV	HP IDS DSC i7-8565U 14u G6 BNBPC
High-End and workstation mobility	4YP09AV	HP IDS DSC i7-8665U 14u G6 BNBPC
High-End and workstation mobility	4YP10AV	HP IDS DSC i7-8665U OSR 14u G6 BNBPC
High-End and workstation mobility	4YP11AV	HP IDS UMA i5-8265U 14u G6 BNBPC
High-End and workstation mobility	4YP12AV	HP IDS UMA i5-8365U 14u G6 BNBPC
High-End and workstation mobility	4YP13AV	HP IDS UMA i7-8565U 14u G6 BNBPC
High-End and workstation mobility	4YP14AV	HP IDS UMA i7-8665U 14u G6 BNBPC
Workstation CTO Modules	4YQ39AV	OS Localization
Workstation CTO Modules	4YQ39AV#ABA	OS Localization
High-End and workstation mobility	4YW43AV	HP IDS DSC i5-8265U 15u G6 BNBPC
High-End and workstation mobility	4YW44AV	HP IDS DSC i5-8365U 15u G6 BNBPC
High-End and workstation mobility	4YW45AV	HP IDS DSC i7-8565U 15u G6 BNBPC
High-End and workstation mobility	4YW46AV	HP IDS DSC i7-8665U 15u G6 BNBPC
High-End and workstation mobility	4YW47AV	HP IDS DSC i7-8665U OSR 15u G6 BNBPC
High-End and workstation mobility	4YW48AV	HP IDS UMA i5-8265U 15u G6 BNBPC
High-End and workstation mobility	4YW49AV	HP IDS UMA i5-8365U 15u G6 BNBPC
High-End and workstation mobility	4YW50AV	HP IDS UMA i7-8565U 15u G6 BNBPC
High-End and workstation mobility	4YW51AV	HP IDS UMA i7-8665U 15u G6 BNBPC
Options & Accessories (Workstations)	4YZ35AA	HP ZTrboDrv QuadPro 256GB TLC SSD module
Options & Accessories (Workstations)	4YZ36AA	HP ZTrboDrv QuadPro 512GB TLC SSD module
Options & Accessories (Workstations)	4YZ37AA	HP Z TurboDrv QuadPro 1TB SSD TLC module

Workstation CADD Catalog Category	Part Number/SKU	Description
Options & Accessories (Workstations)	4YZ38AA	HP ZTrboDrv QuadPro 2x256GB PCIe TLC SSD
Options & Accessories (Workstations)	4YZ39AA	HP ZTrboDrv QuadPro 2x512GB PCIe TLC SSD
Options & Accessories (Workstations)	4YZ40AA	HP Z TurboDrv QuadPro 2x1TB PCIe TLC SSD
Workstation CTO Modules	4YZ41AA	HP ZTrboDrv 256GB SED Z4/6 G4 TLC SSDKit
Workstation CTO Modules	4YZ42AA	HP ZTurboDrv 256GB SED Z8 G4 TLC SSD Kit
Workstation CTO Modules	4YZ43AA	HP ZTrboDrv 256GB SED Z8G4 TLC SSDModule
Workstation CTO Modules	4YZ44AA	HP ZTrboDrv 512GB SED Z4/6 G4 TLC SSDKit
Workstation CTO Modules	4YZ45AA	HP ZTurboDrv 512GB SED Z8 G4 TLC SSD Kit
Workstation CTO Modules	4YZ46AA	HP ZTrboDrv 512GB SED Z8G4 TLC SSDModule
Workstation CTO Modules	4ZB99AV	NVIDIA Quadro P620 2GB (4)mDP GFX
Workstation CTO Modules	4ZY67AV	HP Z Turbo Drv M.2 256GB SED TLC SSD
Workstation CTO Modules	4ZY68AV	HP Z Turbo Drv M.2 512GB SED TLC SSD
Workstation CTO Modules	4ZY69AV	HP Z Turbo Drv Quad 1TB TLC SSD 2nd
Workstation CTO Modules	4ZY70AV	HP Z Turbo Drv Quad 1TB TLC SSD 3rd
Workstation CTO Modules	4ZY71AV	HP Z Turbo Drv Quad 1TB TLC SSD 4th
Workstation CTO Modules	4ZY72AV	HP Z Turbo Drv Quad 256GB TLC SSD 2nd
Workstation CTO Modules	4ZY73AV	HP Z Turbo Drv Quad 256GB TLC SSD 3rd
Workstation CTO Modules	4ZY74AV	HP Z Turbo Drv Quad 256GB TLC SSD 4th
Workstation CTO Modules	4ZY75AV	HP Z Turbo Drv Quad 512GB TLC SSD 2nd
Workstation CTO Modules	4ZY76AV	HP Z Turbo Drv Quad 512GB TLC SSD 3rd
Workstation CTO Modules	4ZY77AV	HP Z Turbo Drv Quad 512GB TLC SSD 4th
Workstation CTO Modules	4ZY78AV	HP Z Turbo Drive Quad Pro 1TB TLC SSD
Workstation CTO Modules	4ZY79AV	HP Z Turbo Drive Quad Pro 256GB TLC SSD
Workstation CTO Modules	4ZY80AV	HP Z Turbo Drive Quad Pro 512GB TLC SSD
Workstation CTO Modules	4ZY92AV	HP Z Turbo Drv M.2 256GB SED TLC SSD
Workstation CTO Modules	4ZY93AV	HP Z Turbo Drv M.2 512GB SED TLC SSD
Workstation CTO Modules	4ZY94AV	HP Z Turbo Drv Quad 1TB TLC SSD 2nd
Workstation CTO Modules	4ZY95AV	HP Z Turbo Drv Quad 1TB TLC SSD 3rd
Workstation CTO Modules	4ZY96AV	HP Z Turbo Drv Quad 1TB TLC SSD 4th
Workstation CTO Modules	4ZY97AV	HP Z Turbo Drv Quad 256GB TLC SSD 2nd
Workstation CTO Modules	4ZY98AV	HP Z Turbo Drv Quad 256GB TLC SSD 3rd
Workstation CTO Modules	4ZY99AV	HP Z Turbo Drv Quad 256GB TLC SSD 4th
Workstation CTO Modules	4ZZ00AV	HP Z Turbo Drv Quad 512GB TLC SSD 2nd
Workstation CTO Modules	4ZZ01AV	HP Z Turbo Drv Quad 512GB TLC SSD 3rd
Workstation CTO Modules	4ZZ02AV	HP Z Turbo Drv Quad 512GB TLC SSD 4th
Workstation CTO Modules	4ZZ03AV	HP Z Turbo Drive Quad Pro 1TB TLC SSD
Workstation CTO Modules	4ZZ04AV	HP Z Turbo Drive Quad Pro 512GB TLC SSD
Workstation CTO Modules	5AW88AV	HP Z Turbo Drv M.2 256GB SED TLC SSD
Workstation CTO Modules	5AW89AV	HP Z Turbo Drv M.2 512GB SED TLC SSD
Monitors	5DP31AA	HP EliteDisplay E324q Monitor
Monitors	5DP31AA#ABA	HP EliteDisplay E324q Monitor
Monitors	5DP31U9	HP EliteDisplay E324q HEAD ONLY
Monitors	5DP31U9#ABA	HP EliteDisplay E324q HEAD ONLY
Workstation CTO Modules	5DX48AV	No Discrete Graphics Card
Workstation CTO Modules	5EB79AV	Single 6 to 8 Pin Graphics Power Cable
High-End and workstation mobility	5EG40AV	HP IDS UMA i7-7500U 830 G5 BNBPC
High-End and workstation mobility	5EG42AV	HP IDS UMA i7-7600U 830 G5 BNBPC
Workstation CTO Modules	5EG46AV	32GB (2x16GB) DDR4 2666 NECC
Workstation CTO Modules	5EG48AV	64GB (4x16GB) DDR4 2666 NECC
Workstation CTO Modules	5EG58AV	32GB (2x16GB) DDR4 2666 NECC
Workstation CTO Modules	5EG60AV	64GB (4x16GB) DDR4 2666 NECC
Workstation CTO Modules	5EH59AV	Corporate-Ready Image
Workstation CTO Modules	5EH60AV	Permanent all USB disable
Workstation CTO Modules	5EH61AV	PERMANENT Disabling of Intel AMT
Workstation CTO Modules	5EH62AV	Permanent external USB port disable
Workstation CTO Modules	5EH63AV	2TB M.2 2280 PCIe NVMe TLC SSD
Workstation CTO Modules	5EH64AV	Win 10 Home 64 Advanced
Workstation CTO Modules	5EH64AV#ABA	Win 10 Home 64 Advanced
Workstation CTO Modules	5EH66AV	Win10 64-bit OS DVD+DRDVD
Workstation CTO Modules	5EH66AV#ABA	Win10 64-bit OS DVD+DRDVD
Workstation CTO Modules	5EH67AV	FreeDOS
Workstation CTO Modules	5EH67AV#ABA	FreeDOS

Workstation CADD Catalog Category	Part Number/SKU	Description
High-End and workstation mobility	5FQ74AV	HP IDS UMA i7-7500U 840 G5 BNBPC
High-End and workstation mobility	5FQ76AV	HP IDS UMA i7-7600U 840 G5 BNBPC
High-End and workstation mobility	5FQ80AV	HP IDS UMA i7-7500U 850 G5 BNBPC
High-End and workstation mobility	5FQ81AV	HP IDS UMA i7-7600U 850 G5 BNBPC
Monitors	5FT13U9	HP EliteDisplay E243p Monitor
Monitors	5FT13U9#ABA	HP EliteDisplay E243p Monitor
High-End and workstation mobility	5HC86AV	HP IDS DSC i5-8265U 840 HC G6 BNBPC
High-End and workstation mobility	5HC88AV	HP IDS DSC i7-8565U 840 HC G6 BNBPC
High-End and workstation mobility	5HC90AV	HP IDS DSC i5-8365U 840 HC G6 BNBPC
High-End and workstation mobility	5HC92AV	HP IDS DSC i7-8665U 840 HC G6 BNBPC
High-End and workstation mobility	5HC94AV	HP IDS DSC i7-8665U OSR 840 HC G6 BNBPC
High-End and workstation mobility	5HC96AV	HP IDS UMA i5-8265U 840 HC G6 BNBPC
High-End and workstation mobility	5HC98AV	HP IDS UMA i7-8565U 840 HC G6 BNBPC
High-End and workstation mobility	5HD00AV	HP IDS UMA i5-8365U 840 HC G6 BNBPC
High-End and workstation mobility	5HD02AV	HP IDS UMA i7-8665U 840 HC G6 BNBPC
High-End and workstation mobility	5HD04AV	HP IDS UMA i7-8665U OSR 840 HC G6 BNBPC
Options & Accessories (Workstations)	5JH80AA	NVIDIA Quadro RTX 6000 24GB (4)DP+USBc
Options & Accessories (Workstations)	5JH81AA	NVIDIA Quadro RTX 5000 16GB (4)DP+USBc
Options & Accessories (Workstations)	5JV89AA	NVIDIA Quadro RTX 4000 8GB (3)DP+USBc
High-End and workstation mobility	5JW85AV	HP IDS DSCP10004GBi9-8950HKStudioG5BNBPC
High-End and workstation mobility	5JW86AV	HPIDSDP10004GBi9-8950HKStudiox360G5BNBPC
Workstation CTO Modules	5KD32AV	Intel Core i7- 8700k 6C 95W
Workstation CTO Modules	5KK13AV	Win 10 Pro 64 HIE
Workstation CTO Modules	5KK13AV#ABA	Win 10 Pro 64 HIE
Workstation CTO Modules	5KV70AV	HP Z Turbo Drv M.2 2TB TLC SSD
Workstation CTO Modules	5KV73AV	HP Z Turbo Drv M.2 2TB TLC SSD
Workstation CTO Modules	5KV93AV	AMD Rdn 2GB R7 430 2DP Graphics
Workstation CTO Modules	5KV94AV	AMD Rdn 2GB R7 430 2DP 2nd Graphics
Workstation CTO Modules	5KV95AV	AMD Rdn R7 430 2GB DP VGA Graphics
Workstation CTO Modules	5KV96AV	AMD Rdn 8GB RX580 3DP 1HDMI Graphics
Workstation CTO Modules	5KV97AV	Intel CFL Core i5+ vpro Label
Workstation CTO Modules	5KV98AV	Intel CFL Core i7+ vpro Label
High-End and workstation mobility	5KY93AV	HP IDS i9-8950HK 17 G5 BNBPC
High-End and workstation mobility	5KY98AV	HP IDS DSC P1000 4GB i9-8950HK 15G5BNBPC
High-End and workstation mobility	5KY99AV	HP IDS DSC P2000 4GB i9-8950HK 15G5BNBPC
High-End and workstation mobility	5KZ00AV	HP IDS DSC WX 4150 4GBi9-8950HK15G5BNBPC
Workstation CTO Modules	5LP77AV	USB-C to DisplayPort Adapter
Workstation CTO Modules	5LP78AV	USB-C to HDMI Adapter
Workstation CTO Modules	5LP79AV	USB-C to VGA Adapter
Workstation CTO Modules	5LP84AV	USB-C to DisplayPort Adapter
Workstation CTO Modules	5LP85AV	USB-C to HDMI Adapter
Workstation CTO Modules	5LP86AV	USB-C to VGA Adapter
Workstation CTO Modules	5LP88AV	NvdQdr RTX 5000 16GB (4)DP+USBc Graphics
Workstation CTO Modules	5LP89AV	NVIDIA Qdr RTX 4000 8GB 3DP+USBcGraphics
Workstation CTO Modules	5LP90AV	USB-C to DisplayPort Adapter
Workstation CTO Modules	5LP91AV	USB-C to HDMI Adapter
Workstation CTO Modules	5LP92AV	USB-C to VGA Adapter
Workstation CTO Modules	5LR99AV	Nvd Qdr 16GB RTX 5000 Graphics
Workstation CTO Modules	5LS00AV	NvdQdr 16GB RTX 5000 (4)DP+USBc Graphics
Workstation CTO Modules	5LS01AV	Nvd Qdr 24GB RTX6000 (4)DP+USBc Graphics
Workstation CTO Modules	5LS02AV	NvdQdr 24GB RTX 6000 (4)DP+USBc Graphics
Workstation CTO Modules	5LS03AV	NVIDIA Qdr RTX 4000 8GB 3DP+USBcGraphics
Workstation CTO Modules	5LS04AV	Nvd Qdr 8GB RTX 4000 (3)DP+USBc Graphics
Workstation CTO Modules	5LS05AV	Nvd Qdr 8GB x4000 3rd Graphics
Workstation CTO Modules	5LS06AV	Nvd Qdr 8GB x4000 4th Graphics
Workstation CTO Modules	5LS07AV	NvdQdr RTX 5000 16GB (4)DP+USBc Graphics
Workstation CTO Modules	5LS08AV	NvdQdr 16GB RTX 5000 (4)DP+USBc Graphics
Workstation CTO Modules	5LS09AV	Nvd Qdr 24GB RTX6000 (4)DP+USBc Graphics
Workstation CTO Modules	5LS10AV	NvdQdr 24GB RTX 6000 (4)DP+USBc Graphics
Workstation CTO Modules	5LS11AV	NVIDIA Qdr RTX 4000 8GB 3DP+USBcGraphics
Workstation CTO Modules	5LS12AV	Nvd Qdr 8GB RTX 4000 (3)DP+USBc Graphics
Workstation CTO Modules	5LS15AV	NvdQdr RTX 5000 16GB (4)DP+USBc Graphics

Workstation CADD Catalog Category	Part Number/SKU	Description
Workstation CTO Modules	5LS17AV	Nvd Qdr 24GB RTX6000 (4)DP+USBc Graphics
Workstation CTO Modules	5LS19AV	NVIDIA Qdr RTX 4000 8GB 3DP+USBcGraphics
Workstation CTO Modules	5LS20AV	Nvd Qdr 8GB RTX 4000 (3)DP+USBc Graphics
High-End and workstation mobility	5MB89AV	HP IDS DSC VR BP G2 i7-8850H PC
High-End Workstations	5MC92AV	HP Z8 G4 Ext L WKS
Workstation CTO Modules	5MT00AV	HP Z Turbo Drv M.2 2TB TLC SSD
High-End and workstation mobility	5PE03AV	HP IDS UMA i3-8145U x360 830 G6 BNBPC
High-End and workstation mobility	5PE04AV	HP IDS UMA i5-8265U x360 830 G6 BNBPC
High-End and workstation mobility	5PE05AV	HP IDS UMA i7-8565U x360 830 G6 BNBPC
High-End and workstation mobility	5PE06AV	HP IDS UMA i5-8365U x360 830 G6 BNBPC
High-End and workstation mobility	5PE07AV	HP IDS UMA i7-8665U QSR x360 830 G6BNBPC
High-End and workstation mobility	5PE08AV	HP IDS UMA i7-8665U x360 830 G6 BNBPC
Workstation CTO Modules	5PS01AV	AMD Rdn 2GB R7 430 2DP Graphics
Workstation CTO Modules	5PS02AV	AMD Rdn R7 430 2GB DP VGA Graphics
Workstation CTO Modules	5PS04AV	NVIDIA Quadro P400 2GB w/2 mdp to DP GFX
Workstation CTO Modules	5PS05AV	MUS WD USB FPR
Workstation CTO Modules	5PZ96AV	MUS WD USB FPR
Monitors	5QG34AA	HP P224 Monitor
Monitors	5QG34AA#ABA	HP P224 Monitor
Monitors	5QG34U9	HP P224 21.5-inch Monitor HEAD ONLY
Monitors	5QG34U9#ABA	HP P224 21.5-inch Monitor HEAD ONLY
Monitors	5QG35AA	HP P244 Monitor
Monitors	5QG35AA#ABA	HP P244 Monitor
Monitors	5QG35U9	HP P244 23.8-inch Monitor HEAD ONLY
Monitors	5QG35U9#ABA	HP P244 23.8-inch Monitor HEAD ONLY
Monitors	5QG36U9	HP P274 27-inch Monitor HEAD ONLY
Monitors	5QG36U9#ABA	HP P274 27-inch Monitor HEAD ONLY
Monitors	5RD64AA	HP P174 Monitor
Monitors	5RD64AA#ABA	HP P174 Monitor
Monitors	5RD65AA	HP P204 Monitor
Monitors	5RD65AA#ABA	HP P204 Monitor
Workstation CTO Modules	5RQ54AV	500GB 7200 SATA OPAL2 SFF
Workstation CTO Modules	5RQ55AV	HP Z Turbo Drv M.2 256GB SED TLC SSD
Workstation CTO Modules	5RQ56AV	HP Z Turbo Drv M.2 512GB SED TLC SSD
Workstation CTO Modules	5RQ57AV	HP Z Turbo Drv M.2 256GB SED TLC SSD
Workstation CTO Modules	5RQ58AV	HP Z Turbo Drv M.2 512GB SED TLC SSD
Workstation CTO Modules	5RQ60AV	HP Z Turbo Drv M.2 256GB SED TLC SSD
Workstation CTO Modules	5RQ61AV	HP Z Turbo Drv M.2 512GB SED TLC SSD
Options & Accessories (Workstations)	5RR60AA	HP Z Turbo Drive 1TB TLC Z2 G4 Mini SSD
Options & Accessories (Workstations)	5RR61AA	HP Z Turbo Drive 256GB SED TLC Z2 G4 SSD
Options & Accessories (Workstations)	5RR62AA	HP Z Turbo Drive 512GB SED TLC Z2 G4 SSD
Options & Accessories (Workstations)	5RR63AA	ZTrbo Drive 256GB SED TLC Z2 G4 Mini SSD
Options & Accessories (Workstations)	5RR64AA	ZTrbo Drive 512GB SED TLC Z2 G4 Mini SSD
Options & Accessories (Workstations)	5SA16AA	HP Z Turbo Drive 512GB TLC Z2 G4 Mini SS
Workstation CTO Modules	5SC10AV	Nvd GeF 8GB RTX2080 3DP HDMI Graphics
High-End and workstation mobility	5SJ15AV	HP IDS DSC P2000 4GBE-2176MStudioG5BNBPC
High-End and workstation mobility	5SJ16AV	HP IDS DSC P2000 4GBE-2186MStudioG5BNBPC
High-End and workstation mobility	5SJ17AV	HP IDS DSC P20004GBi7-8750HStudioG5BNBPC
High-End and workstation mobility	5SJ18AV	HP IDS DSC P20004GBi7-8850HStudioG5BNBPC
High-End and workstation mobility	5SJ19AV	HP IDS DSCP20004GBi9-8950HKStudioG5BNBPC
High-End and workstation mobility	5SJ32AV	HPIDS DSCP20004GBE-2176MStudiox360G5BNBPC
High-End and workstation mobility	5SJ33AV	HPIDS DSCP20004GBE-2186MStudiox360G5BNBPC
High-End and workstation mobility	5SJ34AV	HPIDS DSCP20004GBi78750HStudiox360G5BNBPC
High-End and workstation mobility	5SJ35AV	HPIDS DSCP20004GBi78850HStudiox360G5BNBPC
High-End and workstation mobility	5SJ36AV	HPIDSDP20004GBi9-8950HKStudiox360G5BNBPC
High-End and workstation mobility	5VA22AV	HP IDS UMA R3 PRO 3300U 735 G6 BNBPC
High-End and workstation mobility	5VA23AV	HP IDS UMA R5 PRO 3500U 735 G6 BNBPC
High-End and workstation mobility	5VA24AV	HP IDS UMA R7 PRO 3700U 735 G6 BNBPC
Monitors	5VT82U9	HP E223d Docking Monitor HEAD ONLY
Monitors	5VT82U9#ABA	HP E223d Docking Monitor HEAD ONLY
High-End and workstation mobility	5VU36AV	HP IDS UMA R3 PRO 3300U 745 G6 BNBPC
High-End and workstation mobility	5VU37AV	HP IDS UMA R5 PRO 3500U 745 G6 BNBPC



Workstation CADD Catalog Category	Part Number/SKU	Description
High-End and workstation mobility	5VU38AV	HP IDS UMA R7 PRO 3700U 745 G6 BNBPC
Monitors	5WN63U9	HP E273d Docking Monitor HEAD ONLY
Monitors	5WN63U9#ABA	HP E273d Docking Monitor HEAD ONLY
Workstation CTO Modules	5XD76AV	Nvd GeF 8GB RTX2080 Graphics
Workstation CTO Modules	5XD80AV	Nvd GeF 8GB RTX2080 Graphics
Workstation CTO Modules	5XD81AV	Nvd GeF 8GB RTX2080 Graphics
Workstation CTO Modules	5XD82AV	Nvd GeF 8GB RTX2080 Graphics
Workstation CTO Modules	5YQ74AV	Win 10 Home 64 Advanced
Workstation CTO Modules	5YQ74AV#ABA	Win 10 Home 64 Advanced
Workstation CTO Modules	5YQ81AV	Win 10 Home 64 Advanced
Workstation CTO Modules	5YQ81AV#ABA	Win 10 Home 64 Advanced
Workstation CTO Modules	5YQ86AV	Win 10 Home 64 Advanced
Workstation CTO Modules	5YQ86AV#ABA	Win 10 Home 64 Advanced
Options & Accessories (Workstations)	5YS88AA	Z6G4 Xeon3204 1.9 2133 6C 85W CPU2
Options & Accessories (Workstations)	5YS89AA	Z6G4 Xeon4208 2.1 2400 8C 85W CPU2
Options & Accessories (Workstations)	5YS90AA	Z6G4 Xeon4210 2.2 2400 10C 85W CPU2
Options & Accessories (Workstations)	5YS91AA	Z6G4 Xeon4214 2.2 2400 12C 85W CPU2
Options & Accessories (Workstations)	5YS92AA	Z6G4 Xeon4215 2.5 2400 8C 85W CPU2
Options & Accessories (Workstations)	5YS93AA	Z6G4 Xeon4216 2.1 2400 100W 16C CPU2
Options & Accessories (Workstations)	5YS94AA	Z6G4 Xeon5215 2.5 2667 10C 85W CPU2
Options & Accessories (Workstations)	5YS95AA	Z6G4 Xeon5218 2.3 2667 16C 125W CPU2
Options & Accessories (Workstations)	5YS97AA	Z6G4 Xeon5222 3.8 2666 4C 105W CPU2
Options & Accessories (Workstations)	5YS98AA	Z6G4 Xeon6226 2.8 2933 12C 125W CPU2
Options & Accessories (Workstations)	5YS99AA	Z6G4 Xeon6230 2.1 2933 20C 125W CPU2
Options & Accessories (Workstations)	5YT00AA	Z6G4 Xeon6234 3.3 2933 8C 130W CPU2
Options & Accessories (Workstations)	5YT01AA	Z6G4 Xeon6238 2.1 2933 22C 140W CPU2
Options & Accessories (Workstations)	5YT02AA	Z6G4 Xeon6240 2.6 2933 18C 150W CPU2
Options & Accessories (Workstations)	5YT03AA	Z6G4 Xeon6240Y 2.6 2933 18C 150W CPU2
Options & Accessories (Workstations)	5YT04AA	Z6G4 Xeon6242 2.8 2933 16C 150W CPU2
Options & Accessories (Workstations)	5YT05AA	Z6G4 Xeon6244 3.6 2933 8C 150W CPU2
Options & Accessories (Workstations)	5YT06AA	Z6G4 Xeon6248 2.5 2933 20C 150W CPU2
Options & Accessories (Workstations)	5YT07AA	Z6G4 Xeon6252 2.1 2933 24C 150W CPU2
Options & Accessories (Workstations)	5YZ29AA	Z8G4 Xeon3204 1.9 2133 6C 85W CPU2
Options & Accessories (Workstations)	5YZ30AA	Z8G4 Xeon4208 2.1 2400 8C 85W CPU2
Options & Accessories (Workstations)	5YZ31AA	Z8G4 Xeon4210 2.2 2400 10C 85W CPU2
Options & Accessories (Workstations)	5YZ32AA	Z8G4 Xeon4214 2.2 2400 12C 85W CPU2
Options & Accessories (Workstations)	5YZ33AA	Z8G4 Xeon4215 2.5 2400 8C 85W CPU2
Options & Accessories (Workstations)	5YZ34AA	Z8G4 Xeon4216 2.1 2400 100W 16C CPU2
Options & Accessories (Workstations)	5YZ35AA	Z8G4 Xeon5215 2.5 2667 10C 85W CPU2
Options & Accessories (Workstations)	5YZ37AA	Z8G4 Xeon5218 2.3 2667 16C 125W CPU2
Options & Accessories (Workstations)	5YZ38AA	Z8G4 Xeon5220 2.2 2667 18C 105W CPU2
Options & Accessories (Workstations)	5YZ39AA	Z8G4 Xeon5222 3.8 2666 4C 105W CPU2
Options & Accessories (Workstations)	5YZ40AA	Z8G4 Xeon6226 2.7 2933 12C 125W CPU2
Options & Accessories (Workstations)	5YZ41AA	Z8G4 Xeon6230 2.1 2933 20C 125W CPU2
Options & Accessories (Workstations)	5YZ42AA	Z8G4 Xeon6234 3.3 2933 8C 130W CPU2
Options & Accessories (Workstations)	5YZ43AA	Z8G4 Xeon6238 2.1 2933 22C 140W CPU2
Options & Accessories (Workstations)	5YZ44AA	Z8G4 Xeon6240 2.6 2933 18C 150W CPU2
Options & Accessories (Workstations)	5YZ45AA	Z8G4 Xeon6240C 2.6 2933 18C 150W CPU2
Options & Accessories (Workstations)	5YZ46AA	Z8G4 Xeon6242 2.8 2933 16C 150W CPU2
Options & Accessories (Workstations)	5YZ47AA	Z8G4 Xeon6244 3.6 2933 8C 150W CPU2
Options & Accessories (Workstations)	5YZ48AA	Z8G4 Xeon6248 2.5 2933 20C 150W CPU2
Options & Accessories (Workstations)	5YZ49AA	Z8G4 Xeon6252 2.1 2933 24C 150W CPU2
Options & Accessories (Workstations)	5YZ50AA	Z8G4 Xeon6254 3.1 2933 18C 200W CPU2
Options & Accessories (Workstations)	5YZ51AA	Z8G4 Xeon8260 2.4 2933 24C 165W CPU2
Options & Accessories (Workstations)	5YZ52AA	Z8G4 Xeon8260M 2.4 2933 24C 165W CPU2
Options & Accessories (Workstations)	5YZ53AA	Z8G4 Xeon8280 2.7 2933 28C 205W CPU2
Options & Accessories (Workstations)	5YZ54AA	16GB DDR4-2933 (1x16GB) ECC RegRAM
Options & Accessories (Workstations)	5YZ55AA	32GB DDR4-2933 (1x32GB) ECC RegRAM
Options & Accessories (Workstations)	5YZ56AA	8GB DDR4-2933 (1x8GB) ECC RegRAM
Options & Accessories (Workstations)	5YZ57AA	64GB DDR4-2933 (1x64GB) ECC RegRAM
Options & Accessories (Workstations)	5ZB33AA	Z6G4 Xeon4214Y 2.2 2400 12C 85W CPU2
Options & Accessories (Workstations)	5ZB34AA	Z8G4 Xeon4214Y 2.2 2400 12C 85W CPU2

Workstation CADD Catalog Category	Part Number/SKU	Description
Workstation CTO Modules	6BM97AV	INT Opt 905p 380GB M.2 PCIe Dual SSD
Workstation CTO Modules	6BM98AV	INT Opt 905p 380GB M.2 PCIe Dual 2nd SSD
Workstation CTO Modules	6BM99AV	INT Opt 905p 380GB M.2 PCIe Quad SSD
Workstation CTO Modules	6BN00AV	INT Opt 905p 380GB M.2 PCIe Quad 2nd SSD
Workstation CTO Modules	6BN01AV	INT Opt 905p 380GB M.2 PCIe Quad 3rd SSD
Workstation CTO Modules	6BN02AV	INT Opt 905p 380GB M.2 PCIe Quad 4th SSD
Workstation CTO Modules	6BQ07AV	INT Opt 905p 380GB M.2 PCIe Quad SSD
Workstation CTO Modules	6BQ08AV	INT Opt 905p 380GB M.2 PCIe Quad 2nd SSD
Workstation CTO Modules	6BQ09AV	INT Opt 905p 380GB M.2 PCIe Quad 3rd SSD
Workstation CTO Modules	6BQ10AV	INT Opt 905p 380GB M.2 PCIe Quad 4th SSD
Workstation CTO Modules	6BQ11AV	INT Opt 905p 380GB M.2 PCIe NVMe SSD
Workstation CTO Modules	6BQ12AV	INT Opt 905p 380GB M.2 PCIe NVMe 2nd SSD
Workstation CTO Modules	6BQ13AV	INT Opt 905p 380GB M.2 PCIe NVMe 3rd SSD
Workstation CTO Modules	6BQ14AV	INT Opt 905p 380GB M.2 PCIe NVMe 4th SSD
Workstation CTO Modules	6BQ15AV	INT Opt 905p 380GB M.2 PCIe Quad SSD
Workstation CTO Modules	6BQ16AV	INT Opt 905p 380GB M.2 PCIe Quad 2nd SSD
Workstation CTO Modules	6BQ17AV	INT Opt 905p 380GB M.2 PCIe Quad 3rd SSD
Workstation CTO Modules	6BQ18AV	INT Opt 905p 380GB M.2 PCIe Quad 4th SSD
Workstation CTO Modules	6BQ23AV	128GB (4x32GB) DDR4 2666 ECC
Workstation CTO Modules	6BQ25AV	128GB (4x32GB) DDR4 2666 NECC
Workstation CTO Modules	6BQ27AV	64GB (2x32GB) DDR4 2666 ECC
Workstation CTO Modules	6BQ29AV	64GB (2x32GB) DDR4 2666 NECC
Workstation CTO Modules	6BQ36AV	128GB (4x32GB) DDR4 2666 ECC
Workstation CTO Modules	6BQ38AV	128GB (4x32GB) DDR4 2666 NECC
Workstation CTO Modules	6BQ40AV	64GB (2x32GB) DDR4 2666 ECC
Workstation CTO Modules	6BQ42AV	64GB (2x32GB) DDR4 2666 NECC
Workstation CTO Modules	6BQ45AV	32GB (1x32GB) DDR4 2666 ECC
Workstation CTO Modules	6BQ46AV	32GB (1x32GB) DDR4 2666 NECC
Workstation CTO Modules	6BQ47AV	64GB (2x32GB) DDR4 2666 ECC
Workstation CTO Modules	6BQ48AV	64GB (2x32GB) DDR4 2666 NECC
High-End and workstation mobility	6CJ02AV	HP IDS DSC T1000 4GB i5-9300H 15 G6BNBPC
High-End and workstation mobility	6CJ03AV	HP IDS DSC T1000 4GB i5-9400H 15 G6BNBPC
High-End and workstation mobility	6CJ04AV	HP IDS DSC T1000 4GB i7-9750H 15 G6BNBPC
High-End and workstation mobility	6CJ05AV	HP IDS DSC T1000 4GB i7-9850H 15 G6BNBPC
High-End and workstation mobility	6CJ06AV	HP IDS DSC T1000 4GB i9-9880H 15 G6BNBPC
High-End and workstation mobility	6CJ07AV	HP IDS DSC T1000 4GB E-2286M 15 G6 BNBPC
High-End and workstation mobility	6CJ08AV	HP IDS DSC T2000 4GB i5-9400H 15 G6BNBPC
High-End and workstation mobility	6CJ09AV	HP IDS DSC T2000 4GB i7-9850H 15 G6BNBPC
High-End and workstation mobility	6CJ10AV	HP IDS DSC T2000 4GB i9-9880H 15 G6BNBPC
High-End and workstation mobility	6CJ11AV	HP IDS DSC T2000 4GB E-2286M 15 G6 BNBPC
High-End and workstation mobility	6CJ12AV	HP IDS UMA i5-9300H 15 G6 BNBPC
High-End and workstation mobility	6CK20AV	HP IDS i5-9300H 17 G6 BNBPC
High-End and workstation mobility	6CK21AV	HP IDS i5-9400H 17 G6 BNBPC
High-End and workstation mobility	6CK22AV	HP IDS i7-9750H 17 G6 BNBPC
High-End and workstation mobility	6CK23AV	HP IDS i7-9850H 17 G6 BNBPC
High-End and workstation mobility	6CK24AV	HP IDS i9-9880H 17 G6 BNBPC
High-End and workstation mobility	6CK25AV	HP IDS E-2286M 17 G6 BNBPC
Workstation CTO Modules	6CN22AV	1.5TB (24x64GB) DDR4 2933 ECC REG 2CPU
Workstation CTO Modules	6CN24AV	128GB (4x32GB) DDR4 2933 ECC REG 2CPU
Workstation CTO Modules	6CN25AV	128GB (4x32GB) DDR4 2933 DIMM ECC REG
Workstation CTO Modules	6CN28AV	128GB (8x16GB) DDR4 2933 ECC REG 2CPU
Workstation CTO Modules	6CN30AV	16GB (2x8GB) DDR4 2933 ECC REG 2CPU
Workstation CTO Modules	6CN31AV	16GB (2x8GB) DDR4 2933 DIMM ECC REG
Workstation CTO Modules	6CN34AV	192GB (12x16GB) DDR4 2933 ECC REG 2CPU
Workstation CTO Modules	6CN35AV	192GB (12x16GB) DDR4 2933 DIMM ECC REG
Workstation CTO Modules	6CN38AV	192GB (24x8GB) DDR4 2933 ECC REG 2CPU
Workstation CTO Modules	6CN40AV	192GB (6x32GB) DDR4 2933 ECC REG 2CPU
Workstation CTO Modules	6CN41AV	192GB (6x32GB) DDR4 2933 DIMM ECC REG
Workstation CTO Modules	6CN44AV	1TB (16x64GB) DDR4 2933 ECC REG 2CPU
Workstation CTO Modules	6CN46AV	24GB (3x8GB) DDR4 2933 DIMM ECC REG
Workstation CTO Modules	6CN48AV	256GB (4x64GB) DDR4 2933 ECC REG 2CPU
Workstation CTO Modules	6CN49AV	256GB (4x64GB) DDR4 2933 DIMM ECC REG

Workstation CADD Catalog Category	Part Number/SKU	Description
Workstation CTO Modules	6CN52AV	256GB (8x32GB) DDR4 2933 ECC REG 2CPU
Workstation CTO Modules	6CN53AV	256GB (8x32GB) DDR4 2933 DIMM ECC REG
Workstation CTO Modules	6CN56AV	32GB (2x16GB) DDR4 2933 DIMM ECC REG
Workstation CTO Modules	6CN58AV	32GB (4x8GB) DDR4 2933 ECC REG 2CPU
Workstation CTO Modules	6CN59AV	32GB (4x8GB) DDR4 2933 DIMM ECC REG
Workstation CTO Modules	6CN62AV	384GB (12x32GB) DDR4 2933 ECC REG 2CPU
Workstation CTO Modules	6CN63AV	384GB (12x32GB) DDR4 2933 DIMM ECC REG
Workstation CTO Modules	6CN66AV	384GB (24x16GB) DDR4 2933 ECC REG 2CPU
Workstation CTO Modules	6CN68AV	384GB (6x64GB) DDR4 2933 ECC REG 2CPU
Workstation CTO Modules	6CN69AV	384GB (6x64GB) DDR4 2933 ECC REG
Workstation CTO Modules	6CN72AV	48GB (3x16GB) DDR4 2933 DIMM ECC REG
Workstation CTO Modules	6CN74AV	48GB (6x8GB) DDR4 2933 ECC REG 2CPU
Workstation CTO Modules	6CN75AV	48GB (6x8GB) DDR4 2933 DIMM ECC REG
Workstation CTO Modules	6CN78AV	512GB (8x64GB) DDR4 2933 ECC REG 2CPU
Workstation CTO Modules	6CN79AV	512GB (8x64GB) DDR4 2933 DIMM ECC REG
Workstation CTO Modules	6CN82AV	64GB (2x32GB) DDR4 2933 DIMM ECC REG
Workstation CTO Modules	6CN84AV	64GB (4x16GB) DDR4 2933 ECC REG 2CPU
Workstation CTO Modules	6CN85AV	64GB (4x16GB) DDR4 2933 DIMM ECC REG
Workstation CTO Modules	6CN88AV	64GB (8x8GB) DDR4 2933 ECC REG 2CPU
Workstation CTO Modules	6CN90AV	768GB (12x64GB) DDR4 2933 ECC REG 2CPU
Workstation CTO Modules	6CN91AV	768GB (12x64GB) DDR4 2933 DIMM ECC REG
Workstation CTO Modules	6CN94AV	768GB (24x32GB) DDR4 2933 ECC REG 2CPU
Workstation CTO Modules	6CN96AV	8GB (1x8GB) DDR4 2933 DIMM ECC REG
Workstation CTO Modules	6CN98AV	96GB (12x8GB) DDR4 2933 ECC REG 2CPU
Workstation CTO Modules	6CN99AV	96GB (12x8GB) DDR4 2933 DIMM ECC REG
Workstation CTO Modules	6CP02AV	96GB (3x32GB) DDR4 2933 DIMM ECC REG
Workstation CTO Modules	6CP04AV	96GB (6x16GB) DDR4 2933 ECC REG 2CPU
Workstation CTO Modules	6CP05AV	96GB (6x16GB) DDR4 2933 DIMM ECC REG
Workstation CTO Modules	6CP76AV	128GB (4x32GB) DDR4 2933 ECC REG 2CPU
Workstation CTO Modules	6CP77AV	128GB (4x32GB) DDR4 2933 DIMM ECC REG
Workstation CTO Modules	6CP80AV	128GB (8x16GB) DDR4 2933 ECC REG 2CPU
Workstation CTO Modules	6CP82AV	16GB (2x8GB) DDR4 2933 ECC REG 2CPU
Workstation CTO Modules	6CP83AV	16GB (2x8GB) DDR4 2933 DIMM ECC REG
Workstation CTO Modules	6CP86AV	192GB (12x16GB) DDR4 2933 ECC REG 2CPU
Workstation CTO Modules	6CP88AV	192GB (6x32GB) DDR4 2933 ECC REG 2CPU
Workstation CTO Modules	6CP89AV	192GB (6x32GB) DDR4 2933 DIMM ECC REG
Workstation CTO Modules	6CP92AV	24GB (3x8GB) DDR4 2933 DIMM ECC REG
Workstation CTO Modules	6CP94AV	256GB (4x64GB) DDR4 2933 ECC REG 2CPU
Workstation CTO Modules	6CP95AV	256GB (4x64GB) DDR4 2933 DIMM ECC REG
Workstation CTO Modules	6CP98AV	256GB (8x32GB) DDR4 2933 ECC REG 2CPU
Workstation CTO Modules	6CQ00AV	32GB (2x16GB) DDR4 2933 DIMM ECC REG
Workstation CTO Modules	6CQ02AV	32GB (4x8GB) DDR4 2933 DIMM ECC REG
Workstation CTO Modules	6CQ03AV	32GB (4x8GB) DDR4 2933 ECC REG 2CPU
Workstation CTO Modules	6CQ06AV	384GB (12x32GB) DDR4 2933 ECC REG 2CPU
Workstation CTO Modules	6CQ08AV	384GB (6x64GB) DDR4 2933 ECC REG 2CPU
Workstation CTO Modules	6CQ09AV	384GB (6x64GB) DDR4 2933 ECC REG
Workstation CTO Modules	6CQ12AV	48GB (3x16GB) DDR4 2933 DIMM ECC REG
Workstation CTO Modules	6CQ14AV	48GB (6x8GB) DDR4 2933 ECC REG 2CPU
Workstation CTO Modules	6CQ15AV	48GB (6x8GB) DDR4 2933 DIMM ECC REG
Workstation CTO Modules	6CQ18AV	512GB (8x64GB) DDR4 2933 ECC REG 2CPU
Workstation CTO Modules	6CQ20AV	64GB (2x32GB) DDR4 2933 DIMM ECC REG
Workstation CTO Modules	6CQ22AV	64GB (4x16GB) DDR4 2933 DIMM ECC REG
Workstation CTO Modules	6CQ23AV	64GB (4x16GB) DDR4 2933 ECC REG 2CPU
Workstation CTO Modules	6CQ26AV	64GB (8x8GB) DDR4 2933 ECC REG 2CPU
Workstation CTO Modules	6CQ28AV	8GB (1x8GB) DDR4 2933 DIMM ECC REG
Workstation CTO Modules	6CQ30AV	96GB (12x8GB) DDR4 2933 ECC REG 2CPU
Workstation CTO Modules	6CQ32AV	96GB (3x32GB) DDR4 2933 DIMM ECC REG
Workstation CTO Modules	6CQ34AV	96GB (6x16GB) DDR4 2933 DIMM ECC REG
Workstation CTO Modules	6CQ35AV	96GB (6x16GB) DDR4 2933 ECC REG 2CPU
Workstation CTO Modules	6CX04AV	HP Z2 TWR 90 650W Chassis
Workstation CTO Modules	6CX10AV	HP Z2 SFF 92 400W Chassis
Workstation CTO Modules	6CX13AV	Intel Core i7- 9800X 3.8GHz 8C 165W

Workstation CADD Catalog Category	Part Number/SKU	Description
Workstation CTO Modules	6CX17AV	Intel Xeon 3204 1.9 6C 85 1st
Workstation CTO Modules	6CX18AV	Intel Xeon 3204 1.9 6C 85 2nd
Workstation CTO Modules	6CX19AV	Intel Xeon 4208 2.1 8C 85 1st
Workstation CTO Modules	6CX20AV	Intel Xeon 4208 2.1 8C 85 2nd
Workstation CTO Modules	6CX21AV	Intel Xeon 4210 2.2 10C 85 1st
Workstation CTO Modules	6CX22AV	Intel Xeon 4210 2.2 10C 85 2nd
Workstation CTO Modules	6CX23AV	Intel Xeon 4214 2.2 12C 85 1st
Workstation CTO Modules	6CX24AV	Intel Xeon 4214 2.2 12C 85 2nd
Workstation CTO Modules	6CX25AV	Intel Xeon 4214Y 2.2 12C 85 1st
Workstation CTO Modules	6CX26AV	Intel Xeon 4214Y 2.2 12C 85 2nd
Workstation CTO Modules	6CX27AV	Intel Xeon 4215 2.5 8C 85 1st
Workstation CTO Modules	6CX28AV	Intel Xeon 4215 2.5 8C 85 2nd
Workstation CTO Modules	6CX29AV	Intel Xeon 4216 2.1 16C 100 1st
Workstation CTO Modules	6CX30AV	Intel Xeon 4216 2.1 16C 100 2nd
Workstation CTO Modules	6CX31AV	Intel Xeon 5215 2.5 10C 85 1st
Workstation CTO Modules	6CX32AV	Intel Xeon 5215 2.5 10C 85 2nd
Workstation CTO Modules	6CX33AV	Intel Xeon 5215M 2.5 10C 85 1st
Workstation CTO Modules	6CX34AV	Intel Xeon 5215M 2.5 10C 85 2nd
Workstation CTO Modules	6CX35AV	Intel Xeon 5218 2.3 16C 125 1st
Workstation CTO Modules	6CX36AV	Intel Xeon 5218 2.3 16C 125 2nd
Workstation CTO Modules	6CX37AV	Intel Xeon 5220 2.2 18C 105 1st
Workstation CTO Modules	6CX38AV	Intel Xeon 5220 2.2 18C 105 2nd
Workstation CTO Modules	6CX39AV	Intel Xeon 5222 3.8 4C 105 1st
Workstation CTO Modules	6CX40AV	Intel Xeon 5222 3.8 4C 105 2nd
Workstation CTO Modules	6CX41AV	Intel Xeon 6226 2.7 12C 125 1st
Workstation CTO Modules	6CX42AV	Intel Xeon 6226 2.7 12C 125 2nd
Workstation CTO Modules	6CX43AV	Intel Xeon 6230 2.1 20C 125 1st
Workstation CTO Modules	6CX44AV	Intel Xeon 6230 2.1 20C 125 2nd
Workstation CTO Modules	6CX45AV	Intel Xeon 6234 3.3 8C 130 1st
Workstation CTO Modules	6CX46AV	Intel Xeon 6234 3.3 8C 130 2nd
Workstation CTO Modules	6CX47AV	Intel Xeon 6238 2.1 22C 140 1st
Workstation CTO Modules	6CX48AV	Intel Xeon 6238 2.1 22C 140 2nd
Workstation CTO Modules	6CX49AV	Intel Xeon 6240 2.6 18C 150 1st
Workstation CTO Modules	6CX50AV	Intel Xeon 6240 2.6 18C 150 2nd
Workstation CTO Modules	6CX51AV	Intel Xeon 6240Y 2.6 18C 150 1st
Workstation CTO Modules	6CX52AV	Intel Xeon 6240Y 2.6 18C 150 2nd
Workstation CTO Modules	6CX53AV	Intel Xeon 6242 2.8 16C 150 1st
Workstation CTO Modules	6CX54AV	Intel Xeon 6242 2.8 16C 150 2nd
Workstation CTO Modules	6CX55AV	Intel Xeon 6244 3.6 8C 150 1st
Workstation CTO Modules	6CX56AV	Intel Xeon 6244 3.6 8C 150 2nd
Workstation CTO Modules	6CX57AV	Intel Xeon 6248 2.5 20C 150 1st
Workstation CTO Modules	6CX58AV	Intel Xeon 6248 2.5 20C 150 2nd
Workstation CTO Modules	6CX59AV	Intel Xeon 6252 2.1 24C 150 1st
Workstation CTO Modules	6CX60AV	Intel Xeon 6252 2.1 24C 150 2nd
Workstation CTO Modules	6CX61AV	Intel Xeon 6254 3.1 18C 200 1st
Workstation CTO Modules	6CX62AV	Intel Xeon 6254 3.1 18C 200 2nd
Workstation CTO Modules	6CX63AV	Intel Xeon 8260 2.4 24C 165 1st
Workstation CTO Modules	6CX64AV	Intel Xeon 8260 2.4 24C 165 2nd
Workstation CTO Modules	6CX65AV	Intel Xeon 8260M 2.4 24C 165 1st
Workstation CTO Modules	6CX66AV	Intel Xeon 8260M 2.4 24C 165 2nd
Workstation CTO Modules	6CX67AV	Intel Xeon 8280 2.7 28C 205 1st
Workstation CTO Modules	6CX68AV	Intel Xeon 8280 2.7 28C 205 2nd
Workstation CTO Modules	6CX99AV	Intel Xeon 3204 1.9 6C 85 1st
Workstation CTO Modules	6CY00AV	Intel Xeon 3204 1.9 6C 85 2nd
Workstation CTO Modules	6CY01AV	Intel Xeon 4208 2.1 8C 85 1st
Workstation CTO Modules	6CY02AV	Intel Xeon 4208 2.1 8C 85 2nd
Workstation CTO Modules	6CY03AV	Intel Xeon 4210 2.2 10C 85 1st
Workstation CTO Modules	6CY04AV	Intel Xeon 4210 2.2 10C 85 2nd
Workstation CTO Modules	6CY05AV	Intel Xeon 4214 2.2 12C 85 1st
Workstation CTO Modules	6CY06AV	Intel Xeon 4214 2.2 12C 85 2nd
Workstation CTO Modules	6CY07AV	Intel Xeon 4214Y 2.2 12C 85 1st
Workstation CTO Modules	6CY08AV	Intel Xeon 4214Y 2.2 12C 85 2nd

Workstation CADD Catalog Category	Part Number/SKU	Description
Workstation CTO Modules	6CY09AV	Intel Xeon 4215 2.5 8C 85 1st
Workstation CTO Modules	6CY10AV	Intel Xeon 4215 2.5 8C 85 2nd
Workstation CTO Modules	6CY11AV	Intel Xeon 4216 2.1 16C 100 1st
Workstation CTO Modules	6CY12AV	Intel Xeon 4216 2.1 16C 100 2nd
Workstation CTO Modules	6CY13AV	Intel Xeon 5215 2.5 10C 85 1st
Workstation CTO Modules	6CY14AV	Intel Xeon 5215 2.5 10C 85 2nd
Workstation CTO Modules	6CY15AV	Intel Xeon 5218 2.3 16C 125 1st
Workstation CTO Modules	6CY16AV	Intel Xeon 5218 2.3 16C 125 2nd
Workstation CTO Modules	6CY17AV	Intel Xeon 5220 2.2 18C 105 1st
Workstation CTO Modules	6CY18AV	Intel Xeon 5220 2.2 18C 105 2nd
Workstation CTO Modules	6CY19AV	Intel Xeon 5222 3.8 4C 105 1st
Workstation CTO Modules	6CY20AV	Intel Xeon 5222 3.8 4C 105 2nd
Workstation CTO Modules	6CY21AV	Intel Xeon 6226 2.7 12C 125 1st
Workstation CTO Modules	6CY22AV	Intel Xeon 6226 2.7 12C 125 2nd
Workstation CTO Modules	6CY23AV	Intel Xeon 6230 2.1 20C 125 1st
Workstation CTO Modules	6CY24AV	Intel Xeon 6230 2.1 20C 125 2nd
Workstation CTO Modules	6CY25AV	Intel Xeon 6234 3.3 8C 130 1st
Workstation CTO Modules	6CY26AV	Intel Xeon 6234 3.3 8C 130 2nd
Workstation CTO Modules	6CY27AV	Intel Xeon 6238 2.1 22C 140 1st
Workstation CTO Modules	6CY28AV	Intel Xeon 6238 2.1 22C 140 2nd
Workstation CTO Modules	6CY29AV	Intel Xeon 6240 2.6 18C 150 1st
Workstation CTO Modules	6CY30AV	Intel Xeon 6240 2.6 18C 150 2nd
Workstation CTO Modules	6CY31AV	Intel Xeon 6240Y 2.6 18C 150 1st
Workstation CTO Modules	6CY32AV	Intel Xeon 6240Y 2.6 18C 150 2nd
Workstation CTO Modules	6CY33AV	Intel Xeon 6242 2.8 16C 150 1st
Workstation CTO Modules	6CY34AV	Intel Xeon 6242 2.8 16C 150 2nd
Workstation CTO Modules	6CY35AV	Intel Xeon 6244 3.6 8C 150 1st
Workstation CTO Modules	6CY36AV	Intel Xeon 6244 3.6 8C 150 2nd
Workstation CTO Modules	6CY37AV	Intel Xeon 6248 2.5 20C 150 1st
Workstation CTO Modules	6CY38AV	Intel Xeon 6248 2.5 20C 150 2nd
Workstation CTO Modules	6CY39AV	Intel Xeon 6252 2.1 24C 150 1st
Workstation CTO Modules	6CY40AV	Intel Xeon 6252 2.1 24C 150 2nd
Workstation CTO Modules	6CY41AV	Intel Xeon 6254 3.1 18C 200 1st
Workstation CTO Modules	6CY42AV	Intel Xeon 8260 2.4 24C 165 1st
Workstation CTO Modules	6CY43AV	Intel Xeon 8280 2.7 28C 205 1st
Options & Accessories (Workstations)	6EU82AA	HP Z Turbo Drive 256GB TLC Z2 G4 SSD
Options & Accessories (Workstations)	6EU83AA	HP Z Turbo Drive 512GB TLC Z2 G4 SSD
Options & Accessories (Workstations)	6EU84AA	HP Z Turbo Drive 1TB TLC Z2 G4 SSD
Options & Accessories (Workstations)	6FR89AA	32GB (1x32GB) DDR4-2666 nECC SODIMM RAM
Options & Accessories (Workstations)	6FR90AA	32GB (1x32GB) DDR4-2666 ECC SODIMM RAM
Options & Accessories (Workstations)	6FR91AA	32GB (1x32GB) DDR4-2666 nECC Unbuff RAM
Options & Accessories (Workstations)	6FR92AA	32GB (1x32GB) DDR4-2666 ECC Unbuff RAM
Workstation CTO Modules	6FT70AV	768GB (12x64GB) DDR4 2933 ECC REG 2CPU
Options & Accessories (Workstations)	6FY11AA	Quadro RTX NVLink High-BW 2-slot Bridge
Options & Accessories (Workstations)	6FY12AA	Quadro RTX NVLink 2-slot Bridge
Options & Accessories (Workstations)	6FY13AA	Quadro RTX NVLink High-BW 3-slot Bridge
Options & Accessories (Workstations)	6FY14AA	Quadro RTX NVLink 3-slot Bridge
Monitors	6GJ95AA	HP E344c Curved Display
Monitors	6GJ95AA#ABA	HP E344c Curved Display
Monitors	6GJ95U9	HP EliteDisplay E344c HEAD ONLY
Monitors	6GJ95U9#ABA	HP EliteDisplay E344c HEAD ONLY
Entry/Value Workstations	6GS95AV	HP Z2 Mini G4 H Perf AMS WKS
Workstation CTO Modules	6GS97AV	Nvd Qdr 4GB P600 Graphics
Workstation CTO Modules	6JH78AV	Nvd Qdr P620 2GB 2nd Graphics
Workstation CTO Modules	6KL58AV	Intel Xeon W-3223 3.5 8C 160W
Workstation CTO Modules	6KL59AV	Intel Xeon W-3225 3.7 8C 160W
Workstation CTO Modules	6KL60AV	Intel Xeon W-3235 3.3 12C 180W
Workstation CTO Modules	6KL61AV	Intel Xeon W-3245 3.2 16C 205W
Options & Accessories (Workstations)	6LA63AA	Intel Optane 905P DualPro 380GB PCIe SSD
Options & Accessories (Workstations)	6LA64AA	Intel Optane 905P 380GB Z8G4 PM SSD
Options & Accessories (Workstations)	6LA65AA	IntelOptane 905P QuadPro 2x380GB PCIeSSD
Options & Accessories (Workstations)	6LA66AA	Intel Optane 905P 380GB M.2 SSD Module

Workstation CADD Catalog Category	Part Number/SKU	Description
Entry/Value Workstations	6ME29AV	HP RCTO Z1 Tower G5 Ent WKS
Workstation CTO Modules	6MX80AV	NVIDIA Gef RTX2080Ti 11GB GFX
Workstation CTO Modules	6MX81AV	Nvd Gef RTX2070 8GB Graphics
Workstation CTO Modules	6MX82AV	INT Opt 128GB(1x128) NVDIMM 1CPU Storage
Workstation CTO Modules	6MX83AV	INT Opt 256GB(2x128) NVDIMM 1CPU Storage
Workstation CTO Modules	6MX84AV	INT Opt 256GB(2x128) NVDIMM 2CPU Storage
Workstation CTO Modules	6MX87AV	Nvd Gef RTX2070 8GB Graphics
Workstation CTO Modules	6MX89AV	NVIDIA Gef RTX2080Ti 11GB GFX
Workstation CTO Modules	6MX90AV	Nvd Gef RTX2070 8GB Graphics
Workstation CTO Modules	6MX93AV	INT Opt 128GB(1x128) NVDIMM 1CPU Storage
Workstation CTO Modules	6MX94AV	INT Opt 256GB(2x128) NVDIMM 1CPU Storage
Workstation CTO Modules	6MX95AV	INT Opt 256GB(2x128) NVDIMM 2CPU Storage
Workstation CTO Modules	6MZ68AV	Nvd Gef 11GB RTX2080Ti Graphics
Workstation CTO Modules	6MZ69AV	Nvd Gef 8GB RTX2070 Graphics
Workstation CTO Modules	6MZ70AV	Optane 128GB(1x128GB) NVDIMM 1CPU Memory
Workstation CTO Modules	6MZ71AV	Optane 256GB(2x128GB) NVDIMM 1CPU Memory
Workstation CTO Modules	6MZ72AV	Optane 512GB(4x128GB) NVDIMM 2CPU Memory
Workstation CTO Modules	6MZ78AV	Nvd Gef 11GB RTX2080Ti Graphics
Workstation CTO Modules	6MZ79AV	Optane 128GB(1x128GB) NVDIMM 1CPU Memory
Workstation CTO Modules	6MZ80AV	Optane 256GB(2x128GB) NVDIMM 1CPU Memory
Workstation CTO Modules	6MZ81AV	Optane 512GB(4x128GB) NVDIMM 2CPU Memory
Options & Accessories (Workstations)	6NB51AA	NVIDIA Quadro RTX 8000 48GB (4)DP+USBc
Workstation CTO Modules	6NN81AV	NVIDIA Qdr RTX 8000 48GB4DP+USBcGraphics
Workstation CTO Modules	6NN82AV	Nvd Qdr 48GB RTX 8000 (4)DP+USBcGraphics
Workstation CTO Modules	6NN99AV	Nvd Gef 8GB RTX2080 Graphics
Workstation CTO Modules	6NP18AV	NVIDIA Qdr RTX 8000 48GB4DP+USBcGraphics
Workstation CTO Modules	6NP19AV	Nvd Qdr 48GB RTX 8000 (4)DP+USBcGraphics
Workstation CTO Modules	6NP23AV	NVIDIA Qdr RTX 8000 48GB4DP+USBcGraphics
Workstation CTO Modules	6NR28AV	HP Z1 TWR G5 500W Chassis
Workstation CTO Modules	6NR29AV	HP Z1 TWR G5 250W Chassis
Workstation CTO Modules	6NR31AV	Hard Disk Partitioning 20-50-30percent C
Workstation CTO Modules	6NR32AV	Hard Disk Partitioning 50-50percent Cust
Workstation CTO Modules	6NR33AV	HP 3.5 Removable SATA HDD Frame/Carrier
Workstation CTO Modules	6NR34AV	HP 800 G4/G5 TWR Dust Filter
Workstation CTO Modules	6NR36AV	HP DisplayPort Cable
Workstation CTO Modules	6NR37AV	HP DisplayPort Cable 2nd
Workstation CTO Modules	6NR38AV	HP DisplayPort Port
Workstation CTO Modules	6NR39AV	HP DisplayPort to DVI-D Adapter
Workstation CTO Modules	6NR40AV	HP DisplayPort to DVI-D Adapter 2nd
Workstation CTO Modules	6NR41AV	HP DisplayPort to HDMI True 4K Adapter
Workstation CTO Modules	6NR42AV	HP DisplayPort to VGA Adapter
Workstation CTO Modules	6NR43AV	HP DisplayPort to VGA Adapter 2nd
Workstation CTO Modules	6NR44AV	HP DVI Cable
Workstation CTO Modules	6NR45AV	HP HDMI Port
Workstation CTO Modules	6NR46AV	HP Mousepad
Workstation CTO Modules	6NR47AV	HP PCIe x1 Parallel Port Card
Workstation CTO Modules	6NR48AV	HP Serial / PS/2 Module
Workstation CTO Modules	6NR49AV	HP Serial Port Rear Wall (600/705/800)
Workstation CTO Modules	6NR50AV	HP Thunderbolt 3 PCIe x4 Card
Workstation CTO Modules	6NR51AV	HP Type-C to DisplayPort Adapter
Workstation CTO Modules	6NR52AV	HP Type-C to Type-A Hub
Workstation CTO Modules	6NR53AV	HP Type-C USB 3.1 Gen2 Port
Workstation CTO Modules	6NR54AV	HP USB to Serial Port Adapter
Workstation CTO Modules	6NR55AV	HP USB-C to USB 3.0 Adapter
Workstation CTO Modules	6NR56AV	HP VGA Port
Workstation CTO Modules	6NR57AV	China Reg CCC Compl Mark Label
Workstation CTO Modules	6NR58AV	No Microsoft Office SW
Workstation CTO Modules	6NR59AV	No need for optional ports
Workstation CTO Modules	6NR60AV	HP 800 G5 TWR BPK CKIT
Workstation CTO Modules	6NR60AV#ABA	HP 800 G5 TWR BPK CKIT
Workstation CTO Modules	6NR61AV	HP 800 G5 TWR CKIT
Workstation CTO Modules	6NR61AV#ABA	HP 800 G5 TWR CKIT

Workstation CADD Catalog Category	Part Number/SKU	Description
Workstation CTO Modules	6NR68AV	AMD Rdn R7 430 2GB DP VGA Graphics
Workstation CTO Modules	6NR69AV	AMD Rdn 2GB R7 430 2DP Graphics
Workstation CTO Modules	6NR70AV	AMD Rdn 2GB R7 430 2DP 2nd Graphics
Workstation CTO Modules	6NR71AV	AMD Rdn 2GB R7 430 DP VGA 2nd Graphics
Workstation CTO Modules	6NR72AV	AMD Rdn RX 550X 4GB DP+HDMI Graphics
Workstation CTO Modules	6NR73AV	AMD Rdn 8GB RX580 3DP 1HDMI Graphics
Workstation CTO Modules	6NR74AV	Nvd GeF GT730 2GB Graphics
Workstation CTO Modules	6NR75AV	Nvd GeF RTX2060 6GB Graphics
Workstation CTO Modules	6NR77AV	Nvd GeF 8GB RTX2080 3DP HDMI Graphics
Workstation CTO Modules	6NR78AV	Nvd GeF GT730 2GB DP DVI Graphics
Workstation CTO Modules	6NR79AV	NVIDIA Qdr P620 2GB 4mDP Graphics
Workstation CTO Modules	6NR80AV	NVIDIA Qdro P400 2GB w/2 mdp to DVI GFX
Workstation CTO Modules	6NR81AV	NVIDIA Qdr P400 2GB Graphics
Workstation CTO Modules	6NR82AV	1TB 7200 2.5
Workstation CTO Modules	6NR83AV	1TB 7200 2.5 2nd
Workstation CTO Modules	6NR84AV	1TB 7200 2.5 w/ca 2nd
Workstation CTO Modules	6NR85AV	HDD 1TB 7200RPM SATA 2.5 3rd
Workstation CTO Modules	6NR86AV	HDD 1TB 7200RPM SATA-6G 2nd
Workstation CTO Modules	6NR87AV	1TB 7200 SATA-6G 3.5
Workstation CTO Modules	6NR88AV	HDD 1TB 7200RPM SATA-6G 3rd
Workstation CTO Modules	6NR89AV	2TB 5400 2.5in
Workstation CTO Modules	6NR90AV	HDD 2TB 5400RPM SATA 2.5 2nd
Workstation CTO Modules	6NR91AV	2TB 7200 SATA 3.5in
Workstation CTO Modules	6NR92AV	2TB 7200RPM SATA-6G 2nd
Workstation CTO Modules	6NR93AV	2TB 7200 SATA-6G 3.5 3rd
Workstation CTO Modules	6NR94AV	500GB 7200 2.5
Workstation CTO Modules	6NR95AV	500GB 7200 2.5 2nd
Workstation CTO Modules	6NR96AV	500GB 7200 2.5 w/ca 2nd
Workstation CTO Modules	6NR97AV	500GB 7200 3.5
Workstation CTO Modules	6NR98AV	500GB 7200 3.5 2nd
Workstation CTO Modules	6NR99AV	500GB 7200 3.5 3rd
Workstation CTO Modules	6NS00AV	500GB 7200 FIPS 2.5
Workstation CTO Modules	6NS01AV	500GB 7200 FIPS 2.5 3rd
Workstation CTO Modules	6NS02AV	500GB 7200 FIPS 2.5 w/ca 2nd
Workstation CTO Modules	6NS03AV	500GB 7200 FIPS 2.5 w/ca 3rd
Workstation CTO Modules	6NS04AV	500GB 7200 SATA-6G OPAL2 2.5 w/ca
Workstation CTO Modules	6NS05AV	500GB 7200RPM SED-OPAL2 2.5
Workstation CTO Modules	6NS06AV	500GB 7200RPM SATA SED-OPAL2 2.5 w/ca2nd
Workstation CTO Modules	6NS07AV	Intel 16GB 2280 Optane Memory
Workstation CTO Modules	6NS09AV	ENERGY STAR Certified
Workstation CTO Modules	6NS10AV	MISC BIOS Test Mode Internal Use
Workstation CTO Modules	6NS12AV	No Included Keyboard
Workstation CTO Modules	6NS13AV	WW Config to EMEA Enable Option
Workstation CTO Modules	6NS15AV	NVMe RAID 1
Workstation CTO Modules	6NS16AV	RAID1 Configuration
Workstation CTO Modules	6NS17AV	128GB 2280 PCIe TLC SSD
Workstation CTO Modules	6NS20AV	1TB M.2 2280 PCIe NVMe TLC SSD
Workstation CTO Modules	6NS21AV	1TB PCIe-3x4 NVMe TLC 2nd SSD
Workstation CTO Modules	6NS22AV	256GB M.2 2280 OPAL2 TLC 2nd SSD
Workstation CTO Modules	6NS23AV	256GB M.2 2280 PCIe NVMe SSD
Workstation CTO Modules	6NS24AV	256GB M.2 2280 PCIe NVMe 2nd SSD
Workstation CTO Modules	6NS25AV	256GB M.2 2280 PCIe NVMe OPAL2 TLC SSD
Workstation CTO Modules	6NS26AV	256GB M.2 2280 PCIe NVMe TLC SSD
Workstation CTO Modules	6NS27AV	256GB M.2 2280 PCIe NVMe TLC 2nd SSD
Workstation CTO Modules	6NS28AV	256GB 2.5in SATA TLC 3rd SSD
Workstation CTO Modules	6NS29AV	256GB FIPS SSD
Workstation CTO Modules	6NS30AV	256GB FIPS 2nd SSD
Workstation CTO Modules	6NS31AV	256GB FIPS 3rd SSD
Workstation CTO Modules	6NS32AV	256GB FIPS w/ca 2nd SSD
Workstation CTO Modules	6NS33AV	256GB FIPS w/ca 3rd SSD
Workstation CTO Modules	6NS34AV	256GB SATA SED OPAL2 TLC SSD
Workstation CTO Modules	6NS35AV	256GB SATA SED OPAL2 TLC 2nd SSD

Workstation CADD Catalog Category	Part Number/SKU	Description
Workstation CTO Modules	6NS36AV	256GB SATA SED OPAL2 TLC 3rd SSD
Workstation CTO Modules	6NS37AV	256GB SATA SED OPAL2 TLC w/ca 2nd SSD
Workstation CTO Modules	6NS38AV	256GB SATA SED OPAL2 TLC w/ca 3rd SSD
Workstation CTO Modules	6NS39AV	256GB SATA TLC 2nd SSD
Workstation CTO Modules	6NS40AV	256GB SATA TLC w/ca 2nd SSD
Workstation CTO Modules	6NS41AV	256GB SATA TLC w/ca 3rd SSD
Workstation CTO Modules	6NS42AV	2TB M.2 2280 PCIe NVMe TLC SSD
Workstation CTO Modules	6NS43AV	2TB M.2 2280 PCIe NVMe TLC 2nd SSD
Workstation CTO Modules	6NS44AV	512GB 2.5in SATA TLC 3rd SSD
Workstation CTO Modules	6NS45AV	512GB M.2 2280 OPAL2 TLC 2nd SSD
Workstation CTO Modules	6NS46AV	512GB M.2 2280 PCIe NVMe SSD
Workstation CTO Modules	6NS47AV	512GB M.2 2280 PCIe NVMe 2nd SSD
Workstation CTO Modules	6NS48AV	512GB M.2 2280 PCIe NVMe OPAL2 TLC SSD
Workstation CTO Modules	6NS49AV	512GB M.2 2280 PCIe NVMe TLC SSD
Workstation CTO Modules	6NS50AV	512GB M.2 2280 PCIe NVMe TLC 2nd SSD
Workstation CTO Modules	6NS51AV	512GB 2.5in SATA TLC 2nd SSD
Workstation CTO Modules	6NS52AV	512GB FIPS SSD
Workstation CTO Modules	6NS53AV	512GB FIPS 2nd SSD
Workstation CTO Modules	6NS54AV	512GB FIPS 3rd SSD
Workstation CTO Modules	6NS55AV	512GB FIPS w/ca 2nd SSD
Workstation CTO Modules	6NS56AV	512GB FIPS w/ca 3rd SSD
Workstation CTO Modules	6NS57AV	512GB SATA SED OPAL2 TLC SSD
Workstation CTO Modules	6NS58AV	512GB SATA SED OPAL2 TLC 2nd SSD
Workstation CTO Modules	6NS59AV	512GB SATA SED OPAL2 TLC 3rd SSD
Workstation CTO Modules	6NS60AV	512GB SATA SED OPAL2 TLC w/ca 3rd SSD
Workstation CTO Modules	6NS61AV	SSD 512GB SATA TLC
Workstation CTO Modules	6NS62AV	512GB SATA TLC w/ca 2nd SSD
Workstation CTO Modules	6NS63AV	512GB SATA TLC w/ca 3rd SSD
Workstation CTO Modules	6NS64AV	INT Opt 280GB X4 Card SSD
Workstation CTO Modules	6NS65AV	512GB Intel Optane Memory H10 wSSD
Workstation CTO Modules	6NU31AV	Business Slim PS/2 Wired Keyboard
Workstation CTO Modules	6NU31AV#ABA	Business Slim PS/2 Wired Keyboard
Workstation CTO Modules	6NU32AV	USB BusSlim Keyboard
Workstation CTO Modules	6NU32AV#ABA	USB BusSlim Keyboard
Workstation CTO Modules	6NU33AV	HP KBD MUS WL BusSlim Keyboard
Workstation CTO Modules	6NU33AV#ABA	HP KBD MUS WL BusSlim Keyboard
Workstation CTO Modules	6NU34AV	HP KBDWL CIIb
Workstation CTO Modules	6NU34AV#ABA	HP KBDWL CIIb
Workstation CTO Modules	6NU35AV	HP USB KBD MUS WD Premium Keyboard
Workstation CTO Modules	6NU35AV#ABA	HP USB KBD MUS WD Premium Keyboard
Workstation CTO Modules	6NU36AV	HP KBD MUS WL Premium Keyboard
Workstation CTO Modules	6NU36AV#ABA	HP KBD MUS WL Premium Keyboard
Workstation CTO Modules	6NU37AV	HP KBDWD USB BusSlim SCard CCID
Workstation CTO Modules	6NU37AV#ABA	HP KBDWD USB BusSlim SCard CCID
Workstation CTO Modules	6NU38AV	HP KBDWD USB CIIb
Workstation CTO Modules	6NU38AV#ABA	HP KBDWD USB CIIb
Workstation CTO Modules	6NU39AV	HP KBDWD USB CONF
Workstation CTO Modules	6NU39AV#ABA	HP KBDWD USB CONF
Workstation CTO Modules	6NU40AV	HP USB Keyboard and Mouse HE
Workstation CTO Modules	6NU40AV#ABA	HP USB Keyboard and Mouse HE
Workstation CTO Modules	6NU42AV	HP KBDWD USB PS/2 WB
Workstation CTO Modules	6NU42AV#ABA	HP KBDWD USB PS/2 WB
Workstation CTO Modules	6NU43AV	HP KBDWD USB
Workstation CTO Modules	6NU43AV#ABA	HP KBDWD USB
Workstation CTO Modules	6NV72AV	Corporate-Ready Image
Workstation CTO Modules	6NV73AV	Intel Celeron G4930 3.2 2C 54W
Workstation CTO Modules	6NV75AV	Intel Core i3- 9100 3.6 4C 65W
Workstation CTO Modules	6NV76AV	Intel Core i3- 9300 3.7 4C 62W
Workstation CTO Modules	6NV78AV	Intel Core i5- 9400 2.9 6C 65W
Workstation CTO Modules	6NV79AV	Intel Core i5- 9500 3.0 6C 65W
Workstation CTO Modules	6NV80AV	Intel Core i5- 9600 3.1 6C 65W
Workstation CTO Modules	6NV81AV	Intel Core i5- 9600K 3.7 6C 95W



Workstation CADD Catalog Category	Part Number/SKU	Description
Workstation CTO Modules	6NV82AV	Intel Core i7- 9700 3.0 8C 65W
Workstation CTO Modules	6NV83AV	Intel Core i7- 9700K 3.6 8C 95W
Workstation CTO Modules	6NV84AV	Intel Core i9- 9900 3.1 8C 65W
Workstation CTO Modules	6NV85AV	Intel Core i9- 9900K 3.6 8C 95W
Workstation CTO Modules	6NV86AV	Intel Pentium Gold G5420 3.8 2C 54W
Workstation CTO Modules	6NV87AV	Intel Pentium Gold G5600 3.9 2C 54W
Workstation CTO Modules	6NV88AV	Intel Pentium Gold G5620 4.0 2C 54W
Workstation CTO Modules	6NV89AV	HP PS/2 Mouse
Workstation CTO Modules	6NV90AV	Intel Ethernet I210-T1 PCIe x1 Gb NIC
Workstation CTO Modules	6NV96AV	No Included Mouse
Workstation CTO Modules	6NV97AV	Multi-Unit TWR G4/G5 Eco-Packaging
Workstation CTO Modules	6NV98AV	Single Unit TWR G4/G5 Packaging
Workstation CTO Modules	6NV99AV	MUS WD USB FPR
Workstation CTO Modules	6NW01AV	MUS WD USB OPT
Workstation CTO Modules	6NW02AV	MUS WD USB Prm
Workstation CTO Modules	6NW03AV	MUS WD USB PS/2 WB
Workstation CTO Modules	6NW04AV	FreeDOS
Workstation CTO Modules	6NW05AV	Win 10 Home 64
Workstation CTO Modules	6NW06AV	Win 10 Home 64 Advanced
Workstation CTO Modules	6NW10AV	Win 10 Home 64 Plus
Workstation CTO Modules	6NW21AV	Win 10 Pro 64
Workstation CTO Modules	6NW23AV	Win 10 Pro 64 HIE
Workstation CTO Modules	6NW27AV	128GB (4x32GB) DDR4 2666 DIMM
Workstation CTO Modules	6NW28AV	16GB (1x16GB) DDR4 2666
Workstation CTO Modules	6NW29AV	16GB (2x8GB) DDR4 2666 DIMM
Workstation CTO Modules	6NW30AV	32GB (1x32GB) DDR4 2666 DIMM
Workstation CTO Modules	6NW31AV	32GB (2x16GB) DDR4 2666
Workstation CTO Modules	6NW32AV	32GB (4x8GB) DDR4 2666 DIMM
Workstation CTO Modules	6NW33AV	4GB (1x4GB) DDR4 2666
Workstation CTO Modules	6NW34AV	64GB (2x32GB) DDR4 2666 DIMM
Workstation CTO Modules	6NW35AV	64GB (4x16GB) DDR4 2666
Workstation CTO Modules	6NW36AV	8GB (1x8GB) DDR4 2666 DIMM
Workstation CTO Modules	6NW37AV	8GB (2x4GB) DDR4 2666
Workstation CTO Modules	6NW38AV	SD 4 Card Reader
Workstation CTO Modules	6NW39AV	USB 1000dpi Laser WRD
Workstation CTO Modules	6NW40AV	USB GRY V2 WRD
Workstation CTO Modules	6NW41AV	Intel 9560 ac 2x2 +BT 5 WW
Workstation CTO Modules	6NW42AV	Intel 9560 ac 2x2 nvP +BT 5 WW
Workstation CTO Modules	6NW43AV	Intel Wi-Fi 6 AX200 ax2x2 +BT5 WW
Workstation CTO Modules	6NW44AV	Intel Wi-Fi 6 AX200 ax2x2 nvP +BT5 WW
Workstation CTO Modules	6NW45AV	Realtek RTL8822BE ac2x2 +BT4.2 WW
Workstation CTO Modules	6NW46AV	3.5 BAY SATA Cable Kit
Workstation CTO Modules	6NW47AV	Absolute Persistence - Remove
Workstation CTO Modules	6NW48AV	Exclude Embedded Security Module-
Workstation CTO Modules	6NW49AV	1TB 7200 SATA 2.5in 7mmRemovab
Workstation CTO Modules	6NW50AV	500GB 7200 2.5in 2ndRemovable
Workstation CTO Modules	6NW51AV	500GB 7200 SATA 2.5in Removable
Workstation CTO Modules	6NW53AV	HEATSINK 95 Watt
Workstation CTO Modules	6NW55AV	HP Business PC Security Lock
Workstation CTO Modules	6NW56AV	HP Dual Head Keyed Cable Lock Kit
Workstation CTO Modules	6NW57AV	HP Keyed Cable Lock 10mm Kit
Workstation CTO Modules	6NW58AV	HP Sure Recover Perm Disable
Workstation CTO Modules	6NW59AV	HP Sure Run Perm Disable
Workstation CTO Modules	6NW60AV	HP TWR Solenoid Lock and Intrusion Sen
Workstation CTO Modules	6NW61AV	Intel CFL-R Core i3 Label
Workstation CTO Modules	6NW62AV	Intel CFL-R Core i5 Label
Workstation CTO Modules	6NW63AV	Intel CFL-R Core i5 vpro Label
Workstation CTO Modules	6NW64AV	Intel CFL-R Core i7 Label
Workstation CTO Modules	6NW65AV	Intel CFL-R Core i7 vpro Label
Workstation CTO Modules	6NW66AV	Intel CFL-R Core i9 Label
Workstation CTO Modules	6NW67AV	Intel CFL-R Core i9 vpro Label
Workstation CTO Modules	6NW68AV	Intel Inside Celeron Label

Workstation CADD Catalog Category	Part Number/SKU	Description
Workstation CTO Modules	6NW69AV	Intel Inside Pentium Gold Label
Workstation CTO Modules	6NW75AV	No Included ODD
Workstation CTO Modules	6NW76AV	9.5 BD Writer G3 800/600 Twr
Workstation CTO Modules	6NW77AV	9.5 DVDROM G3 800/600 Tower
Workstation CTO Modules	6NW78AV	9.5 DVDWR G3 800/600 Tower
Workstation CTO Modules	6NW79AV	Optane Memory Identifier
Workstation CTO Modules	6NW80AV	Permanent all USB disable
Workstation CTO Modules	6NW81AV	Permanent disable Intel Software Guard E
Workstation CTO Modules	6NW82AV	PERMANENT Disabling of Intel AMT
Workstation CTO Modules	6NW83AV	Permanent external USB port disable
Workstation CTO Modules	6NW84AV	SLIM ODD BAY SATA Cable Kit
Workstation CTO Modules	6NW85AV	256GB SATA SED OPAL2 TLC Removable SSD
Workstation CTO Modules	6NW86AV	256GB SATA TLC Removable SSD
Workstation CTO Modules	6NW87AV	512GB SATA SED OPAL2 TLC Removable SSD
Workstation CTO Modules	6NW88AV	512GB SATA TLC Removable SSD
Workstation CTO Modules	6NW90AV	3/3/3 TWR Warranty
Workstation CTO Modules	6NW90AV#ABA	3/3/3 TWR Warranty
Workstation CTO Modules	6NW94AV	Win10 64-bit OS DVD+DRDVD
Workstation CTO Modules	6NW94AV#ABA	Win10 64-bit OS DVD+DRDVD
Monitors	6PA50AA	HP E24d G4 FHD Docking Monitor
Monitors	6PA50AA#ABA	HP E24d G4 FHD Docking Monitor
Monitors	6PA50U9	HP E24d G4 FHD Docking Monitor HEAD ONLY
Monitors	6PA50U9#ABA	HP E24d G4 FHD Docking Monitor HEAD ONLY
Monitors	6PA56AA	HP E27d G4 QHD Docking Monitor
Monitors	6PA56AA#ABA	HP E27d G4 QHD Docking Monitor
Monitors	6PA56U9	HP E27d G4 QHD Docking Monitor HEAD ONLY
Monitors	6PA56U9#ABA	HP E27d G4 QHD Docking Monitor HEAD ONLY
Workstation CTO Modules	6QH78AV	AMD Rdn 8GB RX580 3DP 1HDMI Graphics
Workstation CTO Modules	6QH79AV	GFX Nvd GeF RTX2060 6GB
Workstation CTO Modules	6QH80AV	Nvd GeF GT730 2GB DP DVI Graphics
Workstation CTO Modules	6QJ06AV	Nvd GeF GT730 2GB Graphics
Workstation CTO Modules	6QJ07AV	Nvd GeF RTX2060 6GB Graphics
Workstation CTO Modules	6QJ08AV	Nvd GeF GT730 2GB DP DVI Graphics
Workstation CTO Modules	6QJ09AV	128GB (4x32GB) DDR4 2666 DIMM
Workstation CTO Modules	6RW83AV	INT Opt 905p 380GB M.2 PCIe Dual SSD
Workstation CTO Modules	6RW84AV	INT Opt 905p 380GB M.2 PCIe Dual 2nd SSD
Workstation CTO Modules	6RW85AV	USB-C to DisplayPort Adapter
Workstation CTO Modules	6RW90AV	INT Opt 905p 380GB M.2 PCIe Dual SSD
Workstation CTO Modules	6RW91AV	INT Opt 905p 380GB M.2 PCIe Dual 2nd SSD
Workstation CTO Modules	6RW92AV	USB-C to DisplayPort Adapter
Workstation CTO Modules	6RX04AV	USB-C to DisplayPort Adapter
Workstation CTO Modules	6RZ40AV	Single 6 to 8 pin Graphics Pwr Cable 2nd
Workstation CTO Modules	6SC44AV	USB-C to DisplayPort Adapter (2-pack)
Workstation CTO Modules	6SC45AV	USB-C to DisplayPort Adapter (2-pack)
Workstation CTO Modules	6SC46AV	USB-C to DisplayPort Adapter (2-pack)
Workstation CTO Modules	6SE80AV	128GB M.2 2280 PCIe NVMe TLC 2nd SSD
Workstation CTO Modules	6SE81AV	256GB SATA TLC SSD
Workstation CTO Modules	6SE82AV	512GB SATA SED OPAL2 TLC w/ca 2nd SSD
Workstation CTO Modules	6SF35AV	HP Z2 G4 SFF Dust Filter/Bezel
Workstation CTO Modules	6SF36AV	HP Z2 G4 TWR Dust Filter/Bezel
Options & Accessories (Workstations)	6SL33AA	Intel 9260 802.11ac PCIe x1 Kit Z8G4 US
Options & Accessories (Workstations)	6SL33AA#ABA	Intel 9260 802.11ac PCIe x1 Kit Z8G4 US
Workstation CTO Modules	6UA24AV	Nvd Qdr 24GB RTX6000 (4)DP+USBc Graphics
Workstation CTO Modules	6UA25AV	No Adapters Needed
Workstation CTO Modules	6UA84AV	No Adapters Needed
Workstation CTO Modules	6UA85AV	No Adapters Needed
Workstation CTO Modules	6US49AV	Intel Xeon E-2186G 6C 95W
Workstation CTO Modules	6VC49AV	Windows 10 HVCI Enable
High-End and workstation mobility	6VD97AV	HP IDS DSC RTX 3000 6GB E-2286M15G6BNBPC
High-End and workstation mobility	6VD98AV	HP IDS DSC RTX 3000 6GBi7-9850H15G6BNBPC
High-End and workstation mobility	6VD99AV	HP IDS DSC RTX 3000 6GBi9-9880H15G6BNBPC
High-End and workstation mobility	6YE27AW	HP EB830G6 i5-8365U 13 8GB/256 PC Intel i5-8365U, 13.3 FHD AG LED UWVA, UMA, Webcam, 8GB DDR4, 256GB SSD, ax+BT, 3C Batt, FPR, W10 Pro64, 3yr Wrty

Workstation CADD Catalog Category	Part Number/SKU	Description
High-End and workstation mobility	6YE27AW#ABA	HP EB830G6 i5-8365U 13 8GB/256 PC Intel i5-8365U, 13.3 FHD AG LED UWVA, UMA, Webcam, 8GB DDR4, 256GB SSD, ax+BT, 3C Batt, FPR, W10 Pro64, 3yr Wrty
High-End and workstation mobility	6YE29AW	HP EB830G6 i5-8365U 13 16GB/256 PC Intel i5-8365U, 13.3 FHD AG LED UWVA TS, UMA, Webcam, 16GB DDR4, 256GB SSD, ax+BT, 3C Batt, FPR, W10 Pro64, 3yr Wrty
High-End and workstation mobility	6YE29AW#ABA	HP EB830G6 i5-8365U 13 16GB/256 PC Intel i5-8365U, 13.3 FHD AG LED UWVA TS, UMA, Webcam, 8GB DDR4, 256GB SSD, ax+BT, 3C Batt, FPR, W10 Pro64, 3yr Wrty
High-End and workstation mobility	6YE31AW	HP EB830G6 i5-8365U 13 8GB/256 PC Intel i5-8365U, 13.3 FHD AG LED UWVA, UMA, Webcam, 8GB DDR4, 256GB SSD, ax+BT, 3C Batt, FPR, W10 Pro64, 3yr Wrty
High-End and workstation mobility	6YE31AW#ABA	HP EB830G6 i5-8365U 13 8GB/256 PC Intel i5-8365U, 13.3 FHD AG LED UWVA, UMA, Webcam, 8GB DDR4, 256GB SSD, ax+BT, 3C Batt, FPR, W10 Pro64, 3yr Wrty
High-End and workstation mobility	6YE33AW	HP EB830G6 i5-8365U 13 16GB/512 PC Intel i5-8365U, 13.3 FHD AG LED UWVA, UMA, Webcam, 16GB DDR4, 512GB SSD, ax+BT, 3C Batt, FPR, W10 Pro64, 3yr Wrty
High-End and workstation mobility	6YE33AW#ABA	HP EB830G6 i5-8365U 13 16GB/512 PC Intel i5-8365U, 13.3 FHD AG LED UWVA, UMA, Webcam, 16GB DDR4, 512GB SSD, ax+BT, 3C Batt, FPR, W10 Pro64, 3yr Wrty
High-End and workstation mobility	6YK97AW	HP EBx360830G6 i5-8365U 13 8GB/512 PC Intel i5-8365U, 13.3 FHD BV LED UWVA TS, UMA, Webcam, 8GB DDR4, 512GB SSD, ax+BT, 4C Batt, FPR, W10 Pro64, 3yr Wrty
High-End and workstation mobility	6YK97AW#ABA	HP EBx360830G6 i5-8365U 13 8GB/512 PC Intel i5-8365U, 13.3 FHD BV LED UWVA TS, UMA, Webcam, 8GB DDR4, 512GB SSD, ax+BT, 4C Batt, FPR, W10 Pro64, 3yr Wrty
High-End and workstation mobility	6YK99AW	HP EBx360830G6 i7-8665U 13 16GB/512 PC Intel i7-8665U, 13.3 FHD BV LED UWVA TS, UMA, Webcam, 16GB DDR4, 512GB SSD, ax+BT, 4C Batt, FPR, W10 Pro64, 3yr Wrty
High-End and workstation mobility	6YK99AW#ABA	HP EBx360830G6 i7-8665U 13 16GB/512 PC Intel i7-8665U, 13.3 FHD BV LED UWVA TS, UMA, Webcam, 16GB DDR4, 512GB SSD, ax+BT, 4C Batt, FPR, W10 Pro64, 3yr Wrty
High-End and workstation mobility	6YP50AW	HP EB840G6 i5-8365U 14 8GB/256 PC Intel i5-8365U, 14.0 FHD AG LED UWVA, UMA, Webcam, 8GB DDR4, 256GB SSD, ax+BT, 3C Batt, FPR, W10 Pro64, 3yr Wrty
High-End and workstation mobility	6YP50AW#ABA	HP EB840G6 i5-8365U 14 8GB/256 PC Intel i5-8365U, 14.0 FHD AG LED UWVA, UMA, Webcam, 8GB DDR4, 256GB SSD, ax+BT, 3C Batt, FPR, W10 Pro64, 3yr Wrty
High-End and workstation mobility	6YP52AW	HP EB840G6 i5-8365U 14 8GB/256 PC Intel i5-8365U, 14.0 FHD AG LED UWVA TS, UMA, Webcam, 8GB DDR4, 256GB SSD, ax+BT, 3C Batt, FPR, W10 Pro64, 3yr Wrty
High-End and workstation mobility	6YP52AW#ABA	HP EB840G6 i5-8365U 14 8GB/256 PC Intel i5-8365U, 14.0 FHD AG LED UWVA TS, UMA, Webcam, 8GB DDR4, 256GB SSD, ax+BT, 3C Batt, FPR, W10 Pro64, 3yr Wrty
High-End and workstation mobility	6YP54AW	HP EB840G6 i7-8665U 14 16GB/512 PC Intel i7-8665U, 14.0 FHD AG LED UWVA, UMA, Webcam, 16GB DDR4, 512GB SSD, ax+BT, 3C Batt, FPR, W10 Pro64, 3yr Wrty
High-End and workstation mobility	6YP54AW#ABA	HP EB840G6 i7-8665U 14 16GB/512 PC Intel i7-8665U, 14.0 FHD AG LED UWVA, UMA, Webcam, 16GB DDR4, 512GB SSD, ax+BT, 3C Batt, FPR, W10 Pro64, 3yr Wrty
High-End and workstation mobility	6YP56AW	HP EB840G6 i7-8665U 14 16GB/512 PC Intel i7-8665U, 14.0 FHD AG LED UWVA TS, UMA, Webcam, 16GB DDR4, 512GB SSD, ax+BT, 3C Batt, FPR, W10 Pro64, 3yr Wrty
High-End and workstation mobility	6YP56AW#ABA	HP EB840G6 i7-8665U 14 16GB/512 PC Intel i7-8665U, 14.0 FHD AG LED UWVA TS, UMA, Webcam, 16GB DDR4, 512GB SSD, ax+BT, 3C Batt, FPR, W10 Pro64, 3yr Wrty
High-End and workstation mobility	6YP58AA	HP EB840G6 i7-8665U 14 16GB/512 PC Intel i7-8665U, 14.0 FHD AG LED UWVA, DSC, Webcam, 16GB DDR4, 512GB SSD, ax+BT, 3C Batt, FPR, W10 Pro64, 3yr Wrty
High-End and workstation mobility	6YP58AA#ABA	HP EB840G6 i7-8665U 14 16GB/512 PC Intel i7-8665U, 14.0 FHD AG LED UWVA, DSC, Webcam, 16GB DDR4, 512GB SSD, ax+BT, 3C Batt, FPR, W10 Pro64, 3yr Wrty
High-End and workstation mobility	6YP61AA	HP EB840G6 i5-8265U 14 8GB/128 PC Intel i5-8265U, 14.0 FHD AG LED UWVA, UMA, 8GB DDR4, 128GB SSD, AC+BT, 3C Batt, W10 Pro64, 1yr Wrty
High-End and workstation mobility	6YP61AA#ABA	HP EB840G6 i5-8265U 14 8GB/128 PC Intel i5-8265U, 14.0 FHD AG LED UWVA, UMA, 8GB DDR4, 128GB SSD, AC+BT, 3C Batt, W10 Pro64, 1yr Wrty
High-End and workstation mobility	6YP85AW	HP EB850G6 i5-8365U 15 8GB/256 PC Intel i5-8365U, 15.6 FHD AG LED UWVA, UMA, Webcam, 8GB DDR4, 256GB SSD, ax+BT, 3C Batt, FPR, W10 Pro64, 3yr Wrty
High-End and workstation mobility	6YP85AW#ABA	HP EB850G6 i5-8365U 15 8GB/256 PC Intel i5-8365U, 15.6 FHD AG LED UWVA, UMA, Webcam, 8GB DDR4, 256GB SSD, ax+BT, 3C Batt, FPR, W10 Pro64, 3yr Wrty
High-End and workstation mobility	6YP87AW	HP EB850G6 i7-8665U 15 16GB/512 PC Intel i7-8665U, 15.6 FHD AG LED UWVA, UMA, Webcam, 16GB DDR4, 512GB SSD, ax+BT, 3C Batt, FPR, W10 Pro64, 3yr Wrty
High-End and workstation mobility	6YP87AW#ABA	HP EB850G6 i7-8665U 15 16GB/512 PC Intel i7-8665U, 15.6 FHD AG LED UWVA, UMA, Webcam, 16GB DDR4, 512GB SSD, ax+BT, 3C Batt, FPR, W10 Pro64, 3yr Wrty
Options & Accessories (Workstations)	6YT67AA	NVIDIA Quadro P2200 5GB (4)DP GFX
Options & Accessories (Workstations)	6YT68AA	AMD Radeon Pro WX 3200 4GB (4)mDP GFX
Options & Accessories (Workstations)	6YT75AA	HP ZTurbo 1TB SED Z8 G4 TLC SSD Kit
Options & Accessories (Workstations)	6YT76AA	HP ZTurbo 1TB SED Z4/6 G4 TLC SSD Kit
Options & Accessories (Workstations)	6YT77AA	HP ZTurbo 1TB SED Z2 G4 TLC SSD Kit
Options & Accessories (Workstations)	6YT78AA	HP ZTurbo 1TB SED Z2 G4 Mini TLC SSD Kit
Options & Accessories (Workstations)	6YT79AA	HP ZTurbo Drive 1TB SED TLC SSD Module
High-End and workstation mobility	6YV27AW	HP ZB14uG6 i5-8365U 14 8GB/256 PC Intel i5-8365U, 14 FHD AG LED UWVA, DSC, Webcam, 8GB DDR4, 256GB SSD, ax+BT, 3C Batt, FPR, W10 Pro64, 3yr Wrty
High-End and workstation mobility	6YV27AW#ABA	HP ZB14uG6 i5-8365U 14 8GB/256 PC Intel i5-8365U, 14 FHD AG LED UWVA, DSC, Webcam, 8GB DDR4, 256GB SSD, ax+BT, 3C Batt, FPR, W10 Pro64, 3yr Wrty
High-End and workstation mobility	6YV29AW	HP ZB14uG6 i7-8665U 14 16GB/512 PC Intel i7-8665U, 14 FHD AG LED UWVA, DSC, Webcam, 16GB DDR4, 512GB SSD, ax+BT, 3C Batt, FPR, W10 Pro64, 3yr Wrty
High-End and workstation mobility	6YV29AW#ABA	HP ZB14uG6 i7-8665U 14 16GB/512 PC Intel i7-8665U, 14 FHD AG LED UWVA, DSC, Webcam, 16GB DDR4, 512GB SSD, ax+BT, 3C Batt, FPR, W10 Pro64, 3yr Wrty
High-End and workstation mobility	6YV41AW	HP ZB15uG6 i5-8365U 15.6 8GB/256 PC Intel i5-8365U, 15.6 FHD AG LED UWVA, DSC, Webcam, 8GB DDR4, 256GB SSD, ax+BT, 3C Batt, FPR, W10 Pro64, 3yr Wrty
High-End and workstation mobility	6YV41AW#ABA	HP ZB15uG6 i5-8365U 15.6 8GB/256 PC Intel i5-8365U, 15.6 FHD AG LED UWVA, DSC, Webcam, 8GB DDR4, 256GB SSD, ax+BT, 3C Batt, FPR, W10 Pro64, 3yr Wrty
High-End and workstation mobility	6YV43AW	HP ZB15uG6 i7-8665U 15.6 16GB/512 PC Intel i7-8665U, 15.6 UHD AG LED UWVA, DSC, Webcam, 16GB DDR4, 512GB SSD, ax+BT, 3C Batt, FPR, W10 Pro64, 3yr Wrty
High-End and workstation mobility	6YV43AW#ABA	HP ZB15uG6 i7-8665U 15.6 16GB/512 PC Intel i7-8665U, 15.6 UHD AG LED UWVA, DSC, Webcam, 16GB DDR4, 512GB SSD, ax+BT, 3C Batt, FPR, W10 Pro64, 3yr Wrty
Workstation CTO Modules	6YZ75AV	Nvd GeF RTX2060 6GB Graphics
Workstation CTO Modules	6ZB97AV	Intel Core i3-8100 3.6 4C 65W
Workstation CTO Modules	6ZB98AV	Intel Core i7-8700 3.2 6C 65W
Workstation CTO Modules	7AC85AV	Intel Core i3- 9100 3.6GHz 4C
Workstation CTO Modules	7AC86AV	Intel Core i5- 9500 3.0GHz 6C
Workstation CTO Modules	7AC87AV	Intel Core i5- 9600 3.1Ghz 6C
Workstation CTO Modules	7AC88AV	Intel Core i7- 9700 3.0GHz 8C
Workstation CTO Modules	7AC89AV	Intel Core i7- 9700k 3.6GHz 8C
Workstation CTO Modules	7AC90AV	Intel Core i9- 9900k 3.6GHz 8C
Workstation CTO Modules	7AC91AV	Intel Xeon E -2224G 3.5GHz 4C
Workstation CTO Modules	7AC92AV	Intel Xeon E -2226G 3.4GHz 6C
Workstation CTO Modules	7AC93AV	Intel Xeon E -2236 3.4GHz 6C
Workstation CTO Modules	7AC94AV	Intel Xeon E -2244G 3.8GHz 4C
Workstation CTO Modules	7AC95AV	Intel Xeon E -2274G 4.0GHz 4C
Workstation CTO Modules	7AC96AV	Intel Xeon E -2276G 3.8GHz 6C
Workstation CTO Modules	7AC97AV	Intel Xeon E -2278G 3.4GHz 8C
Workstation CTO Modules	7AC98AV	Intel Xeon E -2286G 4.0GHz 6C
Workstation CTO Modules	7AD08AV	Intel Core i3- 9100 3.6GHz 4C
Workstation CTO Modules	7AD09AV	Intel Core i5- 9500 3.0GHz 6C
Workstation CTO Modules	7AD10AV	Intel Core i5- 9600 3.1Ghz 6C

Workstation CADD Catalog Category	Part Number/SKU	Description
Workstation CTO Modules	7AD11AV	Intel Core i7- 9700 3.0GHz 8C
Workstation CTO Modules	7AD12AV	Intel Core i7- 9700k 3.6GHz 8C
Workstation CTO Modules	7AD13AV	Intel Core i9- 9900k 3.6GHz 8C
Workstation CTO Modules	7AD14AV	Intel Xeon E -2224G 3.5GHz 4C
Workstation CTO Modules	7AD15AV	Intel Xeon E -2226G 3.4GHz 6C
Workstation CTO Modules	7AD16AV	Intel Xeon E -2236 3.4GHz 6C
Workstation CTO Modules	7AD17AV	Intel Xeon E -2244G 3.8GHz 4C
Workstation CTO Modules	7AD18AV	Intel Xeon E -2274G 4.0GHz 4C
Workstation CTO Modules	7AD19AV	Intel Xeon E -2276G 3.8GHz 6C
Workstation CTO Modules	7AD20AV	Intel Xeon E -2278G 3.4GHz 8C
Workstation CTO Modules	7AD21AV	Intel Xeon E -2286G 4.0GHz 6C
Workstation CTO Modules	7AJ74AV	Intel Core i3- 9100 3.6GHz 4C
Workstation CTO Modules	7AJ75AV	Intel Core i3- 9100 Entry 4C
Workstation CTO Modules	7AJ76AV	Intel Core i5- 9500 3.0GHz 6C
Workstation CTO Modules	7AJ77AV	Intel Core i5- 9500 Entry 6C
Workstation CTO Modules	7AJ78AV	Intel Core i5- 9600 3.1Ghz 6C
Workstation CTO Modules	7AJ79AV	Intel Core i5- 9600 Entry 6C
Workstation CTO Modules	7AJ80AV	Intel Core i7- 9700 3.0GHz 8C
Workstation CTO Modules	7AJ81AV	Intel Core i7- 9700 Entry 8C
Workstation CTO Modules	7AJ82AV	Intel Core i7- 9700k 3.6GHz 8C
Workstation CTO Modules	7AJ83AV	Intel Core i9- 9900k 3.6GHz 8C
Workstation CTO Modules	7AJ84AV	Intel Xeon E -2224G 3.5GHz 4C
Workstation CTO Modules	7AJ85AV	Intel Xeon E -2226G 3.4GHz 6C
Workstation CTO Modules	7AJ86AV	Intel Xeon E -2236 3.4GHz 6C
Workstation CTO Modules	7AJ87AV	Intel Xeon E -2244G 3.8GHz 4C
Workstation CTO Modules	7AJ88AV	Intel Xeon E -2274G 4.0GHz 4C
Workstation CTO Modules	7AJ89AV	Intel Xeon E -2276G 3.8GHz 6C
Workstation CTO Modules	7AJ90AV	Intel Xeon E -2278G 3.4GHz 8C
Workstation CTO Modules	7AJ91AV	Intel Xeon E -2286G 4.0GHz 6C
Workstation CTO Modules	7AJ92AV	AMD RdnP WX 3200 4GB Graphics
Workstation CTO Modules	7AJ96AV	Z Turbo Drv 1TB PCIe NVMe OPAL2 TLC SSD
Workstation CTO Modules	7AJ97AV	AMD RdnP WX 3200 4GB 4mDP Graphics
Workstation CTO Modules	7AJ98AV	AMD RdnP WX 3200 4GB (4)mDP Graphics
Workstation CTO Modules	7AJ99AV	AMD RdnP WX 3200 4GB (4)mDP Graphics
Workstation CTO Modules	7AK00AV	AMD RdnP WX 3200 4GB (4)mDP Graphics
Workstation CTO Modules	7AK01AV	NVIDIA Qdr P2200 5GB 4DP Graphics
Workstation CTO Modules	7AK02AV	Nvd Qdr P2200 5GB (4)mDP Graphics
Workstation CTO Modules	7AK03AV	Nvd Qdr P2200 5GB (4)mDP Graphics
Workstation CTO Modules	7AK04AV	Nvd Qdr P2200 5GB (4)mDP Graphics
Workstation CTO Modules	7AK05AV	Z Turbo Drv 1TB PCIe NVMe OPAL2 TLC SSD
Workstation CTO Modules	7AM42AV	AMD RdnP WX 3200 4GB 4mDP Graphics
Workstation CTO Modules	7AM43AV	Z Turbo Drv 1TB PCIe NVMe OPAL2 TLC SSD
Workstation CTO Modules	7AV70AV	AMD RdnP WX 3200 4GB 4mDP Graphics
Workstation CTO Modules	7AV71AV	NVIDIA Qdr P2200 5GB 4DP Graphics
Workstation CTO Modules	7AV72AV	Z Turbo Drv 1TB PCIe NVMe OPAL2 TLC SSD
Workstation CTO Modules	7AV77AV	AMD RdnP WX 3200 4GB 4mDP Graphics
Workstation CTO Modules	7AV78AV	AMD RdnP WX 3200 4GB (4)mDP Graphics
Workstation CTO Modules	7AV79AV	NVIDIA Qdr P2200 5GB 4DP Graphics
Workstation CTO Modules	7AV80AV	Nvd Qdr P2200 5GB (4)mDP Graphics
Workstation CTO Modules	7AV81AV	Z Turbo Drv 1TB PCIe NVMe OPAL2 TLC SSD
Workstation CTO Modules	7AV92AV	AMD RdnP WX 3200 4GB 4mDP Graphics
Workstation CTO Modules	7AV93AV	AMD RdnP WX 3200 4GB (4)mDP Graphics
Workstation CTO Modules	7AV94AV	AMD RdnP WX 3200 4GB (4)mDP Graphics
Workstation CTO Modules	7AV95AV	NVIDIA Qdr P2200 5GB 4DP Graphics
Workstation CTO Modules	7AV96AV	Nvd Qdr P2200 5GB (4)mDP Graphics
Workstation CTO Modules	7AV97AV	Z Turbo Drv 1TB PCIe NVMe OPAL2 TLC SSD
Monitors	7AX23AA	HP Mini-in-One 24 Display
Monitors	7AX23AA#ABA	HP Mini-in-One 24 Display
Monitors	7AX23U9	HP Mini-in-One 24 Display Head Only
Monitors	7AX23U9#ABA	HP Mini-in-One 24 Display Head Only
Workstation CTO Modules	7BD14AV	Corporate-Ready Image
Workstation CTO Modules	7BD15AV	HP Z Turbo Drv M.2 2TB TLC SSD 2nd

Workstation CADD Catalog Category	Part Number/SKU	Description
Workstation CTO Modules	7BD26AV	Corporate-Ready Image
Workstation CTO Modules	7BD28AV	HP Z Turbo Drv M.2 2TB TLC SSD 2nd
Workstation CTO Modules	7BD29AV	Corporate-Ready Image
Options & Accessories (Workstations)	7CE01AA	Intel Wi-Fi 6 AX200 & BT PCIe
High-End and workstation mobility	7DB46AW	HP EB745G6 R5-3500U 14 8GB/256 PC AMD R5-3500U, 14.0 FHD AG LED UWVA, UMA, Webcam, 8GB DDR4, 256GB SSD, AC+BT, 3C Batt, FPR, W10 Pro64, 3yr Wrty
High-End and workstation mobility	7DB46AW#ABA	HP EB745G6 R5-3500U 14 8GB/256 PC AMD R5-3500U, 14.0 FHD AG LED UWVA, UMA, Webcam, 8GB DDR4, 256GB SSD, AC+BT, 3C Batt, FPR, W10 Pro64, 3yr Wrty
High-End and workstation mobility	7DB48AW	HP EB745G6 R7-3700U 14 16GB/512 PC AMD R7-3700U, 14.0 FHD AG LED UWVA, UMA, Webcam, 16GB DDR4, 512GB SSD, AC+BT, 3C Batt, FPR, W10 Pro64, 3yr Wrty
High-End and workstation mobility	7DB48AW#ABA	HP EB745G6 R7-3700U 14 16GB/512 PC AMD R7-3700U, 14.0 FHD AG LED UWVA, UMA, Webcam, 16GB DDR4, 512GB SSD, AC+BT, 3C Batt, FPR, W10 Pro64, 3yr Wrty
High-End and workstation mobility	7DX38AW	HP EB735G6 R5-3500U 13 8GB/256 PC AMD R5-3500U, 13.3 FHD AG LED UWVA, UMA, Webcam, 8GB DDR4, 256GB SSD, AC+BT, 3C Batt, FPR, W10 Pro64, 3yr Wrty
High-End and workstation mobility	7DX38AW#ABA	HP EB735G6 R5-3500U 13 8GB/256 PC AMD R5-3500U, 13.3 FHD AG LED UWVA, UMA, Webcam, 8GB DDR4, 256GB SSD, AC+BT, 3C Batt, FPR, W10 Pro64, 3yr Wrty
High-End and workstation mobility	7DX40AW	HP EB735G6 R7-3700U 13 16GB/512 PC AMD R7-3700U, 13.3 FHD AG LED UWVA, UMA, Webcam, 16GB DDR4, 512GB SSD, AC+BT, 3C Batt, FPR, W10 Pro64, 3yr Wrty
High-End and workstation mobility	7DX40AW#ABA	HP EB735G6 R7-3700U 13 16GB/512 PC AMD R7-3700U, 13.3 FHD AG LED UWVA, UMA, Webcam, 16GB DDR4, 512GB SSD, AC+BT, 3C Batt, FPR, W10 Pro64, 3yr Wrty
High-End and workstation mobility	7EJ86AV	HPIDS DSCP10004GBi78750HnWLANnBT15G5BNBPC
High-End and workstation mobility	7EJ87AV	HPIDS DSCP10004GBi78850HnWLANnBT15G5BNBPC
High-End and workstation mobility	7EJ88AV	HPIDS DSCP20004GBi78750HnWLANnBT15G5BNBPC
High-End and workstation mobility	7EJ89AV	HPIDS DSCP20004GBi78850HnWLANnBT15G5BNBPC
High-End and workstation mobility	7EJ90AV	HPIDS DWX41504GBi7-8750HnWLANnBT15G5BNBPC
High-End and workstation mobility	7EJ91AV	HPIDS DWX41504GBi7-8850HnWLANnBT15G5BNBPC
High-End and workstation mobility	7EJ92AV	HP IDS UMA i7-8750H nWLANnBT 15 G5 BNBPC
High-End and workstation mobility	7EJ93AV	HP IDS UMA i7-8850H nWLANnBT 15 G5 BNBPC
High-End and workstation mobility	7EK16AV	HP IDS i7-8750H nWLANnBT 17 G5 BNBPC
High-End and workstation mobility	7EK17AV	HP IDS i7-8850H nWLANnBT 17 G5 BNBPC
High-End and workstation mobility	7JC92AV	HP IDS UMA i5-8365U OSR 840 G6 BNBPC
High-End and workstation mobility	7JC94AV	HP IDS UMA i5-8365U OSR 850 G6 BNBPC
Workstation CTO Modules	7JG48AV	HP VR Ready Configuration
Workstation CTO Modules	7JG49AV	Intel CFL Core i3 Label
Workstation CTO Modules	7JG50AV	Intel CFL Core i7 Label
Workstation CTO Modules	7JG51AV	Intel CFL Core i7 vpro Label
High-End and workstation mobility	7JM03AV	HP IDS UMA i5-8365U OSR 830 G6 BNBPC
High-End and workstation mobility	7KV93AV	HP IDS i7-9750H nWLANnBT 17 G6 BNBPC
High-End and workstation mobility	7KV94AV	HP IDS i7-9850H nWLANnBT 17 G6 BNBPC
High-End and workstation mobility	7LJ55AV	HP IDS UMA i5-8365U OSR x360 830 G6BNBPC
High-End and workstation mobility	7LK01AV	HPIDS D SCT10004GBi79750HnWLANnBT15G6BNBPC
High-End and workstation mobility	7LK02AV	HPIDS D SCT10004GBi79850HnWLANnBT15G6BNBPC
High-End and workstation mobility	7LK04AV	HPIDS D SCT20004GBi79850HnWLANnBT15G6BNBPC
Workstation CTO Modules	7MA76AV	Intel Core i9- 9900 3.1GHz 8C
Workstation CTO Modules	7MA77AV	Intel Core i9- 9900 3.1GHz 8C
Workstation CTO Modules	7MA80AV	Intel Core i9- 9900 3.1GHz 8C
High-End and workstation mobility	7NY85AW	HP ZB17G6 i5-9400H 17 8GB/500 PC Intel i5-9400H, 17.3 FHD AG LED UWVA, DSC, 8GB DDR4, 500GB HDD, Blu-ray Writer, ax+BT, 6C Batt, FPS, W10 Pro64, 3yr Wrty
High-End and workstation mobility	7NY85AW#ABA	HP ZB17G6 i5-9400H 17 8GB/500 PC Intel i5-9400H, 17.3 FHD AG LED UWVA, DSC, 8GB DDR4, 500GB HDD, Blu-ray Writer, ax+BT, 6C Batt, FPS, W10 Pro64, 3yr Wrty
High-End and workstation mobility	7NY87AW	HP ZB17G6 i7-9850H 17 16GB/256 PC Intel i7-9850H, 17.3 FHD AG LED UWVA, DSC, 16GB DDR4, 256GB SSD, Blu-ray Writer, ax+BT, 6C Batt, FPS, W10 Pro64, 3yr Wrty
High-End and workstation mobility	7NY87AW#ABA	HP ZB17G6 i7-9850H 17 16GB/256 PC Intel i7-9850H, 17.3 FHD AG LED UWVA, DSC, 16GB DDR4, 256GB SSD, Blu-ray Writer, ax+BT, 6C Batt, FPS, W10 Pro64, 3yr Wrty
High-End and workstation mobility	7NZ03AA	HP ZB17G6 E-2286M 17 32GB/512 PC Intel XE-2286M, 17.3 UHD DRM AG UWVA, DSC, 32GB DDR4, 512GB SSD, Blu-ray Writer, ax+BT, 6C Batt, FPS, W10 Pro64 WKST Plus, 3yr Wrty
High-End and workstation mobility	7NZ03AA#ABA	HP ZB17G6 E-2286M 17 32GB/512 PC Intel XE-2286M, 17.3 UHD DRM AG UWVA, DSC, 32GB DDR4, 512GB SSD, Blu-ray Writer, ax+BT, 6C Batt, FPS, W10 Pro64 WKST Plus, 3yr Wrty
High-End and workstation mobility	7NZ04AA	HP ZB17G6 E-2286M 17 64GB/1T PC Intel XE-2286M, 17.3 UHD DRM AG UWVA, DSC, 64GB DDR4, 1.0TB SSD, Blu-ray Writer, ax+BT, 6C Batt, FPS, W10 Pro64 WKST Plus, 3yr Wrty
High-End and workstation mobility	7NZ04AA#ABA	HP ZB17G6 E-2286M 17 64GB/1T PC Intel XE-2286M, 17.3 UHD DRM AG UWVA, DSC, 64GB DDR4, 1.0TB SSD, Blu-ray Writer, ax+BT, 6C Batt, FPS, W10 Pro64 WKST Plus, 3yr Wrty
Workstation CTO Modules	7NZ23AV	China Govt Procurement Label
High-End and workstation mobility	7NZ64AW	HP ZB15G6 i5-9400H 15 8GB/500 PC Intel i5-9400H, 15.6 FHD AG LED UWVA, DSC, Webcam, 8GB DDR4, 500GB HDD, ax+BT, 4C Batt, FPR, W10 Pro64, 3yr Wrty
High-End and workstation mobility	7NZ64AW#ABA	HP ZB15G6 i5-9400H 15 8GB/500 PC Intel i5-9400H, 15.6 FHD AG LED UWVA, DSC, Webcam, 8GB DDR4, 500GB HDD, ax+BT, 4C Batt, FPR, W10 Pro64, 3yr Wrty
High-End and workstation mobility	7NZ66AW	HP ZB15G6 i7-9850H 15 16GB/256 PC Intel i7-9850H, 15.6 UHD AG LED UWVA, DSC, Webcam, 16GB DDR4, 256GB SSD, ax+BT, 4C Batt, FPR, W10 Pro64, 3yr Wrty
High-End and workstation mobility	7NZ66AW#ABA	HP ZB15G6 i7-9850H 15 16GB/256 PC Intel i7-9850H, 15.6 UHD AG LED UWVA, DSC, Webcam, 16GB DDR4, 256GB SSD, ax+BT, 4C Batt, FPR, W10 Pro64, 3yr Wrty
High-End and workstation mobility	7NZ79AA	HP ZB15G6 i7-9850H 15 32GB/512 PC Intel i7-9850H, 15.6 UHD AG LED UWVA, DSC, Webcam, 32GB DDR4, 512GB SSD, ax+BT, 4C Batt, FPR, W10 Pro64, 3yr Wrty
High-End and workstation mobility	7NZ79AA#ABA	HP ZB15G6 i7-9850H 15 32GB/512 PC Intel i7-9850H, 15.6 UHD AG LED UWVA, DSC, Webcam, 32GB DDR4, 512GB SSD, ax+BT, 4C Batt, FPR, W10 Pro64, 3yr Wrty
High-End and workstation mobility	7NZ80AA	HP ZB15G6 E-2286M 15 64GB/1T PC Intel XE-2286M, 15.6 UHD DRM AG UWVA, DSC, Webcam, 64GB DDR4, 1.0TB SSD, ax+BT, 4C Batt, FPR, W10 Pro64 WKST, 3yr Wrty
High-End and workstation mobility	7NZ80AA#ABA	HP ZB15G6 E-2286M 15 64GB/1T PC Intel XE-2286M, 15.6 UHD DRM AG UWVA, DSC, Webcam, 64GB DDR4, 1.0TB SSD, ax+BT, 4C Batt, FPR, W10 Pro64 WKST, 3yr Wrty
High-End and workstation mobility	7PA08AV	HP IDS DSC i5-9300H 15v G5 BNBPC
High-End and workstation mobility	7PA09AV	HP IDS DSC i7-9750H 15v G5 BNBPC
High-End and workstation mobility	7PA10AV	HP IDS DSC i9-9880H 15v G5 BNBPC
High-End and workstation mobility	7PA11AV	HP IDS UMA i5-9300H 15v G5 BNBPC
Workstation CTO Modules	7PK65AV	Intel Core i5-8500 3.0 6C 65W
Workstation CTO Modules	7PK66AV	Intel CFL Core i5 Label
Workstation CTO Modules	7PK67AV	Intel CFL Core i5 vpro Label

Workstation CADD Catalog Category	Part Number/SKU	Description
Workstation CTO Modules	7QS99AV	HP miniDP-to-DP Adapter
Workstation CTO Modules	7QT00AV	HP miniDP-to-DP Adapter (2-pack)
Workstation CTO Modules	7QT01AV	HP miniDP-to-DP Adapter (4-pack)
Workstation CTO Modules	7QT02AV	HP miniDP-to-DP Adapter (8-pack)
Workstation CTO Modules	7QT03AV	No Adapters Needed
Workstation CTO Modules	7UB74AV	Intel Xeon 6246 3.3GHz 12C 165W
Workstation CTO Modules	7UB75AV	Intel Xeon 6246 3.3GHz 12C 165W 2nd
Options & Accessories (Workstations)	7UD05AA	Z8G4Xeon6246 3.3Ghz 2933MHz 12C 165 CPU2
High-End and workstation mobility	7UD22AV	HP IDS DSC P10004GBi7-9750HStudioG5BNBPC
High-End and workstation mobility	7UD23AV	HP IDS DSC P10004GBi7-9850HStudioG5BNBPC
High-End and workstation mobility	7UD24AV	HP IDS DSC P10004GBi9-9880HStudioG5BNBPC
High-End and workstation mobility	7UD25AV	HP IDS DSC P20004GBi7-9750HStudioG5BNBPC
High-End and workstation mobility	7UD26AV	HP IDS DSC P20004GBi7-9850HStudioG5BNBPC
High-End and workstation mobility	7UD27AV	HP IDS DSC P20004GBi9-9880HStudioG5BNBPC
High-End and workstation mobility	7UD28AV	HP IDS UMA i7-9750H Studio G5 BNBPC
High-End and workstation mobility	7UD29AV	HP IDS UMA i7-9850H Studio G5 BNBPC
High-End and workstation mobility	7UH30AV	HP IDSDSCP10004GBi7-9850HStudiox360BNBPC
High-End and workstation mobility	7UH31AV	HPIDSDSCP10004GBi79750HStudiox360G5BNBPC
High-End and workstation mobility	7UH32AV	HPIDSDSCP10004GBi99880HStudiox360G5BNBPC
High-End and workstation mobility	7UH33AV	HPIDSDSCP20004GBi79750HStudiox360G5BNBPC
High-End and workstation mobility	7UH34AV	HPIDSDSCP20004GBi79850HStudiox360G5BNBPC
High-End and workstation mobility	7UH35AV	HPIDSDSCP20004GBi99880HStudiox360G5BNBPC
High-End and workstation mobility	7UH36AV	HP IDS UMA i7-9750H Studiox360 G5 BNBPC
High-End and workstation mobility	7UH37AV	HP IDS UMA i7-9850H Studiox360 G5 BNBPC
Workstation CTO Modules	7XF69AV	Win 10 Pro 64 HIE
Workstation CTO Modules	7XF69AV#ABA	Win 10 Pro 64 HIE
Workstation CTO Modules	7XK56AV	Win 10 Pro 64 HIE
Workstation CTO Modules	7XK56AV#ABA	Win 10 Pro 64 HIE
Workstation CTO Modules	7XK60AV	Win 10 Pro 64 HIE
Workstation CTO Modules	7XK60AV#ABA	Win 10 Pro 64 HIE
High-End and workstation mobility	7ZX82AV	HP IDS UMA i5-8365U OSR 14u G6 BNBPC
High-End and workstation mobility	7ZX85AV	HP IDS UMA i5-8365U OSR 15u G6 BNBPC
Options & Accessories (Workstations)	7ZZ64AA	8GB (1x8GB) DDR4 2933 NECC UDIMM
Options & Accessories (Workstations)	7ZZ65AA	16GB (1x16GB) DDR4 2933 NECC UDIMM
Options & Accessories (Workstations)	7ZZ66AA	32GB (1x32GB) DDR4 2933 NECC UDIMM
High-End and workstation mobility	8AJ04AV	HP IDS DSCP10004GBi9-9980HKStudioG5BNBPC
High-End and workstation mobility	8AJ05AV	HP IDS DSCP20004GBi9-9980HKStudioG5BNBPC
High-End and workstation mobility	8AJ06AV	HPIDSDP10004GBi9-9980HKStudiox360G5BNBPC
High-End and workstation mobility	8AJ07AV	HPIDSDP20004GBi9-9980HKStudiox360G5BNBPC
Workstation CTO Modules	8EB84AV	Intel Core i5- 9400F 2.9GHz 6C 65W
Workstation CTO Modules	8EB85AV	Intel Core i5- 9500F 3.0GHz 6C 65W
Workstation CTO Modules	8EB86AV	AMD Rdn 520 1GB DP VGA Graphics
Workstation CTO Modules	8EB88AV	256GB Intel Optane Memory H10 wSSD
Workstation CTO Modules	8EC16AV	Intel Core i9-10900X 3.7GHz 10C 165W
Workstation CTO Modules	8EC17AV	Intel Core i9-10920X 3.5GHz 12C 165W
Workstation CTO Modules	8EC18AV	Intel Core i9-10940X 3.3GHz 14C 165W
Workstation CTO Modules	8EC19AV	Intel Core i9-10980XE 3.0GHz 18C 165W
Workstation CTO Modules	8EC20AV	Intel XeonW-2223 3.6GHz 4C 120W
Workstation CTO Modules	8EC21AV	Intel XeonW-2225 4.1GHz 4C 105W
Workstation CTO Modules	8EC22AV	Intel XeonW-2235 3.8GHz 6C 130W
Workstation CTO Modules	8EC23AV	Intel XeonW-2245 3.9GHz 8C 155W
Workstation CTO Modules	8EC24AV	Intel XeonW-2255 3.7GHz 10C 165W
Workstation CTO Modules	8EC25AV	Intel XeonW-2265 3.5GHz 12C 165W
Workstation CTO Modules	8EC26AV	Intel XeonW-2275 3.3GHz 14C 165W
Workstation CTO Modules	8EC27AV	Intel XeonW-2295 3.0GHz 18C 165W
Workstation CTO Modules	8EC28AV	128GB (2x64GB) DDR4 2933 ECC REG WW
Workstation CTO Modules	8EC29AV	128GB (4x32GB) DDR4 2933 ECC REG WW
Workstation CTO Modules	8EC30AV	128GB (4x32GB) DDR4 2933 NECC WW
Workstation CTO Modules	8EC31AV	128GB (8x16GB) DDR4 2933 ECC REG WW
Workstation CTO Modules	8EC32AV	128GB (8x16GB) DDR4 2933 NECC WW
Workstation CTO Modules	8EC33AV	16GB (1x16GB) DDR4 2933 ECC REG
Workstation CTO Modules	8EC34AV	16GB (1x16GB) DDR4 2933 UDIMM NECC

Workstation CADD Catalog Category	Part Number/SKU	Description
Workstation CTO Modules	8EC35AV	16GB (2x8GB) DDR4 2933 ECC REG WW
Workstation CTO Modules	8EC36AV	16GB (2x8GB) DDR4 2933 NECC WW
Workstation CTO Modules	8EC37AV	192GB (6x32GB) DDR4 2933 ECC REG WW
Workstation CTO Modules	8EC38AV	192GB (6x32GB) DDR4 2933 NECC WW
Workstation CTO Modules	8EC39AV	24GB (3x8GB) DDR4 2933 ECC REG WW
Workstation CTO Modules	8EC40AV	24GB (3x8GB) DDR4 2933 NECC WW
Workstation CTO Modules	8EC41AV	256GB (4x64GB) DDR4 2933 ECC REG WW
Workstation CTO Modules	8EC42AV	256GB (8x32GB) DDR4 2933 ECC REG WW
Workstation CTO Modules	8EC43AV	256GB (8x32GB) DDR4 2933 NECC WW
Workstation CTO Modules	8EC44AV	32GB (2x16GB) DDR4 2933 ECC REG WW
Workstation CTO Modules	8EC45AV	32GB (2x16GB) DDR4 2933 NECC WW
Workstation CTO Modules	8EC46AV	32GB (4x8GB) DDR4 2933 ECC REG WW
Workstation CTO Modules	8EC47AV	32GB (4x8GB) DDR4 2933 NECC WW
Workstation CTO Modules	8EC48AV	384GB (6x64GB) DDR4 2933 ECC REG WW
Workstation CTO Modules	8EC49AV	512GB (8x64GB) DDR4 2933 ECC REG WW
Workstation CTO Modules	8EC50AV	64GB (2x32GB) DDR4 2933 ECC REG WW
Workstation CTO Modules	8EC51AV	64GB (2x32GB) DDR4 2933 NECC WW
Workstation CTO Modules	8EC52AV	64GB (4x16GB) DDR4 2933 ECC REG WW
Workstation CTO Modules	8EC53AV	64GB (4x16GB) DDR4 2933 NECC WW
Workstation CTO Modules	8EC54AV	64GB (8x8GB) DDR4 2933 ECC REG WW
Workstation CTO Modules	8EC55AV	64GB (8x8GB) DDR4 2933 NECC WW
Workstation CTO Modules	8EC56AV	8GB (1x8GB) DDR4 2933 ECC REG
Workstation CTO Modules	8EC57AV	8GB (1x8GB) DDR4 2933 UDIMM NECC
Options & Accessories (Workstations)	8GQ91AA	HP QX310 Removable Carrier only
Workstation CTO Modules	8JJ02AV	Intel Xeon3206R 1.9GHz 8C 85W
Workstation CTO Modules	8JJ03AV	Intel Xeon 3206R 1.9GHz 8C 85W 2nd
Workstation CTO Modules	8JJ06AV	Intel Xeon4210R 2.4GHz 10C 100W
Workstation CTO Modules	8JJ07AV	Intel Xeon 4210R 2.4GHz 10C 100W 2nd
Workstation CTO Modules	8JJ08AV	Intel Xeon4214R 2.4GHz 12C 100W
Workstation CTO Modules	8JJ09AV	Intel Xeon 4214R 2.4GHz 12C 100W 2nd
Workstation CTO Modules	8JJ14AV	Intel Xeon5220R 2.2GHz 24C 150W
Workstation CTO Modules	8JJ15AV	Intel Xeon5220R 2.2GHz 24C 150W 2nd
Workstation CTO Modules	8JJ16AV	HP QX310 RmblCarrier wPCIe card
Workstation CTO Modules	8JJ30AV	HP QX310 Rmbl Frame/Carrier w/PCIe card
Workstation CTO Modules	8JM54AV	Intel Xeon3206R 1.9GHz 8C 85W
Workstation CTO Modules	8JM55AV	Intel Xeon 3206R 1.9GHz 8C 85W 2nd
Workstation CTO Modules	8JM58AV	Intel Xeon4210R 2.4GHz 10C 100W
Workstation CTO Modules	8JM59AV	Intel Xeon 4210R 2.4GHz 10C 100W 2nd
Workstation CTO Modules	8JM60AV	Intel Xeon4214R 2.4GHz 12C 100W
Workstation CTO Modules	8JM61AV	Intel Xeon 4214R 2.4GHz 12C 100W 2nd
Workstation CTO Modules	8JM66AV	Intel Xeon5220R 2.2GHz 24C 150W
Workstation CTO Modules	8JM67AV	Intel Xeon5220R 2.2GHz 24C 150W 2nd
Workstation CTO Modules	8JM68AV	HP QX310 Rmbl Frame/Carrier w/PCIe card
Workstation CTO Modules	8MB69AV	1TB M.2 2280 PCIe NVMe TLC SSD
Workstation CTO Modules	8MB70AV	256GB M.2 2280 PCIe NVMe TLC SSD
Workstation CTO Modules	8MB71AV	512GB M.2 2280 PCIe NVMe TLC SSD
Workstation CTO Modules	8MC57AV	1TB M.2 2280 PCIe NVMe TLC SSD
Workstation CTO Modules	8MC58AV	1TB M.2 2280 PCIe NVMe TLC 2nd SSD
Workstation CTO Modules	8MC59AV	1TB M.2 2280 PCIe NVMe TLC 3rd SSD
Workstation CTO Modules	8MC60AV	1TB M.2 2280 PCIe NVMe TLC 4th SSD
Workstation CTO Modules	8MC61AV	1TB M.2 2280 PCIe NVMe TLC Dual SSD
Workstation CTO Modules	8MC62AV	1TB M.2 2280 PCIe NVMe TLC Dual 2nd SSD
Workstation CTO Modules	8MC63AV	256GB M.2 2280 PCIe NVMe TLC SSD
Workstation CTO Modules	8MC64AV	256GB M.2 2280 PCIe NVMe TLC 2nd SSD
Workstation CTO Modules	8MC65AV	256GB M.2 2280 PCIe NVMe TLC 3rd SSD
Workstation CTO Modules	8MC66AV	256GB M.2 2280 PCIe NVMe TLC 4th SSD
Workstation CTO Modules	8MC67AV	256GB M.2 2280 PCIe NVMe TLC DL 2nd SSD
Workstation CTO Modules	8MC68AV	256GB M.2 2280 PCIe NVMe TLC Dual SSD
Workstation CTO Modules	8MC69AV	512GB M.2 2280 PCIe NVMe TLC SSD
Workstation CTO Modules	8MC70AV	512GB M.2 2280 PCIe NVMe TLC 2nd SSD
Workstation CTO Modules	8MC71AV	512GB M.2 2280 PCIe NVMe TLC 3rd SSD
Workstation CTO Modules	8MC72AV	512GB M.2 2280 PCIe NVMe TLC 4th SSD

Workstation CADD Catalog Category	Part Number/SKU	Description
Workstation CTO Modules	8MC73AV	512GB M.2 2280 PCIe NVMe TLC DL 2nd SSD
Workstation CTO Modules	8MC74AV	512GB M.2 2280 PCIe NVMe TLC Dual SSD
Workstation CTO Modules	8MC76AV	1TB M.2 2280 PCIe NVMe TLC SSD
Workstation CTO Modules	8MC77AV	1TB M.2 2280 PCIe NVMe TLC 2nd SSD
Workstation CTO Modules	8MC78AV	256GB M.2 2280 PCIe NVMe TLC SSD
Workstation CTO Modules	8MC79AV	256GB M.2 2280 PCIe NVMe TLC 2nd SSD
Workstation CTO Modules	8MC80AV	512GB M.2 2280 PCIe NVMe TLC SSD
Workstation CTO Modules	8MC81AV	512GB M.2 2280 PCIe NVMe TLC 2nd SSD
Workstation CTO Modules	8MC83AV	1TB M.2 2280 PCIe NVMe TLC SSD
Workstation CTO Modules	8MC84AV	1TB M.2 2280 PCIe NVMe TLC 2nd SSD
Workstation CTO Modules	8MC85AV	256GB M.2 2280 PCIe NVMe TLC SSD
Workstation CTO Modules	8MC86AV	256GB M.2 2280 PCIe NVMe TLC 2nd SSD
Workstation CTO Modules	8MC87AV	512GB M.2 2280 PCIe NVMe TLC SSD
Workstation CTO Modules	8MC88AV	512GB M.2 2280 PCIe NVMe TLC 2nd SSD
Workstation CTO Modules	8MC94AV	1TB M.2 2280 PCIe NVMe TLC SSD
Workstation CTO Modules	8MC95AV	1TB M.2 2280 PCIe NVMe TLC 2nd SSD
Workstation CTO Modules	8MC96AV	1TB M.2 2280 PCIe NVMe TLC Dual SSD
Workstation CTO Modules	8MC97AV	1TB M.2 2280 PCIe NVMe TLC Dual 2nd SSD
Workstation CTO Modules	8MC98AV	256GB M.2 2280 PCIe NVMe TLC SSD
Workstation CTO Modules	8MC99AV	256GB M.2 2280 PCIe NVMe TLC 2nd SSD
Workstation CTO Modules	8MD00AV	256GB M.2 2280 PCIe NVMe TLC DL 2nd SSD
Workstation CTO Modules	8MD01AV	256GB M.2 2280 PCIe NVMe TLC Dual SSD
Workstation CTO Modules	8MD02AV	512GB M.2 2280 PCIe NVMe TLC SSD
Workstation CTO Modules	8MD03AV	512GB M.2 2280 PCIe NVMe TLC 2nd SSD
Workstation CTO Modules	8MD04AV	512GB M.2 2280 PCIe NVMe TLC DL 2nd SSD
Workstation CTO Modules	8MD05AV	512GB M.2 2280 PCIe NVMe TLC Dual SSD
Workstation CTO Modules	8MD16AV	1TB M.2 2280 PCIe NVMe TLC SSD
Workstation CTO Modules	8MD17AV	1TB M.2 2280 PCIe NVMe TLC 2nd SSD
Workstation CTO Modules	8MD18AV	1TB M.2 2280 PCIe NVMe TLC Dual SSD
Workstation CTO Modules	8MD19AV	1TB M.2 2280 PCIe NVMe TLC Dual 2nd SSD
Workstation CTO Modules	8MD20AV	256GB M.2 2280 PCIe NVMe TLC SSD
Workstation CTO Modules	8MD21AV	256GB M.2 2280 PCIe NVMe TLC 2nd SSD
Workstation CTO Modules	8MD22AV	256GB M.2 2280 PCIe NVMe TLC DL 2nd SSD
Workstation CTO Modules	8MD23AV	256GB M.2 2280 PCIe NVMe TLC Dual SSD
Workstation CTO Modules	8MD24AV	512GB M.2 2280 PCIe NVMe TLC SSD
Workstation CTO Modules	8MD25AV	512GB M.2 2280 PCIe NVMe TLC 2nd SSD
Workstation CTO Modules	8MD26AV	512GB M.2 2280 PCIe NVMe TLC DL 2nd SSD
Workstation CTO Modules	8MD27AV	512GB M.2 2280 PCIe NVMe TLC Dual SSD
High-End and workstation mobility	8MQ81AV	HP IDS UMA i5-10210U x360 830 G7 BNBPC
High-End and workstation mobility	8MQ82AV	HP IDS UMA i7-10510U x360 830 G7 BNBPC
High-End and workstation mobility	8MQ83AV	HP IDS UMA i5-10310U OSR x360 830G7BNBPC
High-End and workstation mobility	8MQ84AV	HP IDS UMA i5-10310U x360 830 G7 BNBPC
High-End and workstation mobility	8MQ85AV	HP IDS UMA i7-10610U OSR x360 830G7BNBPC
High-End and workstation mobility	8MQ86AV	HP IDS UMA i7-10610U x360 830 G7 BNBPC
High-End and workstation mobility	8MQ87AV	HP IDS UMA i7-10810U OSR x360 830G7BNBPC
Workstation CTO Modules	8ND61AV	Intel Core i7-9700k 3.6GHz 8C
Workstation CTO Modules	8ND62AV	Intel Core i9-9900k 3.6GHz 8C
Workstation CTO Modules	8ND63AV	Intel Xeon E-2286G 4.0GHz 6C
Options & Accessories (Workstations)	8PE62AA	HP 256GB M.2 2280 PCIe TLC SSD Module
Options & Accessories (Workstations)	8PE63AA	HP 512GB M.2 2280 PCIe TLC SSD Module
Options & Accessories (Workstations)	8PE64AA	HP 1TB M.2 2280 PCIe TLC SSD Module
Options & Accessories (Workstations)	8PE65AA	HP 256GB M.2 2280 PCIeTLC SSD Z2 MiniKit
Options & Accessories (Workstations)	8PE66AA	HP 512GB M.2 2280 PCIeTLC SSD Z2 MiniKit
Options & Accessories (Workstations)	8PE67AA	HP 1TB M.2 2280 PCIe TLC SSD Z2 Mini Kit
Options & Accessories (Workstations)	8PE68AA	HP 256GB M.2 2280 PCIeTLC SSD Z2/4/6 Kit
Options & Accessories (Workstations)	8PE69AA	HP 512GB M.2 2280 PCIeTLC SSD Z2/4/6 Kit
Options & Accessories (Workstations)	8PE70AA	HP 1TB M.2 2280 PCIeTLC SSD Z2/4/6 Kit
Options & Accessories (Workstations)	8PE71AA	HP 1x256GB M.2 2280 PCIeTLC SSD Z8G4 Kit
Options & Accessories (Workstations)	8PE72AA	HP 1x512GB M.2 2280 PCIeTLC SSD Z8G4 Kit
Options & Accessories (Workstations)	8PE73AA	HP 1x1TB M.2 2280 PCIe TLC SSD Z8 G4 Kit
Options & Accessories (Workstations)	8PE74AA	HP 1x256GB M.2 2280 PCIeTLCSSD DualProKt
Options & Accessories (Workstations)	8PE75AA	HP 1x512GB M.2 2280 PCIeTLC SSDDualProKt



Workstation CADD Catalog Category	Part Number/SKU	Description
Options & Accessories (Workstations)	8PE76AA	HP 1x1TB M.2 2280 PCIeTLC SSD DualProKit
High-End and workstation mobility	8PV71AV	HP IDS UMA i5-10210U 830 G7 BNBPC
High-End and workstation mobility	8PV72AV	HP IDS UMA i7-10510U 830 G7 BNBPC
High-End and workstation mobility	8PV73AV	HP IDS UMA i5-10310U 830 G7 BNBPC
High-End and workstation mobility	8PV74AV	HP IDS UMA i5-10310U OSR 830 G7 BNBPC
High-End and workstation mobility	8PV75AV	HP IDS UMA i7-10610U 830 G7 BNBPC
High-End and workstation mobility	8PV76AV	HP IDS UMA i7-10610U OSR 830 G7 BNBPC
High-End and workstation mobility	8PV77AV	HP IDS UMA i7-10810U OSR 830 G7 BNBPC
High-End and workstation mobility	8PZ96AV	HP IDS UMA i5-10210U 840 G7 BNBPC
High-End and workstation mobility	8PZ97AV	HP IDS UMA i7-10510U 840 G7 BNBPC
High-End and workstation mobility	8PZ98AV	HP IDS UMA i5-10310U 840 G7 BNBPC
High-End and workstation mobility	8PZ99AV	HP IDS UMA i5-10310U OSR 840 G7 BNBPC
High-End and workstation mobility	8QA00AV	HP IDS UMA i7-10610U 840 G7 BNBPC
High-End and workstation mobility	8QA01AV	HP IDS UMA i7-10610U OSR 840 G7 BNBPC
High-End and workstation mobility	8QA02AV	HP IDS UMA i7-10810U OSR 840 G7 BNBPC
Workstation CTO Modules	8QR48AV	MS Managed Desktop Image
High-End and workstation mobility	8QR58AV	HP IDS UMA i7-9750H 15v G5 BNBPC
Workstation CTO Modules	8RL53AV	Nvd Gef RTX2060 Super 8GB Graphics
High-End and workstation mobility	8RN38AV	HP IDS UMA R3 PRO 4450U 835 G7 BNBPC
High-End and workstation mobility	8RN39AV	HP IDS UMA R5 PRO 4650U 835 G7 BNBPC
High-End and workstation mobility	8RN40AV	HP IDS UMA R7 PRO 4750U 835 G7 BNBPC
Workstation CTO Modules	8SU00AV	2TB 7200 SATA 3.5in
Workstation CTO Modules	8SU01AV	2TB 7200 SATA 3.5in
Workstation CTO Modules	8SU02AV	2TB 7200 SATA 3.5in
Workstation CTO Modules	8SU03AV	2TB 7200 SATA 3.5in
Workstation CTO Modules	8SU10AV	2TB 7200 SATA 3.5in
Options & Accessories (Workstations)	8TC68AA	HP Z4G4 MemCooler Xeon W-21/W-22 CoreX
High-End and workstation mobility	8TP52AV	HP IDS DSC i5-10210U 850 G7 BNBPC
High-End and workstation mobility	8TP53AV	HP IDS DSC i7-10510U 850 G7 BNBPC
High-End and workstation mobility	8TP54AV	HP IDS DSC i5-10310U 850 G7 BNBPC
High-End and workstation mobility	8TP55AV	HP IDS DSC i7-10610U 850 G7 BNBPC
High-End and workstation mobility	8TP56AV	HP IDS DSC i7-10610U OSR 850 G7 BNBPC
High-End and workstation mobility	8TP57AV	HP IDS DSC i7-10810U OSR 850 G7 BNBPC
High-End and workstation mobility	8TP58AV	HP IDS UMA i5-10210U 850 G7 BNBPC
High-End and workstation mobility	8TP59AV	HP IDS UMA i7-10510U 850 G7 BNBPC
High-End and workstation mobility	8TP60AV	HP IDS UMA i5-10310U 850 G7 BNBPC
High-End and workstation mobility	8TP61AV	HP IDS UMA i5-10310U OSR 850 G7 BNBPC
High-End and workstation mobility	8TP62AV	HP IDS UMA i7-10610U 850 G7 BNBPC
High-End and workstation mobility	8TP63AV	HP IDS UMA i7-10610U OSR 850 G7 BNBPC
High-End and workstation mobility	8TP64AV	HP IDS UMA i7-10810U OSR 850 G7 BNBPC
Options & Accessories (Workstations)	8VE04AA	HDD 2TB 7200RPM SATA 3.5in SMR
High-End and workstation mobility	8VK69AV	HP IDS DSC i5-10210U 16GB 14 G7 BNBPC
High-End and workstation mobility	8VK70AV	HP IDS DSC i5-10210U 8GB 14 G7 BNBPC
High-End and workstation mobility	8VK71AV	HP IDS DSC i7-10510U 16GB 14 G7 BNBPC
High-End and workstation mobility	8VK72AV	HP IDS DSC i7-10510U 32GB 14 G7 BNBPC
High-End and workstation mobility	8VK73AV	HP IDS DSC i5-10310U 16GB 14 G7 BNBPC
High-End and workstation mobility	8VK74AV	HP IDS DSC i5-10310U 16GB OSR 14 G7BNBPC
High-End and workstation mobility	8VK75AV	HP IDS DSC i5-10310U 8GB 14 G7 BNBPC
High-End and workstation mobility	8VK76AV	HP IDS DSC i7-10610U 16GB 14 G7 BNBPC
High-End and workstation mobility	8VK77AV	HP IDS DSC i7-10610U 16GB OSR 14 G7BNBPC
High-End and workstation mobility	8VK78AV	HP IDS DSC i7-10610U 32GB 14 G7 BNBPC
High-End and workstation mobility	8VK79AV	HP IDS DSC i7-10810U 16GB 14 G7 BNBPC
High-End and workstation mobility	8VK80AV	HP IDS DSC i7-10810U 32GB 14 G7 BNBPC
High-End and workstation mobility	8VK81AV	HP IDS DSC i7-10810U 32GB OSR 14 G7BNBPC
High-End and workstation mobility	8VK82AV	HP IDS UMA i5-10210U 14 G7 BNBPC
High-End and workstation mobility	8VK83AV	HP IDS UMA i7-10510U 14 G7 BNBPC
High-End and workstation mobility	8VK84AV	HP IDS UMA i5-10310U 14 G7 BNBPC
High-End and workstation mobility	8VK85AV	HP IDS UMA i5-10310U OSR 14 G7 BNBPC
High-End and workstation mobility	8VK86AV	HP IDS UMA i7-10610U 14 G7 BNBPC
High-End and workstation mobility	8VK87AV	HP IDS UMA i7-10610U OSR 14 G7 BNBPC
High-End and workstation mobility	8VK88AV	HP IDS UMA i7-10810U OSR 14 G7 BNBPC
High-End and workstation mobility	8VZ05AV	HP IDS UMA R3 PRO 4450U 845 G7 BNBPC

Workstation CADD Catalog Category	Part Number/SKU	Description
High-End and workstation mobility	8VZ06AV	HP IDS UMA R5 PRO 4650U 845 G7 BNBPC
High-End and workstation mobility	8VZ07AV	HP IDS UMA R7 PRO 4750U 845 G7 BNBPC
High-End and workstation mobility	8WR99AV	HP IDS DSC i5-10210U 15 G7 BNBPC
High-End and workstation mobility	8WS00AV	HP IDS DSC i7-10510U 15 G7 BNBPC
High-End and workstation mobility	8WS01AV	HP IDS DSC i5-10310U 15 G7 BNBPC
High-End and workstation mobility	8WS02AV	HP IDS DSC i5-10310U OSR 15 G7 BNBPC
High-End and workstation mobility	8WS03AV	HP IDS DSC i7-10610U 15 G7 BNBPC
High-End and workstation mobility	8WS04AV	HP IDS DSC i7-10610U OSR 15 G7 BNBPC
High-End and workstation mobility	8WS05AV	HP IDS DSC i7-10810U 15 G7 BNBPC
High-End and workstation mobility	8WS06AV	HP IDS DSC i7-10810U OSR 15 G7 BNBPC
High-End and workstation mobility	8WS07AV	HP IDS UMA i5-10210U 15 G7 BNBPC
High-End and workstation mobility	8WS08AV	HP IDS UMA i7-10510U 15 G7 BNBPC
High-End and workstation mobility	8WS09AV	HP IDS UMA i5-10310U 15 G7 BNBPC
High-End and workstation mobility	8WS10AV	HP IDS UMA i5-10310U OSR 15 G7 BNBPC
High-End and workstation mobility	8WS11AV	HP IDS UMA i7-10610U 15 G7 BNBPC
High-End and workstation mobility	8WS12AV	HP IDS UMA i7-10610U OSR 15 G7 BNBPC
High-End and workstation mobility	8WS13AV	HP IDS UMA i7-10810U 15 G7 BNBPC
High-End and workstation mobility	8WS14AV	HP IDS UMA i7-10810U OSR 15 G7 BNBPC
Workstation CTO Modules	9EL88AV	HP Z Turbo Drv M.2 2TB SED OPAL2 TLC SSD
Workstation CTO Modules	9EL90AV	HP Z Turbo Drv M.2 2TB SED OPAL2 TLC SSD
Workstation CTO Modules	9EL91AV	HP Z Turbo Drv M.2 2TB SED OPAL2 TLC SSD
Workstation CTO Modules	9EL92AV	HP Z Turbo Drv M.2 2TB SED OPAL2 TLC SSD
Workstation CTO Modules	9EL94AV	HP Z Turbo Drv M.2 2TB SED OPAL2 TLC SSD
High-End Workstations	9GF31UA	HP Z4G4T XW2133 128GB/4TB PC Intel XW2133, 4TB HDD, DVD+/-RW, 128GB DDR4, NVD Qdro RTX 8000, Linux-ready, 3-3-3 Wty
High-End Workstations	9GF31UA#ABA	HP Z4G4T XW2133 128GB/4TB PC Intel XW2133, 4TB HDD, DVD+/-RW, 128GB DDR4, NVD Qdro RTX 8000, Linux-ready, 3-3-3 Wty
High-End Workstations	9GF32UA	HP Z8G4T X6244 192GB/2TB PC Intel X-6244, 2TB SSD, DVD+/-RW, 192GB DDR4, NVD Qdro RTX 8000, Linux-ready, 3-3-3 Wty
High-End Workstations	9GF32UA#ABA	HP Z8G4T X6244 192GB/2TB PC Intel X-6244, 2TB SSD, DVD+/-RW, 192GB DDR4, NVD Qdro RTX 8000, Linux-ready, 3-3-3 Wty
High-End and workstation mobility	9JG50UA	HP ZB17G6 i9-9880H 17 64GB/512 PC Intel i9-9880H, 17.3 FHD AG LED UWVA, DSC, 64GB DDR4, 512GB SSD, ax+BT, 6C Batt, FPS, W10 Pro64 HIE, 3yr Wrty
High-End and workstation mobility	9JG50UA#ABA	HP ZB17G6 i9-9880H 17 64GB/512 PC Intel i9-9880H, 17.3 FHD AG LED UWVA, DSC, 64GB DDR4, 512GB SSD, ax+BT, 6C Batt, FPS, W10 Pro64 HIE, 3yr Wrty
High-End and workstation mobility	9JN36AV	HPIDS DP10004GBi7-9850HTPMStudioX360BNBPC
High-End and workstation mobility	9JP55AV	AMD RdnP W5500 8GB 4DP Graphics
High-End and workstation mobility	9JP56AV	AMD RdnP W5500 8GB 4DP 2nd Graphics
High-End and workstation mobility	9JP57AV	AMD RdnP W5500 8GB 4DP 3rd Graphics
Workstation CTO Modules	9JP58AV	AMD RdnP W5700 8GB 5mDP+USBc GFX
Workstation CTO Modules	9JP59AV	AMD RdnP W5700 8GB 5mDP+USBc 2nd GFX
Workstation CTO Modules	9JP80AV	AMD RdnP W5500 8GB 4DP Graphics
Workstation CTO Modules	9JP81AV	AMD RdnP W5700 8GB 5mDP+USBc GFX
High-End and workstation mobility	9JP82AV	AMD RdnP W5500 8GB 4DP Graphics
High-End and workstation mobility	9JP83AV	AMD RdnP W5500 8GB 4DP 2nd Graphics
Workstation CTO Modules	9JP84AV	AMD RdnP W5700 8GB 5mDP+USBc GFX
High-End and workstation mobility	9JP95AV	AMD RdnP W5500 8GB 4DP Graphics
High-End and workstation mobility	9JP96AV	AMD RdnP W5500 8GB 4DP 2nd Graphics
Workstation CTO Modules	9JP97AV	AMD RdnP W5700 8GB 5mDP+USBc GFX
Workstation CTO Modules	9JP98AV	AMD RdnP W5700 8GB 5mDP+USBc 2nd GFX
Workstation CTO Modules	9NK57AV	HP Z Turbo Drv QX310 1TB SSD
Workstation CTO Modules	9NK59AV	HP Z Turbo Drv QX310 256GB SSD
Workstation CTO Modules	9NK61AV	HP Z Turbo Drv QX310 2TB SSD
Workstation CTO Modules	9NK62AV	HP Z Turbo Drv QX310 512GB SSD
Workstation CTO Modules	9NK70AV	HP Z Turbo Drv QX310 1TB SSD
Workstation CTO Modules	9NK72AV	HP Z Turbo Drv QX310 256GB SSD
Workstation CTO Modules	9NK74AV	HP Z Turbo Drv QX310 2TB SSD
Workstation CTO Modules	9NK75AV	HP Z Turbo Drv QX310 512GB SSD
Workstation CTO Modules	9NK94AV	HP Z Turbo Drv QX310 1TB SSD
Workstation CTO Modules	9NK96AV	HP Z Turbo Drv QX310 256GB SSD
Workstation CTO Modules	9NK98AV	HP Z Turbo Drv QX310 2TB SSD
Workstation CTO Modules	9NK99AV	HP Z Turbo Drv QX310 512GB SSD
Workstation CTO Modules	9TR03AV	NVIDIA GeF RTX2070 Super 8GB Graphics
Workstation CTO Modules	9TR04AV	Nvd Qdr 4GB P1000 (4)mDP Graphics
Workstation CTO Modules	9TR05AV	SSD 1TB M.2 PCIe NVMe TLC Removable
Workstation CTO Modules	9TR06AV	SSD 256GB M.2 PCIe NVMe TLC Removable
Workstation CTO Modules	9TR07AV	SSD 512GB M.2 PCIe NVMe TLC Removable
High-End and workstation mobility	9UT58AV	HP IDS UMA i5-9400H 15 G6 BNBPC

Workstation CADD Catalog Category	Part Number/SKU	Description
High-End and workstation mobility	9UT59AV	HP IDS UMA i5-9400H nWLANnBT 15 G6 BNBPC
High-End and workstation mobility	9UT60AV	HP IDS UMA i7-9850H nWLANnBT 15 G6 BNBPC
Workstation CTO Modules	9VE49AV	Nvd Gef RTX2080 Super 8GB Graphics
Workstation CTO Modules	9VJ88AV	Intel Core i5-8400 2.8GHz 6C 65W
Workstation CTO Modules	9VJ95AV	Intel Xeon4215R 3.2GHz 8C 130W
Workstation CTO Modules	9VJ96AV	Intel Xeon4215R 3.2GHz 8C 130W 2nd
Workstation CTO Modules	9VJ97AV	Intel Xeon5218R 2.1GHz 20C 125W
Workstation CTO Modules	9VJ98AV	Intel Xeon5218R 2.1GHz 20C 125W 2nd
Workstation CTO Modules	9VJ99AV	Intel Xeon6226R 2.9GHz 16C 150W
Workstation CTO Modules	9VK00AV	Intel Xeon6226R 2.9GHz 16C 150W 2nd
Workstation CTO Modules	9VK01AV	Intel Xeon6238R 2.2GHz 28C 165W
Workstation CTO Modules	9VK02AV	Intel Xeon6238R 2.2GHz 28C 165W 2nd
Workstation CTO Modules	9VK03AV	Intel Xeon6240R 2.4GHz 24C 165W
Workstation CTO Modules	9VK04AV	Intel Xeon6240R 2.4GHz 24C 165W 2nd
Workstation CTO Modules	9VK05AV	Intel Xeon6242R 3.1GHz 20C 205W
Workstation CTO Modules	9VK06AV	Intel Xeon6242R 3.1GHz 20C 205W 2nd
Workstation CTO Modules	9VK07AV	Intel Xeon6246R 3.4GHz 16C 205W
Workstation CTO Modules	9VK08AV	Intel Xeon6246R 3.4GHz 16C 205W 2nd
Workstation CTO Modules	9VK09AV	Intel Xeon6248R 3.0GHz 24C 205W
Workstation CTO Modules	9VK10AV	Intel Xeon6248R 3.0GHz 24C 205W 2nd
Workstation CTO Modules	9VK15AV	Intel Xeon6258R 2.7GHz 28C 205W
Workstation CTO Modules	9VK16AV	Intel Xeon6258R 2.7GHz 28C 205W 2nd
Workstation CTO Modules	9VK17AV	Intel Xeon Gold 6230R 2.10G 26C 150W
Workstation CTO Modules	9VK18AV	Intel Xeon Gold 6230R 2.10G 26C 150W 2nd
Workstation CTO Modules	9VK28AV	Intel Xeon4215R 3.2GHz 8C 130W
Workstation CTO Modules	9VK29AV	Intel Xeon4215R 3.2GHz 8C 130W 2nd
Workstation CTO Modules	9VK30AV	Intel Xeon5218R 2.1GHz 20C 125W
Workstation CTO Modules	9VK31AV	Intel Xeon5218R 2.1GHz 20C 125W 2nd
Workstation CTO Modules	9VK32AV	Intel Xeon6226R 2.9GHz 16C 150W
Workstation CTO Modules	9VK33AV	Intel Xeon6226R 2.9GHz 16C 150W 2nd
Workstation CTO Modules	9VK34AV	Intel Xeon6238R 2.2GHz 28C 165W
Workstation CTO Modules	9VK36AV	Intel Xeon6240R 2.4GHz 24C 165W
Workstation CTO Modules	9VK38AV	Intel Xeon6242R 3.1GHz 20C 205W
Workstation CTO Modules	9VK40AV	Intel Xeon6246R 3.4GHz 16C 205W
Workstation CTO Modules	9VK42AV	Intel Xeon6248R 3.0GHz 24C 205W
Workstation CTO Modules	9VK47AV	Intel Xeon6258R 2.7GHz 28C 205W
Workstation CTO Modules	9VK49AV	Intel Xeon Gold 6230R 2.10G 26C 150W
Workstation CTO Modules	9VK50AV	Intel Xeon Gold 6230R 2.10G 26C 150W 2nd
High-End and workstation mobility	9VL57AV	HP IDS DSC T2000 4GB i7-9750H 15 G6BNBPC
Workstation CTO Modules	9WE10AV	Enable Hybrid Graphics
Workstation CTO Modules	9WE11AV	Enable Hybrid Graphics
High-End and workstation mobility	9WZ89AV	HP IDS UMA i7-10710U x360 830 G7 BNBPC
High-End and workstation mobility	9XM83AV	HP IDS UMA i9-9880H 15 G6 BNBPC
Workstation CTO Modules	9ZG91AV	Data Science Ready
Workstation CTO Modules	9ZH17AV	Data Science Ready
Workstation CTO Modules	9ZH19AV	Data Science Ready
Workstation CTO Modules	9ZH22AV	Data Science Ready
Workstation CTO Modules	9ZH25AV	Data Science Ready
Workstation CTO Modules	9ZH27AV	Data Science Ready
Options & Accessories (Workstations)	A3D26AA	HP 256GB SATA SSD
Options & Accessories (Workstations)	B8K60AA	HP 4-in-1 SFF (2.5in) HDD Carrier
Options & Accessories (Monitors)	BT861AA	HP Single Monitor Arm
Options & Accessories (Workstations)	C3N53AA	HP 10GbE SFP+ SR Transceiver
Workstation CTO Modules	C7T74AV	HP DisplayPort To VGA Adapter
Workstation CTO Modules	D5H29AV	Lower 3.5 inch Bay Screws
Options & Accessories (Workstations)	D8F30AA	HP 512GB SATA SSD
Options & Accessories (Workstations)	D8N29AA	500GB 7200 RPM SATA SFF SED HDD
Workstation CTO Modules	E4T19AV	Z2 SATA Data Cable - ST-RA 1
Workstation CTO Modules	E4T21AV	Z2 SATA Data Cable - ST-ST 1
Monitors	E4U30AA	HP EliteDisplay E190i LED MNT
Monitors	E4U30AA#ABA	HP EliteDisplay E190i LED MNT
Options & Accessories (Workstations)	EM165AA	HP Internal USB Port Kit Provides internal USB A-type receptacle for internal USB device or USB cable attach. Connects to motherboard header. Mechanical tie down connects to chassis

Workstation CADD Catalog Category	Part Number/SKU	Description
Options & Accessories (Monitors)	EM870AA	HP QUICK RELEASE BRACKET
Options & Accessories (Workstations)	F3C96AA	Micron M550 1TB SATA SSD
Monitors	F4M97AA	HP ProDisplay P17A LED MNT
Monitors	F4M97AA#ABA	HP ProDisplay P17A LED MNT
Options & Accessories (Workstations)	FZ576AA	HP DX115 Removable HDD Frame/Carrier
Options & Accessories (Workstations)	G7U67AA	256GB SATA SED Opal 2 SSD
Options & Accessories (Workstations)	GM110AA	HP eSATA 2 Port PCI Bulkhead Kit
Care Pack Services	HP708PE	HP 1y PW Nbd Onsite with DMR WS Only Svc,Personal Workstations,1yr Post Warranty Next Bus Day HW Support w/Defective Media Retention. Excl ext monitor,Std bus days/hrs, excl HP hol
Options & Accessories (Workstations)	J5T63A6	HP 2.5in to 3.5in HDD Adapter Kit Bulk30
Options & Accessories (Workstations)	J5T63AA	HP 2.5in to 3.5in HDD Adapter Kit
Options & Accessories (Workstations)	K0A25AA	NVIDIA 3D Stereo Bracket
Options & Accessories (Workstations)	K3R63AA	HP 9.5mm Slim DVD-ROM Drive
Options & Accessories (Workstations)	K3R64AA	HP 9.5mm Slim SuperMulti DVD Writer
Options & Accessories (Workstations)	K3R65AA	HP 9.5mm Slim BDXL Blu-Ray Writer
Options & Accessories (Workstations)	K4T74AA	HP 2.5in HDD/SSD 2-in-1 ODD Bay Bracket
Options & Accessories (Workstations)	K4T76AA	HP 4TB SATA 7200 HDD
Monitors	K7X31AA	HP ProDisplay P232 LEDBlt Monitor
Monitors	K7X31AA#ABA	HP ProDisplay P232 LEDBlt Monitor
Options & Accessories (Workstations)	L5B74AA	300GB 15k RPM SAS SFF Hard Drive
Workstation CTO Modules	L8S17AV	Windows 10 Pro 64-bit
Workstation CTO Modules	L8S17AV#ABA	Windows 10 Pro 64-bit
Workstation CTO Modules	L8S33AV	HP 3/3/3 SFF Warranty
Workstation CTO Modules	L8S33AV#ABA	HP 3/3/3 SFF Warranty
Workstation CTO Modules	L8T15AV	HP Z240 Workstation Country Kit
Workstation CTO Modules	L8T15AV#ABA	HP Z240 Workstation Country Kit
Options & Accessories (Workstations)	LQ036AA	HP 500GB SATA 6Gb/s 7200 HDD
Options & Accessories (Workstations)	LQ037AA	HP 1TB SATA 6Gb/s 7200 HDD
Workstation CTO Modules	M0U73AV	HP Z240 SFF 240W 92 percent eff. Chassis
Monitors	M1F41AA	HP EliteDisplay E202 Monitor
Monitors	M1F41AA#ABA	HP EliteDisplay E202 Monitor
Monitors	M1F41U9	HP EliteDisplay E202 HEAD ONLY
Monitors	M1F41U9#ABA	HP EliteDisplay E202 HEAD ONLY
Options & Accessories (Workstations)	M1F74AA	HP Z Turbo Drive G2 512GB PCIe SSD
Options & Accessories (Workstations)	M5C35AA	3Dconnexion CADMouse
Workstation CTO Modules	M6Q10AV	HP USB Keyboard
Workstation CTO Modules	M6Q10AV#ABA	HP USB Keyboard
Workstation CTO Modules	M6Q14AV	HP USB Optical Mouse
Workstation CTO Modules	M6Q15AV	HP Single Unit (SFF) Packaging
Workstation CTO Modules	M6U81AV	500GB 7200 RPM SATA 1st HDD
Workstation CTO Modules	M6U90AV	500GB 7200 RPM SATA 2nd HDD
Workstation CTO Modules	M8Z01AV	Operating System Load to SATA
Options & Accessories (Workstations)	N1G35AA	6pin to 8pin Power Supply Adapter
Workstation CTO Modules	N2G29AV	Intel Core i5-6500 3.2 6M 4C SFF CPU
Workstation CTO Modules	N3U69AV	Intel Skylake HD Graphics (Core-i3 CPU)
Options & Accessories (Workstations)	N8T26AA	HP 512GB SATA SED SSD
Options & Accessories (Workstations)	NQ099AA	HP Optical Bay HDD Mounting Bracket-BLK
Workstation CTO Modules	P3F89AV	Linux-ready
Options & Accessories (Workstations)	QB576AA	HP 2TB SATA 6Gb/s 7200 HDD
Options & Accessories (Workstations)	T1P61AA	4pin to Dual-SATA Power Adapter Cable
Options & Accessories (Workstations)	T3U07AA	HP Enterprise Class 240GB SATA SSD
Options & Accessories (Workstations)	T3U08AA	HP Enterprise Class 480GB SATA SSD
Entry/Value Workstations	V1M59AV	HP Z240 SFF Workstation Long Life
Options & Accessories (Workstations)	V4A91AA	Intel Ethernet I350-T2 2-Port 1Gb NIC
Workstation CTO Modules	V8B19AV	HP Remote Graphics Software (RGS) for Z
Options & Accessories (Workstations)	VE053AA	HP DVI to VGA Adapter
Options & Accessories (Workstations)	WOR10AA	HP 1TB Enterprise SATA 7200 HDD
Monitors	W2Z50A9	HP EliteDisplay E230t 23-in TouchMNT
Monitors	W2Z50A9#ABA	HP EliteDisplay E230t 23-in TouchMNT
Monitors	W2Z50AA	HP EliteDisplay E230t 23-in TouchMNT
Monitors	W2Z50AA#ABA	HP EliteDisplay E230t 23-in TouchMNT
Monitors	W2Z50U9	HP EliteDisplay E230t TouchMNT HEAD ONLY
Monitors	W2Z50U9#ABA	HP EliteDisplay E230t TouchMNT HEAD ONLY

Workstation CADD Catalog Category	Part Number/SKU	Description
Options & Accessories (Workstations)	W3J84AA	HP DP25 Removable 2.5 HDD Frame/Carrier
Options & Accessories (Workstations)	W3J85AA	HP DP25 Removable 2.5" HDD Spare Carrier
Options & Accessories (Workstations)	W6D62AA	HP Z240/Z440 Depth Adjust Fixed Rail Rk
Options & Accessories (Workstations)	W8X25AA	Intel Ethernet I350-T4 4-Port 1Gb NIC
Options & Accessories (Workstations)	WS094AA	NVIDIA Quadro 2000 1.0GB Graphics
High-End and workstation mobility	X3T21AV	HP IDS UMA i3-7100U 820 G4 BNBPC
High-End and workstation mobility	X3T22AV	HP IDS UMA i5-7200U 820 G4 BNBPC
High-End and workstation mobility	X3T23AV	HP IDS UMA i5-7300U 820 G4 BNBPC
High-End and workstation mobility	X3T24AV	HP IDS UMA i7-7500U 820 G4 BNBPC
High-End and workstation mobility	X3T25AV	HP IDS UMA i7-7600U 820 G4 BNBPC
High-End and workstation mobility	X3U98AV	HP IDS UMA i3-7100U 840 G4 BNBPC
High-End and workstation mobility	X3V00AV	HP IDS UMA i5-7300U 840 G4 BNBPC
High-End and workstation mobility	X3V02AV	HP IDS UMA i5-7200U 840 G4 BNBPC
High-End and workstation mobility	X3V06AV	HP IDS UMA i7-7500U 840 G4 BNBPC
High-End and workstation mobility	X4B25AV	HP IDS UMA i3-7100U 850 G4 BNBPC
High-End and workstation mobility	X4B26AV	HP IDS UMA i5-7300U 850 G4 BNBPC
High-End and workstation mobility	X4B27AV	HP IDS UMA i5-7200U 850 G4 BNBPC
High-End and workstation mobility	X4B28AV	HP IDS UMA i7-7600U 850 G4 BNBPC
High-End and workstation mobility	X4B29AV	HP IDS UMA i7-7500U 850 G4 BNBPC
Monitors	X7R53AA	HP ProDisplay P203 20-inch monitor
Monitors	X7R53AA#ABA	HP ProDisplay P203 20-inch monitor
Options & Accessories (Workstations)	X8V80AAE	HP Echopixel True 3D SW 1-yr E-LTU Customer is responsible for creating back-up CD or hardcopy LTU. HP will not provide any physical product with this electronic software.
Options & Accessories (Workstations)	X8V81AAE	HP Echopixel True 3D SW 2-yr E-LTU Customer is responsible for creating back-up CD or hardcopy LTU. HP will not provide any physical product with this electronic software.
Options & Accessories (Workstations)	X8V82AAE	HP Echopixel True 3D SW 3-yr E-LTU Customer is responsible for creating back-up CD or hardcopy LTU. HP will not provide any physical product with this electronic software.
Options & Accessories (Workstations)	X8V83AAE	HP Echopixel True 3D SW Perpetual E-LTU Customer is responsible for creating back-up CD or hardcopy LTU. HP will not provide any physical product with this electronic software.
Options & Accessories (Monitors)	X9L44A6	HP (Bulk 48) 3.5 HDD Grommet Screws
Workstation CTO Modules	XQ741AV	HP CECP Enabled Configuration
Workstation CTO Modules	XU923AV	HP No Keyboard
Workstation CTO Modules	Y1R55AV	HP Z TurboDrive G2 256GB TLC PCIe 1stSSD
Options & Accessories (Workstations)	Y1T46AA	HP Z TurboDrive G2 256GB TLC PCIe SSD
Options & Accessories (Workstations)	Y1T47AA	HP Z TurboDrive G2 256GB TLC (Z2 MB)
Options & Accessories (Workstations)	Y1T50AA	HP Z TurboDrive G2 512GB TLC (Z2 MB)
Options & Accessories (Workstations)	Y1T52AA	HP Z TurboDrive G2 1TB TLC PCIe SSD
Options & Accessories (Workstations)	Y1T53AA	HP Z TurboDrive G2 1TB TLC (Z2 MB)
Options & Accessories (Workstations)	Y3T76AA	HP USB External DVD Writer
Options & Accessories (Workstations)	Y6P08AA	2TB SATA SSD
Options & Accessories (Workstations)	Y7B59AA	HP Z TurboDrive G2 512GB (Z2 Mini)
Options & Accessories (Workstations)	Y7B61AA	HP Z2 Mini Arm/Wall VESA Mount Solution
Options & Accessories (Workstations)	Z0B12AA	NVIDIA Quadro P6000 24GB Graphics
Options & Accessories (Workstations)	Z0B13AA	NVIDIA Quadro P5000 16GB Graphics
Options & Accessories (Workstations)	Z0B14AA	Radeon Pro WX 7100 8GB Graphics
Options & Accessories (Workstations)	Z3Q64AA	HP USB Optical 2.9M Mouse
Mid-Range Workstations	Z3Y91AV	HP Z6 G4 WKS
Workstation CTO Modules	Z3Y92AV	Nvd Qdr 4GB P1000 (4)mDP Graphics
Workstation CTO Modules	Z3Y94AV	500GB 7200 SATA 3.5
Workstation CTO Modules	Z3Y95AV	500GB 7200 SATA 3.5in 2nd
Workstation CTO Modules	Z3Y96AV	500GB 7200 SATA 3.5in 3rd
Workstation CTO Modules	Z3Y97AV	HP 10GbE SFP+ SR 1st Transceiver
Workstation CTO Modules	Z3Y98AV	HP 10GbE SFP+ SR 2nd Transceiver
Workstation CTO Modules	Z3Y99AV	Intel X550-T2 10GbE Dual Port NIC
Workstation CTO Modules	Z3Z00AV	Intel X710-DA2 10GbE SFP+ Dual Port NIC
Workstation CTO Modules	Z3Z01AV	MicroSemi SmartHBA2100-4i4e SAS CNTLR
Workstation CTO Modules	Z3Z05AV	HP Z6 G4 CKIT
Workstation CTO Modules	Z3Z05AV#ABA	HP Z6 G4 CKIT
Workstation CTO Modules	Z3Z06AV	3/3/3 Warranty
Workstation CTO Modules	Z3Z06AV#ABA	3/3/3 Warranty
High-End Workstations	Z3Z16AV	HP Z8 G4 WKS
Workstation CTO Modules	Z3Z17AV	Nvd Qdr 4GB P1000 (4)mDP Graphics
Workstation CTO Modules	Z3Z18AV	Nvd Qdr 4GB P1000 2nd Graphics
Workstation CTO Modules	Z3Z20AV	500GB 7200 SATA 3.5in
Workstation CTO Modules	Z3Z21AV	500GB 7200 SATA 3.5in 2nd
Workstation CTO Modules	Z3Z22AV	500GB 7200 SATA 3.5in 3rd

Workstation CADD Catalog Category	Part Number/SKU	Description
Workstation CTO Modules	Z3Z23AV	HP 10GbE SFP+ SR 1st Transceiver
Workstation CTO Modules	Z3Z24AV	HP 10GbE SFP+ SR 2nd Transceiver
Workstation CTO Modules	Z3Z25AV	Intel X550-T2 10GbE Dual Port NIC
Workstation CTO Modules	Z3Z26AV	Intel X710-DA2 10GbE SFP+ Dual Port NIC
Workstation CTO Modules	Z3Z27AV	MicroSemi SmartHBA2100-4i4e SAS CNTLR
Workstation CTO Modules	Z3Z31AV	3/3/3 Warranty
Workstation CTO Modules	Z3Z31AV#ABA	3/3/3 Warranty
Workstation CTO Modules	Z3Z34AV	HP Z8 G4 1125W CKIT
Workstation CTO Modules	Z3Z34AV#ABA	HP Z8 G4 1125W CKIT
Workstation CTO Modules	Z3Z35AV	HP Z8 G4 1450W/1700W CKIT
Workstation CTO Modules	Z3Z35AV#ABA	HP Z8 G4 1450W/1700W CKIT
Workstation CTO Modules	Z3Z49AV	Operating System Load to PCIe
Workstation CTO Modules	Z3Z50AV	Operating System Load to SATA/SAS
Workstation CTO Modules	Z4H55AV	Operating System Load to PCIe
Workstation CTO Modules	Z4H56AV	Operating System Load to SATA/SAS
Monitors	Z4W65A4	HP Z38c 37.5-inch Curved Display
Monitors	Z4W65A4#ABA	HP Z38c 37.5-inch Curved Display
Monitors	Z4W65U9	HP Z38c Curved Display HEAD ONLY
Monitors	Z4W65U9#ABA	HP Z38c Curved Display HEAD ONLY
Monitors	Z4Y82A4	HP Z31x Display
Monitors	Z4Y82A4#ABA	HP Z31x Display
Workstation CTO Modules	Z5G89AV	Base FIO 4xUSB3 TypeA
Workstation CTO Modules	Z5G98AV	AMD RdnP WX 7100 8GB 4DP Graphics
Workstation CTO Modules	Z5G99AV	AMD Radeon Pro WX 7100 8GB 2nd GFX
Workstation CTO Modules	Z5H00AV	Nvd Qdr 4GB P1000 2nd Graphics
Workstation CTO Modules	Z5H01AV	NVIDIA Quadro P1000 4GB 3rd GFX
Workstation CTO Modules	Z5H04AV	NVIDIA Quadro P400 2GB (3)mDP Graphics
Workstation CTO Modules	Z5H05AV	Nvd Qdr 2GB P400 2nd Graphics
Workstation CTO Modules	Z5H22AV	1TB 7200 SATA 3.5
Workstation CTO Modules	Z5H23AV	1TB 7200 SATA 3.5 2nd
Workstation CTO Modules	Z5H24AV	1TB 7200 SATA 3.5 4th
Workstation CTO Modules	Z5H25AV	1TB 7200 SATA 3.5 3rd
Workstation CTO Modules	Z5H26AV	1TB 7200 SATA Enterprise 3.5in
Workstation CTO Modules	Z5H27AV	1TB 7200 SATA Enterprise 3.5in 2nd
Workstation CTO Modules	Z5H28AV	1TB 7200 SATA Enterprise 3.5in 3rd
Workstation CTO Modules	Z5H29AV	1TB 7200 SATA Enterprise 3.5 4th
Workstation CTO Modules	Z5H30AV	2TB 7200 SATA 3.5in
Workstation CTO Modules	Z5H31AV	2TB 7200 SATA 3.5in 2nd
Workstation CTO Modules	Z5H32AV	2TB 7200 SATA 3.5in 3rd
Workstation CTO Modules	Z5H33AV	2TB 7200 SATA 3.5 4th
Workstation CTO Modules	Z5H34AV	300GB 15k SAS SFF
Workstation CTO Modules	Z5H35AV	300GB 15k SAS SFF 2nd
Workstation CTO Modules	Z5H42AV	4TB 7200 SATA Enterprise 3.5in
Workstation CTO Modules	Z5H43AV	4TB 7200 SATA Enterprise 3.5in 2nd
Workstation CTO Modules	Z5H44AV	4TB 7200 SATA Enterprise 3.5in 3rd
Workstation CTO Modules	Z5H45AV	4TB 7200 SATA Enterprise 3.5 4th
Workstation CTO Modules	Z5H46AV	500GB 7200 SATA 3.5 4th
Workstation CTO Modules	Z5H47AV	500GB 7200 SATA OPAL2 SFF
Workstation CTO Modules	Z5H52AV	HP i350-T2 PCIe Dual Port Gigabit NIC
Workstation CTO Modules	Z5H53AV	Intel Ethernet I210-T1 PCIe x1 Gb NIC
Workstation CTO Modules	Z5H55AV	9.5 BD Writer 1st ODD
Workstation CTO Modules	Z5H56AV	9.5 BD Writer 2nd ODD
Workstation CTO Modules	Z5H57AV	9.5 DVDROM 1st ODD
Workstation CTO Modules	Z5H58AV	9.5 DVDWR 1st ODD
Workstation CTO Modules	Z5H59AV	9.5 DVDWR 2nd ODD
Workstation CTO Modules	Z5H60AV	128GB (4x32GB) DDR42666 ECC REG 1CPU
Workstation CTO Modules	Z5H61AV	16GB (2x8GB) DDR42666 ECC REG 1CPU
Workstation CTO Modules	Z5H64AV	192GB (6x32GB) DDR42666 ECC REG 2CPU
Workstation CTO Modules	Z5H65AV	24GB (3x8GB) DDR42666 ECC REG 1CPU
Workstation CTO Modules	Z5H66AV	32GB (2x16GB) DDR42666 ECC REG 1CPU
Workstation CTO Modules	Z5H67AV	32GB (4x8GB) DDR42666 ECC REG 1CPU
Workstation CTO Modules	Z5H70AV	48GB (6x8GB) DDR42666 ECC REG 1CPU

Workstation CADD Catalog Category	Part Number/SKU	Description
Workstation CTO Modules	Z5H71AV	48GB (6x8GB) DDR42666 ECC REG 2CPU
Workstation CTO Modules	Z5H72AV	64GB (2x32GB) DDR42666 ECC REG 1CPU
Workstation CTO Modules	Z5H73AV	64GB (4x16GB) DDR42666 ECC REG 1CPU
Workstation CTO Modules	Z5H74AV	8GB (1x8GB) DDR4 2666 ECC REG
Workstation CTO Modules	Z5H75AV	96GB (12x8GB) DDR42666 ECC REG 2CPU
Workstation CTO Modules	Z5H78AV	96GB (6x16GB) DDR42666 ECC REG 2CPU
Workstation CTO Modules	Z5H79AV	Single Unit (TWR) Packaging
Workstation CTO Modules	Z5H80AV	1TB 2.5in SATA SSD
Workstation CTO Modules	Z5H81AV	1TB 2.5in SATA 2nd SSD
Workstation CTO Modules	Z5H82AV	1TB 2.5in SATA 3rd SSD
Workstation CTO Modules	Z5H83AV	1TB 2.5in SATA 4th SSD
Workstation CTO Modules	Z5H84AV	240GB SATA Enterprise SSD
Workstation CTO Modules	Z5H85AV	240GB SATA Enterprise 2nd SSD
Workstation CTO Modules	Z5H86AV	240GB SATA Enterprise 3rd SSD
Workstation CTO Modules	Z5H87AV	240GB SATA Enterprise 4th SSD
Workstation CTO Modules	Z5H88AV	256GB 2.5in SATA SSD
Workstation CTO Modules	Z5H89AV	256GB 2.5in SATA 2nd SSD
Workstation CTO Modules	Z5H90AV	256GB 2.5in SATA 3rd SSD
Workstation CTO Modules	Z5H91AV	SSD 256GB SATA 4th
Workstation CTO Modules	Z5H92AV	256GB 2.5in SATA OPAL2 SSD
Workstation CTO Modules	Z5H93AV	2TB 2.5in SATA SSD
Workstation CTO Modules	Z5H94AV	2TB 2.5in SATA 2nd SSD
Workstation CTO Modules	Z5H95AV	2TB SATA 3rd SSD
Workstation CTO Modules	Z5H96AV	2TB SATA 4th SSD
Workstation CTO Modules	Z5H97AV	480GB SATA Enterprise SSD
Workstation CTO Modules	Z5H98AV	480GB SATA Enterprise 2nd SSD
Workstation CTO Modules	Z5H99AV	480GB SATA Enterprise 3rd SSD
Workstation CTO Modules	Z5J00AV	480GB SATA Enterprise 4th SSD
Workstation CTO Modules	Z5J01AV	512GB 2.5in SATA SSD
Workstation CTO Modules	Z5J02AV	512GB 2.5in SATA 2nd SSD
Workstation CTO Modules	Z5J03AV	512GB 2.5in SATA 3rd SSD
Workstation CTO Modules	Z5J04AV	512GB 2.5in SATA 4th SSD
Workstation CTO Modules	Z5J05AV	512GB 2.5in SATA OPAL2 SSD
Workstation CTO Modules	Z5J06AV	Z6 G4 90 1000W Chassis
Workstation CTO Modules	Z5J08AV	HP SD Card Reader
Workstation CTO Modules	Z5J09AV	HP Solenoid Lock and Hood Sensor (TWR)
Workstation CTO Modules	Z5J10AV	NVIDIA SLI 3-Slot Graphics Connector
Workstation CTO Modules	Z5J11AV	Premium FIO 2xUSB3.1 TypeC 2xUSB3 TypeA
Workstation CTO Modules	Z5J12AV	RAID 0 Striped Array Configuration
Workstation CTO Modules	Z5J13AV	RAID 1 Mirrored Array Configuration
Workstation CTO Modules	Z5J14AV	RAID 10 Striped/Mirrored Configuration
Workstation CTO Modules	Z5J17AV	Base FIO 4xUSB3 TypeA
Workstation CTO Modules	Z5J27AV	AMD RdnP WX 7100 8GB 4DP Graphics
Workstation CTO Modules	Z5J28AV	AMD Radeon Pro WX 7100 8GB 2nd GFX
Workstation CTO Modules	Z5J29AV	AMD Radeon Pro WX 7100 8GB 3rd GFX
Workstation CTO Modules	Z5J30AV	NVIDIA Quadro P1000 4GB 3rd GFX
Workstation CTO Modules	Z5J31AV	NVIDIA Quadro P1000 4GB 4th GFX
Workstation CTO Modules	Z5J35AV	NVIDIA Quadro P400 2GB (3)mDP Graphics
Workstation CTO Modules	Z5J36AV	Nvd Qdr 2GB P400 2nd Graphics
Workstation CTO Modules	Z5J60AV	1TB 7200 SATA 3.5in
Workstation CTO Modules	Z5J61AV	1TB 7200 SATA 3.5 2nd
Workstation CTO Modules	Z5J62AV	1TB 7200 SATA 3.5 4th
Workstation CTO Modules	Z5J63AV	1TB 7200 SATA 3.5 5th
Workstation CTO Modules	Z5J64AV	1TB 7200 SATA 3.5 3rd
Workstation CTO Modules	Z5J65AV	1TB 7200 SATA Enterprise 3.5in
Workstation CTO Modules	Z5J66AV	1TB 7200 SATA Enterprise 3.5in 2nd
Workstation CTO Modules	Z5J67AV	1TB 7200 SATA Enterprise 3.5in 3rd
Workstation CTO Modules	Z5J68AV	1TB 7200 SATA Enterprise 3.5 4th
Workstation CTO Modules	Z5J69AV	1TB 7200 SATA Enterprise 3.5 5th
Workstation CTO Modules	Z5J70AV	2TB 7200 SATA 3.5in
Workstation CTO Modules	Z5J71AV	2TB 7200 SATA 3.5in 2nd
Workstation CTO Modules	Z5J72AV	2TB 7200 SATA 3.5in 3rd

Workstation CADD Catalog Category	Part Number/SKU	Description
Workstation CTO Modules	Z5J73AV	2TB 7200 SATA 3.5 4th
Workstation CTO Modules	Z5J74AV	2TB 7200 SATA 3.5 5th
Workstation CTO Modules	Z5J75AV	300GB 15k SAS SFF
Workstation CTO Modules	Z5J76AV	300GB 15k SAS SFF 2nd
Workstation CTO Modules	Z5J85AV	4TB 7200 SATA Enterprise 3.5in
Workstation CTO Modules	Z5J86AV	4TB 7200 SATA Enterprise 3.5in 2nd
Workstation CTO Modules	Z5J87AV	4TB 7200 SATA Enterprise 3.5in 3rd
Workstation CTO Modules	Z5J88AV	4TB 7200 SATA Enterprise 3.5 4th
Workstation CTO Modules	Z5J89AV	4TB 7200 SATA Enterprise 3.5 5th
Workstation CTO Modules	Z5J90AV	500GB 7200 SATA 3.5 4th
Workstation CTO Modules	Z5J91AV	500GB 7200 SATA 3.5 5th
Workstation CTO Modules	Z5J92AV	500GB 7200 SATA OPAL2 SFF
Workstation CTO Modules	Z5J98AV	HP Chassis Intrusion Sensor
Workstation CTO Modules	Z5K00AV	HP i350-T2 PCIe Dual Port Gigabit NIC
Workstation CTO Modules	Z5K01AV	HP SD Card Reader
Workstation CTO Modules	Z5K02AV	Intel Ethernet I210-T1 PCIe x1 Gb NIC
Workstation CTO Modules	Z5K05AV	NVIDIA SLI 2-Slot Graphics Connector
Workstation CTO Modules	Z5K10AV	HP Z Turbo Drv M.2 1TB TLC SSD
Workstation CTO Modules	Z5K11AV	HP Z Turbo Drive M.2 1TB TLC 2nd SSD
Workstation CTO Modules	Z5K12AV	HP Z Turbo Drive M.2 1TB TLC 3rd SSD
Workstation CTO Modules	Z5K13AV	HP Z Turbo Drive M.2 1TB TLC 4th SSD
Workstation CTO Modules	Z5K17AV	HP Z Turbo Drive M.2 256GB TLC SSD
Workstation CTO Modules	Z5K18AV	HP Z Turbo Drive M.2 256GB TLC 2nd SSD
Workstation CTO Modules	Z5K19AV	HP Z Turbo Drive M.2 256GB TLC 3rd SSD
Workstation CTO Modules	Z5K20AV	HP Z Turbo Drive M.2 256GB TLC 4th SSD
Workstation CTO Modules	Z5K25AV	HP Z Turbo Drv M.2 512GB TLC SSD
Workstation CTO Modules	Z5K26AV	HP Z Turbo Drive M.2 512GB TLC 2nd SSD
Workstation CTO Modules	Z5K27AV	HP Z Turbo Drive M.2 512GB TLC 3rd SSD
Workstation CTO Modules	Z5K28AV	HP Z Turbo Drive M.2 512GB TLC 4th SSD
Workstation CTO Modules	Z5K29AV	9.5 BD Writer 1st ODD
Workstation CTO Modules	Z5K30AV	9.5 BD Writer 2nd ODD
Workstation CTO Modules	Z5K31AV	9.5 DVDROM 1st ODD
Workstation CTO Modules	Z5K32AV	9.5 DVDWR 1st ODD
Workstation CTO Modules	Z5K33AV	9.5 DVDWR 2nd ODD
Workstation CTO Modules	Z5K34AV	Premium FIO 2xUSB3.1 TypeC 2xUSB3 TypeA
Workstation CTO Modules	Z5K35AV	RAID 0 Striped Array Configuration
Workstation CTO Modules	Z5K36AV	RAID 1 Mirrored Array Configuration
Workstation CTO Modules	Z5K37AV	RAID 10 Striped/Mirrored Configuration
Workstation CTO Modules	Z5K40AV	1.5TB (12x128GB) DDR42666 ECC LR
Workstation CTO Modules	Z5K42AV	128GB (4x32GB) DDR42666 ECC REG 1CPU
Workstation CTO Modules	Z5K53AV	3TB (24x128GB) DDR42666 ECC LR 2CPU
Workstation CTO Modules	Z5K54AV	48GB (3x16GB) DDR42666 ECC REG 1CPU
Workstation CTO Modules	Z5K56AV	48GB (6x8GB) DDR42666 ECC REG 2CPU
Workstation CTO Modules	Z5K58AV	64GB (2x32GB) DDR42666 ECC REG 1CPU
Workstation CTO Modules	Z5K62AV	768GB (6x128GB) DDR42666 ECC LR 1CPU
Workstation CTO Modules	Z5K63AV	768GB (6x128GB) DDR42666 ECC LR 2CPU
Workstation CTO Modules	Z5K65AV	Single Unit (TWR) Packaging
Workstation CTO Modules	Z5K66AV	1TB 2.5in SATA SSD
Workstation CTO Modules	Z5K67AV	1TB 2.5in SATA 2nd SSD
Workstation CTO Modules	Z5K68AV	1TB 2.5in SATA 3rd SSD
Workstation CTO Modules	Z5K69AV	1TB 2.5in SATA 4th SSD
Workstation CTO Modules	Z5K70AV	1TB SATA 5th SSD
Workstation CTO Modules	Z5K71AV	1TB SATA 6th SSD
Workstation CTO Modules	Z5K72AV	240GB SATA Enterprise SSD
Workstation CTO Modules	Z5K73AV	240GB SATA Enterprise 2nd SSD
Workstation CTO Modules	Z5K74AV	240GB SATA Enterprise 3rd SSD
Workstation CTO Modules	Z5K75AV	240GB SATA Enterprise 4th SSD
Workstation CTO Modules	Z5K76AV	240GB SATA Enterprise 5th SSD
Workstation CTO Modules	Z5K77AV	240GB SATA Enterprise 6th SSD
Workstation CTO Modules	Z5K78AV	256GB 2.5in SATA SSD
Workstation CTO Modules	Z5K79AV	256GB 2.5in SATA 2nd SSD
Workstation CTO Modules	Z5K80AV	256GB 2.5in SATA 3rd SSD



Workstation CADD Catalog Category	Part Number/SKU	Description
Workstation CTO Modules	Z5K81AV	SSD 256GB SATA 4th
Workstation CTO Modules	Z5K82AV	SSD 256GB SATA 5th
Workstation CTO Modules	Z5K83AV	SSD 256GB SATA 6th
Workstation CTO Modules	Z5K84AV	256GB 2.5in SATA OPAL2 SSD
Workstation CTO Modules	Z5K85AV	2TB 2.5in SATA SSD
Workstation CTO Modules	Z5K86AV	2TB 2.5in SATA 2nd SSD
Workstation CTO Modules	Z5K87AV	2TB SATA 3rd SSD
Workstation CTO Modules	Z5K88AV	2TB SATA 4th SSD
Workstation CTO Modules	Z5K89AV	2TB SATA 5th SSD
Workstation CTO Modules	Z5K90AV	2TB SATA 6th SSD
Workstation CTO Modules	Z5K91AV	480GB SATA Enterprise SSD
Workstation CTO Modules	Z5K92AV	480GB SATA Enterprise 2nd SSD
Workstation CTO Modules	Z5K93AV	480GB SATA Enterprise 3rd SSD
Workstation CTO Modules	Z5K94AV	480GB SATA Enterprise 4th SSD
Workstation CTO Modules	Z5K95AV	480GB SATA Enterprise 5th SSD
Workstation CTO Modules	Z5K96AV	480GB SATA Enterprise 6th SSD
Workstation CTO Modules	Z5K97AV	512GB 2.5in SATA SSD
Workstation CTO Modules	Z5K98AV	512GB 2.5in SATA 2nd SSD
Workstation CTO Modules	Z5K99AV	512GB 2.5in SATA 3rd SSD
Workstation CTO Modules	Z5L00AV	512GB 2.5in SATA 4th SSD
Workstation CTO Modules	Z5L01AV	SSD 512GB SATA 5th
Workstation CTO Modules	Z5L02AV	SSD 512GB SATA 6th
Workstation CTO Modules	Z5L03AV	512GB 2.5in SATA OPAL2 SSD
Workstation CTO Modules	Z5L04AV	Z8 G4 90 1125W WW Chassis 100V/15A
Workstation CTO Modules	Z5L05AV	Z8 G4 90 1450W WW Chassis 100V/20A
Workstation CTO Modules	Z5L06AV	Red Hat Enterprise Linux (RHEL)
Workstation CTO Modules	Z5L07AV	Red Hat Enterprise Linux (RHEL)
Workstation CTO Modules	Z5L08AV	HP Linux-ready
Workstation CTO Modules	Z5L09AV	HP Linux-ready
Workstation CTO Modules	Z5P75AV	HP Z Turbo Drive Quad Pro 256GB TLC SSD
Workstation CTO Modules	Z5P76AV	Operating System Load to M.2
Workstation CTO Modules	Z5P77AV	HP Z Turbo Drive Quad Pro 256GB TLC SSD
Workstation CTO Modules	Z5P78AV	Operating System Load to M.2
Workstation CTO Modules	Z6A34AV	No Included ODD
Workstation CTO Modules	Z6A35AV	No Integrated GFX
Workstation CTO Modules	Z6A37AV	HP Z Turbo Drv Quad 1TB TLC SSD 2nd
Workstation CTO Modules	Z6A38AV	HP Z Turbo Drv Quad 1TB TLC SSD 3rd
Workstation CTO Modules	Z6A39AV	HP Z Turbo Drv Quad 1TB TLC SSD 4th
Workstation CTO Modules	Z6A43AV	HP Z Turbo Drv Quad 256GB TLC SSD 2nd
Workstation CTO Modules	Z6A44AV	HP Z Turbo Drv Quad 256GB TLC SSD 3rd
Workstation CTO Modules	Z6A45AV	HP Z Turbo Drv Quad 256GB TLC SSD 4th
Workstation CTO Modules	Z6A49AV	HP Z Turbo Drv Quad 512GB TLC SSD 2nd
Workstation CTO Modules	Z6A50AV	HP Z Turbo Drv Quad 512GB TLC SSD 3rd
Workstation CTO Modules	Z6A51AV	HP Z Turbo Drv Quad 512GB TLC SSD 4th
Workstation CTO Modules	Z6A57AV	HP Z Turbo Drive Quad Pro 1TB TLC SSD
Workstation CTO Modules	Z6A61AV	HP Z Turbo Drive Quad Pro 512GB TLC SSD
Workstation CTO Modules	Z7X65AV	HP Remove Computrace BIOS Module
Workstation CTO Modules	Z7X66AV	HP TPM Disabled
Workstation CTO Modules	Z7X71AV	128GB 2280 PCIe TLC SSD
Workstation CTO Modules	Z7X77AV	HP Remove Computrace BIOS Module
Workstation CTO Modules	Z7X78AV	HP TPM Disabled
Workstation CTO Modules	Z7X82AV	No MS Office Pre-Loaded SW
Workstation CTO Modules	Z7X84AV	Intel Wi-Fi 6 AX200 ax2x2 nvP +BT5 WW
Workstation CTO Modules	Z7X85AV	HP DisplayPort to DVI-D Adapter
Workstation CTO Modules	Z7X87AV	No Included ODD
Workstation CTO Modules	Z7X88AV	No Integrated GFX
Options & Accessories (Monitors)	Z9H61A6	HP (Bulk 48) G3/4 2.5 HD/SSD M3 Grom Scr
Options & Accessories (Workstations)	Z9N40AA	HP USB Premium Keyboard
Options & Accessories (Workstations)	Z9N40AA#ABA	HP USB Premium Keyboard
Options & Accessories (Workstations)	Z9N41AA	HP Wireless Premium Keyboard
Options & Accessories (Workstations)	Z9N41AA#ABA	HP Wireless Premium Keyboard
HP TechPulse	U9QE5AAE	HP 1y DaaS Proact Mgt STD Svc E-LTU - HP TechPulse uses machine learning, and predictive analytics to help reduce device downtime and avoidable maintenance by spotting issues before they be

Workstation CADD Catalog Category	Part Number/SKU	Description
HP TechPulse	U9QE6AAE	HP 2y DaaS Proact Mgt STD Svc E-LTU - HP TechPulse uses machine learning, and predictive analytics to help reduce device downtime and avoidable maintenance by spotting issues before they be
HP TechPulse	U9QE7AAE	HP 3y DaaS Proact Mgt STD Svc E-LTU - HP TechPulse uses machine learning, and predictive analytics to help reduce device downtime and avoidable maintenance by spotting issues before they be
HP TechPulse	U9QE8AAE	HP 4y DaaS Proact Mgt STD Svc E-LTU - HP TechPulse uses machine learning, and predictive analytics to help reduce device downtime and avoidable maintenance by spotting issues before they be
Care Pack Services - Z6/ Z8 - 3/3/0 - Desktops Only	UE342E	HP 3 Year Next Business Day Onsite Hardware Support with Defective Media Retention for Workstation
Care Pack Services - Z6/ Z8 - 3/3/0 - Desktops Only	UE343E	HP 4 Year Next Business Day Onsite Hardware Support with Defective Media Retention for Workstation
Care Pack Services - Z6/ Z8 - 3/3/0 - Desktops Only	UE344E	HP 5 Year Next Business Day Onsite Hardware Support with Defective Media Retention for Workstation
Care Pack Services - Z6/ Z8 - 3/3/0 - Desktops Only	U0A86E	HP 3 Year Next Business Day Hardware Support with Accidental Damage Protection for Workstation
Care Pack Services - Z6/ Z8 - 3/3/0 - Desktops Only	U0A87E	HP 4 Year Next Business Day Hardware Support with Accidental Damage Protection for Workstation
Care Pack Services - Z6/ Z8 - 3/3/0 - Desktops Only	U7942E	HP 4 Year Next Business Day Onsite Hardware Support for Workstations
Care Pack Services - Z6/ Z8 - 3/3/0 - Desktops Only	U7944E	HP 5 Year Next Business Day Onsite Hardware Support for Workstations
Care Pack Services - Z6/ Z8 - 3/3/0 - Desktops Only	UE379E	HP 3 Year Next Business Day Onsite Optional Customer Self Repair DT/WS Only Hardware Service
Care Pack Services - Z6/ Z8 - 3/3/0 - Desktops Only	UF239E	HP 5 Year Next Business Day Hardware Support with Accidental Damage Protection for Workstation
Care Pack Services - Z6/ Z8 - 3/3/0 - Desktops Only	U9WU8E	HP 3 year Next Business Day Onsite with Accidental Damage Protection G2 and Defective Media Retention WS Only support
Care Pack Services - Z6/ Z8 - 3/3/0 - Desktops Only	U9WU9E	HP 4 year Next Business Day Onsite with Accidental Damage Protection G2 and Defective Media Retention WS Only support
Care Pack Services - Z6/ Z8 - 3/3/0 - Desktops Only	HL565E	HP 5 year Next Business Day Onsite with Accidental Damage Protection G2 and Defective Media Retention WS Only support
Care Pack Services - Z6/ Z8 - 3/3/0 - Desktops Only	U1G55E	HP 3 Year Next Business Day Onsite Hardware Support with Defective Media Retention for Workstation
Care Pack Services - Z6/ Z8 - 3/3/0 - Desktops Only	U1G56E	HP 4 Year Next Business Day Onsite Hardware Support with Defective Media Retention for Workstation
Care Pack Services - Z6/ Z8 - 3/3/0 - Desktops Only	U1G57E	HP 5 Year Next Business Day Onsite Hardware Support with Defective Media Retention for Workstation
Care Pack Services - Z6/ Z8 - 3/3/0 - Desktops Only	U0A88E	HP 3 Year Next Business Day Hardware Support with Accidental Damage Protection for Workstation
Care Pack Services - Z6/ Z8 - 3/3/0 - Desktops Only	U0A89E	HP 4 Year Next Business Day Hardware Support with Accidental Damage Protection for Workstation
Care Pack Services - Z6/ Z8 - 3/3/0 - Desktops Only	U1G62E	HP 5 Year Next Business Day Hardware Support with Accidental Damage Protection for Workstation
Care Pack Services - Z6/ Z8 - 3/3/0 - Desktops Only	U9WU5E	HP 3 year Next Business Day Onsite with Accidental Damage Protection G2 and Defective Media Retention WS Only support
Care Pack Services - Z6/ Z8 - 3/3/0 - Desktops Only	U9WU6E	HP 4 year Next Business Day Onsite with Accidental Damage Protection G2 and Defective Media Retention WS Only support
Care Pack Services - Z6/ Z8 - 3/3/0 - Desktops Only	U9WU7E	HP 5 year Next Business Day Onsite with Accidental Damage Protection G2 and Defective Media Retention WS Only support
Care Pack Services - Z6/ Z8 - 3/3/0 - Desktops Only	U1G59E	HP 3 Year Next Business Day Onsite Optional Customer Self Repair DT/WS Only Hardware Service
Care Pack Services - Z6/ Z8 - 3/3/0 - Desktops Only	U1G37E	HP 4 Year Next Business Day Onsite Hardware Support for Workstations
Care Pack Services - Z6/ Z8 - 3/3/0 - Desktops Only	U1G39E	HP 5 Year Next Business Day Onsite Hardware Support for Workstations
Landesk - Desktops Only	H6R61AAE	HP 1y LANDesk SUM SVC 1-499 E LTU
Landesk - Desktops Only	H6R75AAE	HP 1y LANDesk TUM SVC 1-499 E LTU
Landesk - Desktops Only	H6R76AAE	HP 1y LANDesk TUM SVC 500-999 E LTU
Landesk - Desktops Only	H6R91AAE	HP 1yLANDeskAnalyticsAC SVC 1-499 E LTU
Landesk - Desktops Only	H6R96AAE	HP 1y LANDeskDA DEA BUN SVC 1-499 E LTU
Landesk - Desktops Only	H6S02AAE	HP 1y LANDesk Mobility SVC 1-499 E LTU
Landesk - Desktops Only	H6S07AAE	HP 1y LANDeskPatchMGRStnAlone SVC E LTU
Landesk - Desktops Only	H6S14AAE	HP LANDesk ProfServices SSM SVC E LTU
Landesk - Desktops Only	H6S15AAE	HP LANDesk ProSvcs Daily Expense E LTU
Landesk - Desktops Only	H6S26AAE	HP LANDesk BootcampTraining SVC E LTU
Landesk - Desktops Only	H6S27AAE	HP LANDesk Train ONSITE 5 DaysSVC E LTU
Landesk - Desktops Only	H8E22AAE	HP 1y LANDesk VCloudSvcApplian MNT E-LTU
Landesk - Desktops Only	H8E23AAE	HP 1y LANDeskSerDeskConAnalyst MNT E-LTU
Landesk - Desktops Only	H8E24AAE	HP 1y LANDesk SerDeskFixAnlyst MNT E-LTU
Landesk - Desktops Only	H8E25AAE	HP 1y LANDesk SerDeskEntServer MNT E-LTU
Landesk - Desktops Only	H8E26AAE	HP 1y LANDesk SerDeskStdServer MNT E-LTU
Landesk - Desktops Only	H8E27AAE	HP 1y LANDesk PsdCentAdvConPak MNT E-LTU
Landesk - Desktops Only	H8E28AAE	HP 1y LANDesk PswdCentBasicPak MNT E-LTU
Landesk - Desktops Only	H8E29AAE	HP 1y LD PswdCentPhnReset PIN MNT E-LTU
Landesk - Desktops Only	HZ825AAE	HP 1y LANDesk Mgmt SVC 1-499 E-LTU
Landesk - Desktops Only	HZ826AAE	HP 1y LANDesk Mgmt SVC 500-999 E-LTU
Landesk - Desktops Only	HZ827AAE	HP 1y LANDesk Mgmt SVC 1K-1999 E-LTU
Landesk - Desktops Only	HZ828AAE	HP 1y LANDesk Mgmt SVC 2K-4999 E-LTU
Landesk - Desktops Only	HZ829AAE	HP 1y LANDesk Mgmt SVC 5K-9999 E-LTU
Landesk - Desktops Only	HZ830AAE	HP 1y LANDesk Sec Subscript SVC E-LTU
Landesk - Desktops Only	HZ831AAE	HP 1y LANDesk Patch Subs SVC 1-499 E-LTU
Landesk - Desktops Only	HZ832AAE	HP 1y LANDeskPatchSubs SVC 500-999 E-LTU
Landesk - Desktops Only	HZ833AAE	HP 1y LANDeskPatchSubs SVC 1K-1999 E-LTU
Landesk - Desktops Only	HZ834AAE	HP 1y LANDeskPatchSubs SVC 2K-4999 E-LTU
Landesk - Desktops Only	HZ835AAE	HP 1y LANDeskPatch SubsSVC 5K-9999 E-LTU
Landesk - Desktops Only	HZ981AAE	HP 1y LANDesk MI SCCM SVC 1-499 E LTU
Landesk - Desktops Only	HZ982AAE	HP 1y LANDesk MISCCM SVC 500-999 E LTU
Landesk - Desktops Only	HZ983AAE	HP 1y LANDeskMI SCCM SVC 1K-1999 E LTU
Landesk - Desktops Only	HZ984AAE	HP 1y LANDeskMI SCCM SVC 2K-4999 E LTU
Landesk - Desktops Only	HZ985AAE	HP 1y LANDeskMI SCCM SVC 5K-9999 E LTU

Workstation CADD Catalog Category	Part Number/SKU	Description
Landesk - Desktops Only	HZ986AAE	HP 1y LANDesk MI SCCM SVC 10K+ E LTU
Secure Doc - Desktops Only	H6S51AAE	HP 1y SecureDoc WinEntr Sup 1-499 E LTU
Secure Doc - Desktops Only	H6S52AAE	HP 1y SecureDoc WinEntr Sup500-999 E LTU
Secure Doc - Desktops Only	H6S53AAE	HP 1y SecureDoc WinEntr Sup1K-4999 E LTU
Secure Doc - Desktops Only	H6S54AAE	HP 1y SecureDoc WinEntr Sup 5K+ E LTU
Secure Doc - Desktops Only	H6S55AAE	HP 3y SecureDoc WinEntr Sup 1-499 E LTU
Secure Doc - Desktops Only	H6S56AAE	HP 3y SecureDoc WinEntr Sup500-999 E LTU
Secure Doc - Desktops Only	H6S57AAE	HP 3y SecureDoc WinEntr Sup1K-4999 E LTU
Secure Doc - Desktops Only	H6S58AAE	HP 3y SecureDoc WinEntr Sup 5K+ E LTU
Secure Doc - Desktops Only	H6S59AAE	1yr SDoc Std Support Ren 1-499 lic
Secure Doc - Desktops Only	H7A18AAE	1yr SDoc Std Support Ren 500-999 lic
Secure Doc - Desktops Only	H7A19AAE	1yr SDoc Std Support Ren 1000-4999 lic
Secure Doc - Desktops Only	H7A20AAE	1yr SDoc Std Support Ren 5000+ lic
Secure Doc - Desktops Only	H7A21AAE	1yr SDoc 24x7 Support Combo 1000-4999 lic
Secure Doc - Desktops Only	H7A22AAE	1yr SDoc 24x7 Support Combo 5000+ lic
Secure Doc - Desktops Only	H7A23AAE	3yr SDoc 24x7 Support Combo 1000-4999 lic
Secure Doc - Desktops Only	H7A24AAE	3yr SDoc 24x7 Support Combo 5000+ lic
Secure Doc - Desktops Only	H7A25AAE	1yr SDoc 24x7 Support Ren 1000-4999 lic
Secure Doc - Desktops Only	H7A26AAE	1yr SDoc 24x7 Support Ren 5000+ lic
Care Pack Services - Zbook G5/G6 - 1/1/0 Warranty - Notebooks Only	UB0A6E	HP 2 Year Pickup and Return Notebook Only Service
Care Pack Services - Zbook G5/G6 - 1/1/0 Warranty - Notebooks Only	UB0P6E	HP 3 Year Pickup and Return PROMO Notebook Only Service
Care Pack Services - Zbook G5/G6 - 1/1/0 Warranty - Notebooks Only	UB0A7E	HP 3 Year Pickup and Return Commercial Notebook Only Service
Care Pack Services - Zbook G5/G6 - 1/1/0 Warranty - Notebooks Only	UB0A8E	HP 4 Year Pickup and Return Notebook Only Service
Care Pack Services - Zbook G5/G6 - 1/1/0 Warranty - Notebooks Only	UB0A9E	HP 5 Yea Pickup and Return Notebook Only Service
Care Pack Services - Zbook G5/G6 - 1/1/0 Warranty - Notebooks Only	UA6Y9E	HP 1 Year Next Business Day Onsite Commercial Notebook Only Service
Care Pack Services - Zbook G5/G6 - 1/1/0 Warranty - Notebooks Only	UA6Z0E	HP 2 Year Next Business Day Onsite Notebook Only Service
Care Pack Services - Zbook G5/G6 - 1/1/0 Warranty - Notebooks Only	UB0P8E	HP 3 Year Next Business Day On-Site PROMO NB Only SVC
Care Pack Services - Zbook G5/G6 - 1/1/0 Warranty - Notebooks Only	UA6Z1E	HP 3 Year Next Business Day Onsite Notebook Only Service
Care Pack Services - Zbook G5/G6 - 1/1/0 Warranty - Notebooks Only	UA6Z2E	HP 4 Year Next Business Day Onsite Notebook Only Hardware Support
Care Pack Services - Zbook G5/G6 - 1/1/0 Warranty - Notebooks Only	UA6Z3E	HP 5 year Next Business Day Onsite Notebook Only Service
Care Pack Services - Zbook G5/G6 - 1/1/0 Warranty - Notebooks Only	UB0L5E	HP 1 Year Pickup and Return w/Accidental Damage Protection G2 Notebook Only Service
Care Pack Services - Zbook G5/G6 - 1/1/0 Warranty - Notebooks Only	UA8U2E	HP 2 Year Pickup and Return w/Accidental Damage Protection G2 Notebook Only Service
Care Pack Services - Zbook G5/G6 - 1/1/0 Warranty - Notebooks Only	UB1U0E	HP 2 Year Pickup and Return 1 Accidental Damage Protection Claim Notebook Only Service
Care Pack Services - Zbook G5/G6 - 1/1/0 Warranty - Notebooks Only	UB0P7E	HP 3 Year 9x5 Pickup and Return w/Accidental Damage Protection G2 PROMO Notebook Only Service
Care Pack Services - Zbook G5/G6 - 1/1/0 Warranty - Notebooks Only	UB0L6E	HP 3 Year Pickup and Return w/Accidental Damage Protection G2 Commercial Notebook Only Service
Care Pack Services - Zbook G5/G6 - 1/1/0 Warranty - Notebooks Only	UB1U1E	HP 3 Year Pickup and Return 1 Accidental Damage Protection Claim Notebook Only Service
Care Pack Services - Zbook G5/G6 - 1/1/0 Warranty - Notebooks Only	UA8U6E	HP 4 Year Pickup and Return w/Accidental Damage Protection G2 Notebook Only Service
Care Pack Services - Zbook G5/G6 - 1/1/0 Warranty - Notebooks Only	UB1U2E	HP 4 Year Pickup and Return 1 Accidental Damage Protection Claim Notebook Only Service
Care Pack Services - Zbook G5/G6 - 1/1/0 Warranty - Notebooks Only	UB0P9E	HP 5 Year Pickup and Return with Accidental Damage Protection G2 Notebook Only Service
Care Pack Services - Zbook G5/G6 - 1/1/0 Warranty - Notebooks Only	UB1U3E	HP 5 Year Pickup and Return 1 Accidental Damage Protection Claim Notebook Only Service
Care Pack Services - Zbook G5/G6 - 1/1/0 Warranty - Notebooks Only	UA6Z5E	HP 1 Year Next Business Day Onsite with Accidental Damage Protection G2 Notebook Only Service
Care Pack Services - Zbook G5/G6 - 1/1/0 Warranty - Notebooks Only	UA6Z6E	HP 2 Year Next Business Day Onsite with Accidental Damage Protection G2 Notebook Only Service
Care Pack Services - Zbook G5/G6 - 1/1/0 Warranty - Notebooks Only	UB0Q0E	HP 3 Year Next business Day Onsite w/Accidental Damage Protection G2 PROMO Notebook Only Service
Care Pack Services - Zbook G5/G6 - 1/1/0 Warranty - Notebooks Only	UA6Z7E	HP 3 Year Next Business Day Onsite with Accidental Damage Protection G2 Notebook Only Service
Care Pack Services - Zbook G5/G6 - 1/1/0 Warranty - Notebooks Only	UA6Z8E	HP 4 Year Next Business Day Onsite with Accidental Damage Protection G2 Notebook Only Service
Care Pack Services - Zbook G5/G6 - 1/1/0 Warranty - Notebooks Only	UA6Z9E	HP 5 Year Next Business Day Onsite with Accidental Damage Protection G2 Notebook Only Service
Care Pack Services - Zbook G5/G6 - 1/1/0 Warranty - Notebooks Only	UB0B1E	HP 1 Year PickUp and Return w/Defective Media Retention Notebook Only Service
Care Pack Services - Zbook G5/G6 - 1/1/0 Warranty - Notebooks Only	UB0B2E	HP 2 Year PickUp and Return w/Defective Media Retention Notebook Only Service
Care Pack Services - Zbook G5/G6 - 1/1/0 Warranty - Notebooks Only	UB0B3E	HP 3 Year Pickup and Return w/Defective Media Retentions Commercial Notebook Only Service
Care Pack Services - Zbook G5/G6 - 1/1/0 Warranty - Notebooks Only	UB0B4E	HP 4 Year PickUp and Return w/Defective Media Retention Notebook Only Service
Care Pack Services - Zbook G5/G6 - 1/1/0 Warranty - Notebooks Only	UB0B5E	HP 5 Year PickUp and Return w/Defective Media Retention Notebook Only Service
Care Pack Services - Zbook G5/G6 - 1/1/0 Warranty - Notebooks Only	UA7A1E	HP 1 Year Next Business Day w/Defective Media Retention Commercial Notebook Only Service
Care Pack Services - Zbook G5/G6 - 1/1/0 Warranty - Notebooks Only	UA7A2E	HP 2 Year Next Business Day Onsite w/Defective Media Retention Notebook Only Service
Care Pack Services - Zbook G5/G6 - 1/1/0 Warranty - Notebooks Only	UA7A3E	HP 3 Year Next Business Day w/Defective Media Retention Commercial Notebook Only Service
Care Pack Services - Zbook G5/G6 - 1/1/0 Warranty - Notebooks Only	UA7A4E	HP 4 Year Next Business Day Onsite w/Defective Media Retention Notebook Only Service
Care Pack Services - Zbook G5/G6 - 1/1/0 Warranty - Notebooks Only	UA7A5E	HP 5 Year Next Business Day Onsite w/Defective Media Retention Notebook Only Service
Care Pack Services - Zbook G5/G6 - 1/1/0 Warranty - Notebooks Only	UB0B6E	HP 1 Year PickUp and Return w/Defective Media Retention and Accidental Damage Protection G2 Notebook Only Service
Care Pack Services - Zbook G5/G6 - 1/1/0 Warranty - Notebooks Only	UB0B7E	HP 2 Year PickUp and Return w/Defective Media Retention and Accidental Damage Protection G2 Notebook Only Service
Care Pack Services - Zbook G5/G6 - 1/1/0 Warranty - Notebooks Only	UB0B8E	HP 3 Year PickUp and Return w/Defective Media Retention and Accidental Damage Protection G2 Notebook Only Service
Care Pack Services - Zbook G5/G6 - 1/1/0 Warranty - Notebooks Only	UB0B9E	HP 4 Year PickUp and Return w/Defective Media Retention and Accidental Damage Protection G2 Notebook Only Service
Care Pack Services - Zbook G5/G6 - 1/1/0 Warranty - Notebooks Only	UB0C0E	HP 5 Year PickUp and Return w/Defective Media Retention and Accidental Damage Protection G2 Notebook Only Service
Care Pack Services - Zbook G5/G6 - 1/1/0 Warranty - Notebooks Only	UA7A6E	HP 1 Year Next Business Day w/Accidental Damage Protection G2 Defective Media Retention Notebook Only Service



Workstation CADD Catalog Category

Part Number/SKU	Description
UB0G4E	HP 4 Year Travel Next Business Day w/Accidental Damage Protection G2 w/Defective Media Retention Notebook Only Service
UB0F5E	HP 5 Year Travel Next Business Day Notebook Only Service
UB0G2E	HP 5 Year Travel Next Business Day Onsite w/Accidental Damage Protection G2 Notebook Only Service
UB0G5E	HP 5 Year Travel Next Business Day w/Accidental Damage Protection G2 w/Defective Media Retention Notebook Only Service
UB5H4E	HP 3y Premier Care Essential HW Support
UB5H5E	HP 4y Premier Care Essential HW Support
UB5H6E	HP 5y Premier Care Essential HW Support
UB5H7E	HP 3y Premier Care Expanded HW Support
UB5H8E	HP 4y Premier Care Expanded HW Support
U9UW7E	HP 4 Year No-CSR Battery Only Replacement Pickup And Return Service - (Limited To 1 Battery) - High-end
U9UW8E	HP 4 Year No-CSR Battery Only Replacement Standard Onsite Service - (Limited To 1 Battery) - High-end
UE372E	HP 3 year Hard Disk Data Recovery 9x5 Support for PCs
U9AN7E	HP 3 Year OperatingSystemRestoration/DataRecovery/SoftwareSupport6calls/PROMO - Hardware onsite Only
UD0T2E	HP 2 Year Pickup and Return Notebook Only Service
UD0T3E	HP 3 Year Pickup and Return Commercial Notebook Only Service
UD0T4E	HP 4 Year Pickup and Return Notebook Only Service
UD0T5E	HP 5 Yea Pickup and Return Notebook Only Service
UD0P0E	HP 1 Year Next Business Day Onsite Commercial Notebook Only Service
UD0P1E	HP 2 Year Next Business Day Onsite Notebook Only Service
UD0P2E	HP 3 Year Next Business Day Onsite Notebook Only Service
UD0P3E	HP 4 Year Next Business Day Onsite Notebook Only Hardware Support
UD0P4E	HP 5 year Next Business Day Onsite Notebook Only Service
UD5Q2E	HP 1 Year Pickup and Return w/Accidental Damage Protection G2 Notebook Only Service
UD0T0E	HP 2 Year Pickup and Return w/Accidental Damage Protection G2 Notebook Only Service
UD5Q3E	HP 3 Year Pickup and Return w/Accidental Damage Protection G2 Commercial Notebook Only Service
UD0T1E	HP 4 Year Pickup and Return w/Accidental Damage Protection G2 Notebook Only Service
U02BBE	HP 5 Year Pickup and Return with Accidental Damage Protection G2 Notebook Only Service
UD0P6E	HP 1 Year Next Business Day Onsite with Accidental Damage Protection G2 Notebook Only Service
UD0P7E	HP 2 Year Next Business Day Onsite with Accidental Damage Protection G2 Notebook Only Service
UD0P8E	HP 3 Year Next Business Day Onsite with Accidental Damage Protection G2 Notebook Only Service
UD0P9E	HP 4 Year Next Business Day Onsite with Accidental Damage Protection G2 Notebook Only Service
UD0Q0E	HP 5 Year Next Business Day Onsite with Accidental Damage Protection G2 Notebook Only Service
UD5P2E	HP 1 Year PickUp and Return w/Defective Media Retention Notebook Only Service
UD5P3E	HP 2 Year PickUp and Return w/Defective Media Retention Notebook Only Service
UD5P4E	HP 3 Year Pickup and Return w/Defective Media Retentions Commercial Notebook Only Service
UD5P5E	HP 4 Year PickUp and Return w/Defective Media Retention Notebook Only Service
UD5P6E	HP 5 Year PickUp and Return w/Defective Media Retention Notebook Only Service
UD0Q1E	HP 1 Year Next Business Day w/Defective Media Retention Commercial Notebook Only Service
UD0Q2E	HP 2 Year Next Business Day Onsite w/Defective Media Retention Notebook Only Service
UD0Q3E	HP 3 Year Next Business Day w/Defective Media Retention Commercial Notebook Only Service
UD0Q4E	HP 4 Year Next Business Day Onsite w/Defective Media Retention Notebook Only Service
UD0Q5E	HP 5 Year Next Business Day Onsite w/Defective Media Retention Notebook Only Service
UD5P7E	HP 1 Year PickUp and Return w/Defective Media Retention and Accidental Damage Protection G2 Notebook Only Service
UD5P8E	HP 2 Year PickUp and Return w/Defective Media Retention and Accidental Damage Protection G2 Notebook Only Service
UD5P9E	HP 3 Year PickUp and Return w/Defective Media Retention and Accidental Damage Protection G2 Notebook Only Service
UD5Q0E	HP 4 Year PickUp and Return w/Defective Media Retention and Accidental Damage Protection G2 Notebook Only Service
UD5Q1E	HP 5 Year PickUp and Return w/Defective Media Retention and Accidental Damage Protection G2 Notebook Only Service
UD0Q6E	HP 1 Year Next Business Day w/Accidental Damage Protection G2 Defective Media Retention Notebook Only Service
UD0Q7E	HP 2 Year Next Business Day Onsite w/Accidental Damage Protection G2 and Defective Media Retention Notebook Only Service
UD0Q8E	HP 3 Year Next Business Day Onsite w/Accidental Damage Protection G2 and Defective Media Retention Notebook Only Service
UD0Q9E	HP 4 Year Next Business Day Onsite w/Accidental Damage Protection G2 and Defective Media Retention Notebook Only Service
UD0R0E	HP 5 Year Next Business Day Onsite w/Accidental Damage Protection G2 and Defective Media Retention Notebook Only Service
UD0R1E	HP 2 Year Travel Next Business Day Notebook Only Service
UD0R5E	HP 2 Year Next Business Day Onsite Travel w/Defective Media Retention Notebook Only Service
UD0R2E	HP 3 Year Travel Next Business Day Notebook Only Service
UD0R9E	HP 3 Year Travel Next Business Day Onsite w/Accidental Damage Protection G2 Notebook Only Service
UD0S2E	HP 3 Year Travel Next Business Day w/Accidental Damage Protection G2 w/Defective Media Retention Notebook Only Service
UD0R3E	HP 4 year Travel Next Business Day Notebook Only Service
UD0S0E	HP 4 Year Travel Next Business Day Onsite w/Accidental Damage Protection G2 Notebook Only Service
UD0S3E	HP 4 Year Travel Next Business Day w/Accidental Damage Protection G2 w/Defective Media Retention Notebook Only Service
UD0R4E	HP 5 Year Travel Next Business Day Notebook Only Service
UD0S1E	HP 5 Year Travel Next Business Day Onsite w/Accidental Damage Protection G2 Notebook Only Service

Workstation CADD Catalog Category	Part Number/SKU	Description
Care Pack Services - Zbook G7 - 1/1/0 Warranty - Notebooks Only	UD0S4E	HP 5 Year Travel Next Business Day w/Accidental Damage Protection G2 w/Defective Media Retention Notebook Only Service
Care Pack Services - Zbook G7 - 1/1/0 Warranty - Notebooks Only	UB5Q4E	HP 3y Premier Care Essential HW Support
Care Pack Services - Zbook G7 - 1/1/0 Warranty - Notebooks Only	UB5Q5E	HP 4y Premier Care Essential HW Support
Care Pack Services - Zbook G7 - 1/1/0 Warranty - Notebooks Only	UB5Q6E	HP 5y Premier Care Essential HW Support
Care Pack Services - Zbook G7 - 1/1/0 Warranty - Notebooks Only	UB5Q0E	HP 3y Premier Care Expanded HW Support
Care Pack Services - Zbook G7 - 1/1/0 Warranty - Notebooks Only	UB5Q1E	HP 4y Premier Care Expanded HW Support
Care Pack Services - Zbook G7 - 1/1/0 Warranty - Notebooks Only	U9UW7E	HP 4 Year No-CSR Battery Only Replacement Pickup And Return Service - (Limited To 1 Battery) - High-end
Care Pack Services - Zbook G7 - 1/1/0 Warranty - Notebooks Only	U9UW8E	HP 4 Year No-CSR Battery Only Replacement Standard Onsite Service - (Limited To 1 Battery) - High-end
Care Pack Services - Zbook G7 - 1/1/0 Warranty - Notebooks Only	UE371E	HP 1 year Hard Disk Data Recovery 9x5 Support for PCs
Care Pack Services - Zbook G7 - 1/1/0 Warranty - Notebooks Only	UE372E	HP 3 year Hard Disk Data Recovery 9x5 Support for PCs
Care Pack Services - Zbook G7 - 1/1/0 Warranty - Notebooks Only	U9AN6E	HP 1 Year OperatingSystemRestoration/DataRecovery/SoftwareSupport2calls/PROMO - Hardware onsite Only
Care Pack Services - Zbook G7 - 1/1/0 Warranty - Notebooks Only	U9AN7E	HP 3 Year OperatingSystemRestoration/DataRecovery/SoftwareSupport6calls/PROMO - Hardware onsite Only
Care Pack Services - Zbook G7 - 3/3/0 Warranty - Notebooks Only	U02C4E	HP 4 Year Pickup and Return Notebook Only Service
Care Pack Services - Zbook G7 - 3/3/0 Warranty - Notebooks Only	U02C5E	HP 5 Year Pickup and Return Notebook Only Service
Care Pack Services - Zbook G7 - 3/3/0 Warranty - Notebooks Only	U02BQE	HP 3 Year Next Business Day Onsite Notebook Only Service
Care Pack Services - Zbook G7 - 3/3/0 Warranty - Notebooks Only	U02BRE	HP 4 Year Next Business Day Onsite Notebook Only Hardware Support
Care Pack Services - Zbook G7 - 3/3/0 Warranty - Notebooks Only	U02BSE	HP 5 Year Next Business Day Onsite Notebook Only Hardware Support
Care Pack Services - Zbook G7 - 3/3/0 Warranty - Notebooks Only	U02C7E	HP 3 Year Pickup and Return with Accidental Damage Protection G2 Notebook Only Service
Care Pack Services - Zbook G7 - 3/3/0 Warranty - Notebooks Only	U02C8E	HP 4 Year Pickup and Return with Accidental Damage Protection G2 Notebook Only Service
Care Pack Services - Zbook G7 - 3/3/0 Warranty - Notebooks Only	U02C9E	HP 5 Year Pickup and Return with Accidental Damage Protection G2 Notebook Only Service
Care Pack Services - Zbook G7 - 3/3/0 Warranty - Notebooks Only	U02BVE	HP 3 Year Next Business Day Onsite with Accidental Damage Protection G2 Notebook Only Service
Care Pack Services - Zbook G7 - 3/3/0 Warranty - Notebooks Only	U02BWE	HP 4 Year Next Business Day Onsite with Accidental Damage Protection G2 Notebook Only Service
Care Pack Services - Zbook G7 - 3/3/0 Warranty - Notebooks Only	U02BXE	HP 5 Year Next Business Day Onsite with Accidental Damage Protection G2 Notebook Only Service
Care Pack Services - Zbook G7 - 3/3/0 Warranty - Notebooks Only	U09K2E	HP 3 Year PickUp and Return w/Defective Media Retention Notebook Only Service
Care Pack Services - Zbook G7 - 3/3/0 Warranty - Notebooks Only	U09K3E	HP 4 Year PickUp and Return w/Defective Media Retention Notebook Only Service
Care Pack Services - Zbook G7 - 3/3/0 Warranty - Notebooks Only	U09K4E	HP 5 Year PickUp and Return w/Defective Media Retention Notebook Only Service
Care Pack Services - Zbook G7 - 3/3/0 Warranty - Notebooks Only	U02BYE	HP 3 Year Next Business Day Onsite w/Defective Media Retention Notebook Only Service
Care Pack Services - Zbook G7 - 3/3/0 Warranty - Notebooks Only	U02BZE	HP 4 Year Next Business Day Onsite w/Defective Media Retention Notebook Only Service
Care Pack Services - Zbook G7 - 3/3/0 Warranty - Notebooks Only	U02C0E	HP 5 Year Next Business Day Onsite w/Defective Media Retention Notebook Only Service
Care Pack Services - Zbook G7 - 3/3/0 Warranty - Notebooks Only	U09K5E	HP 3 Year PickUp and Return w/Defective Media Retention and Accidental Damage Protection G2 Notebook Only Service
Care Pack Services - Zbook G7 - 3/3/0 Warranty - Notebooks Only	U09K6E	HP 4 Year PickUp and Return w/Defective Media Retention and Accidental Damage Protection G2 Notebook Only Service
Care Pack Services - Zbook G7 - 3/3/0 Warranty - Notebooks Only	U09K7E	HP 5 Year PickUp and Return w/Defective Media Retention and Accidental Damage Protection G2 Notebook Only Service
Care Pack Services - Zbook G7 - 3/3/0 Warranty - Notebooks Only	U02C1E	HP 3 Year Next Business Day Onsite w/Accidental Damage Protection G2 and Defective Media Retention Notebook Only Service
Care Pack Services - Zbook G7 - 3/3/0 Warranty - Notebooks Only	U02C2E	HP 4 Year Next Business Day Onsite w/Accidental Damage Protection G2 and Defective Media Retention Notebook Only Service
Care Pack Services - Zbook G7 - 3/3/0 Warranty - Notebooks Only	U02C3E	HP 5 Year Next Business Day Onsite w/Accidental Damage Protection G2 and Defective Media Retention Notebook Only Service
Care Pack Services - Zbook G7 - 3/3/0 Warranty - Notebooks Only	U02CBE	HP 3 Year Travel Next Business Day Onsite Notebook Only Service
Care Pack Services - Zbook G7 - 3/3/0 Warranty - Notebooks Only	U02CKE	HP 3 Year Travel Next Business Day Onsite w/Accidental Damage Protection G2 Notebook Only Service
Care Pack Services - Zbook G7 - 3/3/0 Warranty - Notebooks Only	U02CNE	HP 3 Year Travel Next Business Day w/Accidental Damage Protection G2 w/Defective Media Retention Notebook Only Service
Care Pack Services - Zbook G7 - 3/3/0 Warranty - Notebooks Only	U02CCE	HP 4 Year Travel Next Business Day Notebook Only Service
Care Pack Services - Zbook G7 - 3/3/0 Warranty - Notebooks Only	U02CLE	HP 4 Year Travel Next Business Day Onsite w/Accidental Damage Protection G2 Notebook Only Service
Care Pack Services - Zbook G7 - 3/3/0 Warranty - Notebooks Only	U08SWE	HP 4 Year Travel Next Business Day w/Accidental Damage Protection G2 w/Defective Media Retention Notebook Only Service
Care Pack Services - Zbook G7 - 3/3/0 Warranty - Notebooks Only	U02CDE	HP 5 Year Travel Next Business Day Notebook Only Service
Care Pack Services - Zbook G7 - 3/3/0 Warranty - Notebooks Only	U02CME	HP 5 Year Travel Next Business Day Onsite w/Accidental Damage Protection G2 Notebook Only Service
Care Pack Services - Zbook G7 - 3/3/0 Warranty - Notebooks Only	U02CQE	HP 5 Year Travel Next Business Day w/Accidental Damage Protection G2 w/Defective Media Retention Notebook Only Service
Care Pack Services - Zbook G7 - 3/3/0 Warranty - Notebooks Only	UB5H4E	HP 3y Premier Care Essential HW Support
Care Pack Services - Zbook G7 - 3/3/0 Warranty - Notebooks Only	UB5H5E	HP 4y Premier Care Essential HW Support
Care Pack Services - Zbook G7 - 3/3/0 Warranty - Notebooks Only	UB5H6E	HP 5y Premier Care Essential HW Support
Care Pack Services - Zbook G7 - 3/3/0 Warranty - Notebooks Only	UB5H7E	HP 3y Premier Care Expanded HW Support
Care Pack Services - Zbook G7 - 3/3/0 Warranty - Notebooks Only	UB5H8E	HP 4y Premier Care Expanded HW Support
Care Pack Services - Zbook G7 - 3/3/0 Warranty - Notebooks Only	U9UW7E	HP 4 Year No-CSR Battery Only Replacement Pickup And Return Service - (Limited To 1 Battery) - High-end
Care Pack Services - Zbook G7 - 3/3/0 Warranty - Notebooks Only	U9UW8E	HP 4 Year No-CSR Battery Only Replacement Standard Onsite Service - (Limited To 1 Battery) - High-end
Care Pack Services - Zbook G7 - 3/3/0 Warranty - Notebooks Only	UE372E	HP 3 year Hard Disk Data Recovery 9x5 Support for PCs
Care Pack Services - Zbook G7 - 3/3/0 Warranty - Notebooks Only	U9AN7E	HP 3 Year OperatingSystemRestoration/DataRecovery/SoftwareSupport6calls/PROMO - Hardware onsite Only
Care Pack Services - Standard (up to 22") - 1/1/0 - Displays Only	HL564E	HP 3y 9x5 Nbd Adv Exch Standard Mon HW Supp
Care Pack Services - Standard (up to 22") - 1/1/0 - Displays Only	HL517E	HP 4y 9x5 Nbd Adv Exch Standard Mon HW Supp
Care Pack Services - Standard (up to 22") - 1/1/0 - Displays Only	HL518E	HP 5y 9x5 Nbd Adv Exch Standard Mon HW Supp
Care Pack Services - Standard (up to 22") - 3/3/0 - Displays Only	U0J10E	HP 4y 9x5 Nbd Adv Exch Standard Mon HW Supp
Care Pack Services - Standard (up to 22") - 3/3/0 - Displays Only	U0J11E	HP 5y 9x5 Nbd Adv Exch Standard Mon HW Supp
Care Pack Services - Large (23" to 29") - 1/1/0 - Displays Only	HL519E	HP 3y 9x5 Nbd Adv Exchange Large Monitor HW Supp
Care Pack Services - Large (23" to 29") - 1/1/0 - Displays Only	HL520E	HP 4y 9x5 Nbd Adv Exchange Large Monitor HW Supp
Care Pack Services - Large (23" to 29") - 1/1/0 - Displays Only	HL521E	HP 5y 9x5 Nbd Adv Exchange Large Monitor HW Supp
Care Pack Services - Large (23" to 29") - 3/3/0 - Displays Only	U0J12E	HP 4y 9x5 Nbd Adv Exchange Large Monitor HW Supp

Workstation CADD Catalog Category	Part Number/SKU	Description
Care Pack Services - Large (23" to 29") - 3/3/0 - Displays Only	U0J13E	HP 5y 9x5 Nbd Adv Exchange Large Monitor HW Supp
Care Pack Services - Standard to Large (up to 29") - 4/0/0 - Displays Only	U9WU4E	HP 5y 9x5 Nbd Adv Exchange Large Monitor HW Supp
Care Pack Services - Extralarge (30"+) - 1/1/0 - Displays Only	U8LC2E	HP 3y 9x5 Nbd Adv Exch X-Large Monitor SVC
Care Pack Services - Extralarge (30"+) - 1/1/0 - Displays Only	U8LC3E	HP 4y 9x5 Nbd Adv Exch X-Large Monitor SVC
Care Pack Services - Extralarge (30"+) - 1/1/0 - Displays Only	U8LC4E	HP 5y 9x5 Nbd Adv Exch X-Large Monitor SVC
Care Pack Services - Extralarge (30"+) - 3/3/0 - Displays Only	U0J14E	HP 4y 9x5 Nbd Adv Exchg X-Large Monitor HW Supp
Care Pack Services - Extralarge (30"+) - 3/3/0 - Displays Only	U0J15E	HP 5y 9x5 Nbd Adv Exchg X-Large Monitor HW Supp
Care Pack Services -- Retail Point of Sale Touchscreen and 10.4" - Displays Only	U0J10E	HP 4y 9x5 Nbd Adv Exchg Standard Monitor SVC
Care Pack Services -- Retail Point of Sale Touchscreen and 10.4" - Displays Only	U0J11E	HP 5y 9x5 Nbd Adv Exchg Standard Monitor SVC
Carepack Services Zvr 3D 3/3/0 - Displays Only	U8KY3E	HP 4y 9x5 Nbd Onsite 3D Monitor HW Support
Carepack Services Zvr 3D 3/3/0 - Displays Only	U8KY4E	HP 5y 9x5 Nbd Onsite 3D Monitor HW Support
Standard, Large, Extra Large, and RPOS - Displays Only	U0J16PE	HP 1y 9x5 Post Warranty Nbd Adv Exchange Monitor SVC
Zvr 3D Display - Displays Only	U8KY5PE	HP 1y 9x5 Post Warranty Nbd Onsite 3D Monitor HW Support
Digital Signage - Displays Only	U0A99PE	HP 1y 9x5 Post Warranty Nbd AdvExch Digital Sign HW SVC

## **EXHIBIT A, FINAL NEGOTIATED CONTRACT TERMS AND CONDITIONS**

### **V.1. CONTRACT-001.1a Contract Terms and Conditions (Nov 30 2006)**

The Contract with the selected offeror (who shall become the “Contractor”) shall include the following terms and conditions:

### **V.2. CONTRACT-003.1b Signatures – Contract (July 2015)**

The Contract shall not be a legally binding contract until the fully-executed Contract has been sent to the Contractor. No Commonwealth employee has the authority to verbally direct the commencement of any work or delivery of any supply under this Contract prior to the Effective Date. The Contractor hereby waives any claim or cause of action for any service or work performed prior to the Effective Date.

The Contract may be signed in counterparts. The Contractor shall sign the Contract and return it to the Commonwealth. After the Contract is signed by the Contractor and returned to the Commonwealth, it will be processed for Commonwealth signatures and approvals. When the Contract has been signed and approved by the Commonwealth as required by Commonwealth contracting procedures, the Commonwealth shall create a Contract output form which shall: 1) clearly indicate “Fully executed” at the top of the form; 2) include a printed Effective Date and 3) include the printed name of the Purchasing Agent indicating that the document has been electronically signed and approved by the Commonwealth. Until the Contractor receives the Contract output form with this information on the Contract output form, there is no legally binding contract between the parties.

The fully-executed Contract may be sent to the Contractor electronically or through facsimile equipment. The electronic transmission of the Contract shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Contract shall constitute receipt of the fully-executed Contract.

The Commonwealth and the Contractor specifically agree as follows:

- (a) No handwritten signature shall be required in order for the Contract to be legally enforceable.
- (b) The parties agree that no writing shall be required in order to make the Contract legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine Contract or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine Contract or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of a genuine Contract or acknowledgements under either the business records exception to the hearsay rule



## EXHIBIT A, FINAL NEGOTIATED CONTRACT TERMS AND CONDITIONS

or the best evidence rule on the basis that the Contract or acknowledgement were not in writing or signed by the parties. A Contract or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.

- (c) Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

### V.3. CONTRACT-004.1b Definitions – IT (Oct 2013)

As used in this Contract, these words shall have the following meanings:

- (a) Agency. The department, board, commission or other agency of the Commonwealth of Pennsylvania listed as the Purchasing Agency. If a COSTARS entity or external procurement activity has issued an order against this contract, that entity shall also be identified as “Agency.”
- (b) Contracting Officer. The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.
- (c) Days. Unless specifically indicated otherwise, days mean calendar days.
- (d) Developed Works or Developed Materials. Except for Contractor’s internal communications relating to Services of this Contract that are not delivered to the Commonwealth, all documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other literary works, works of authorship, or tangible material authored or prepared by Contractor in carrying out the obligations and services under this Contract, without limitation. The terms are used herein interchangeably.
- (e) Documentation. A term used to refer to all materials required to support and convey information about the services required by this Contract. It includes, but is not necessarily restricted to, written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.
- (f) Services. All Contractor activity necessary to satisfy the Contract.
- (g) Supplies. All tangible and intangible property including, but not limited to materials and equipment, provided by the Contractor to satisfy the Contract.

### V.4. CONTRACT-005.1b Agency Purchase Orders (July 2015)

## EXHIBIT A, FINAL NEGOTIATED CONTRACT TERMS AND CONDITIONS

The Agency may issue Purchase Orders against the Contract. These orders constitute the Contractor's authority to make delivery. All Purchase Orders received by the Contractor up to and including the expiration date of the Contract are acceptable and must be performed in accordance with the Contract. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in the Contract.

Purchase Orders may be electronically signed by the Agency. The electronically-printed name of the purchaser represents the signature of that individual who has the authority, on behalf of the Commonwealth, to authorize the Contractor to proceed.

Purchase Orders may be issued electronically or through facsimile equipment. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Purchase Order shall constitute receipt of an order. Orders received by the Contractor after 4 p.m. will be considered received the following business day.

The Commonwealth and the Contractor specifically agree as follows:

- (a) No handwritten signature shall be required in order for the Contract or Purchase Order to be legally enforceable.
- (b) The parties agree that no writing shall be required in order to make the Purchase Order legally binding. The parties hereby agree not to contest the validity or enforceability of a Purchase Order or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any Purchase Order or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Purchase Orders or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Purchase Order or acknowledgement were not in writing or signed by the parties. A Purchase Order or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.
- (c) Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

Purchase Orders under ten thousand dollars (\$10,000) in total amount may also be made in person or by telephone using a Commonwealth Purchasing Card. When an order is placed by telephone, the Commonwealth agency shall provide the agency name, employee name, credit card number, and expiration date of the card. Contractors agree to accept payment through the use of the Commonwealth Purchasing Card.

## **EXHIBIT A, FINAL NEGOTIATED CONTRACT TERMS AND CONDITIONS**

### **V.5. CONTRACT-006.1 Independent Prime Contractor (Oct 2006)**

In performing its obligations under the Contract, the Contractor will act as an independent contractor and not as an employee or agent of the Commonwealth. The Contractor will be responsible for all services in this Contract whether or not the Contractor provides them directly. Further, the Contractor is the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

### **V.6. CONTRACT-007.01a Supplies Delivery (Nov 30 2006)**

All item(s) shall be delivered F.O.B. Destination. The Contractor agrees to bear the risk of loss, injury, or destruction of the item(s) ordered prior to receipt of the items by the Commonwealth. Such loss, injury, or destruction shall not release the Contractor from any contractual obligations. Except as otherwise provided in this contract, all item(s) must be delivered within the time period specified. Time is of the essence and, in addition to any other remedies, the Contract is subject to termination for failure to deliver as specified. Unless otherwise stated in this Contract, delivery must be made within **thirty (30) days** after the Effective Date.

### **V.7. CONTRACT-007.01b Delivery of Services (Nov 30 2006)**

The Contractor shall proceed with all due diligence in the performance of the services with qualified personnel, in accordance with the completion criteria set forth in the Contract.

### **V.8. CONTRACT-007.02 Estimated Quantities (Nov 30 2006)**

It shall be understood and agreed that any quantities listed in the Contract are estimated only and may be increased or decreased in accordance with the actual requirements of the Commonwealth and that the Commonwealth in accepting any bid or portion thereof, contracts only and agrees to purchase only the materials and services in such quantities as represent the actual requirements of the Commonwealth. The Commonwealth reserves the right to purchase materials and services covered under the Contract through a separate competitive procurement procedure, whenever Commonwealth deems it to be in its best interest.

### **V.9. CONTRACT-007.3 Prior Notice (Oct 2006)**

The Contractor is required to notify the Commonwealth Delivery Location when shipment is to be made in order that a Commonwealth representative may be present to receive the Contract Item(s) when they are delivered.

### **V.10. CONTRACT-007.11 Pallets (Oct 2006)**

All materials delivered under this Contract must be delivered on non-returnable wooden pallets so that they can be unloaded using a forklift. The total height of the palletted materials (including the height of the pallet) must not exceed 52 inches. Each carton in the pallet must have the

## **EXHIBIT A, FINAL NEGOTIATED CONTRACT TERMS AND CONDITIONS**

commodity code and purchase order number on the outside of the carton. A packing slip must accompany each shipment.

### **V.11. CONTRACT-008.1a Warranties (Oct 2006)**

The Contractor warrants that all items furnished and all services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials. Unless otherwise stated in the Contract, all items are warranted for a period of one year following delivery by the Contractor and acceptance by the Commonwealth. The Contractor shall repair, replace or otherwise correct any problem with the delivered item. When an item is replaced, it shall be replaced with an item of equivalent or superior quality without any additional cost to the Commonwealth.

### **V.12. CONTRACT-009.1a Patent, Copyright, Trademark, and Trade Secret Protection (Oct 2013)**

- (a) The Contractor shall hold the Commonwealth harmless from any suit or proceeding which may be brought by a third party against the Commonwealth, its departments, officers or employees for the alleged infringement of any United States or foreign patents, copyrights, or trademarks, or for a misappropriation of trade secrets arising out of performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by the Contractor, and in any such suit or proceeding will satisfy any final award for such infringement, including costs. The Commonwealth agrees to give Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act 71 P.S. Section 732-101, et seq., the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under the terms it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits. No settlement which prevents the Commonwealth from continuing to use the Developed Materials as provided herein shall be made without the Commonwealth's prior written consent. In all events, the Commonwealth shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing. It is expressly agreed by the Contractor that, in the event it requests that the Commonwealth to provide support to the Contractor in defending any such claim, the Contractor shall reimburse the Commonwealth for all expenses (including attorneys' fees, if such are made necessary by the Contractor's request) incurred by the Commonwealth for such support. If OAG does not delegate the defense of the matter, the Contractor's obligation to indemnify ceases. The Contractor will, at its expense, provide whatever cooperation OAG requests in the defense of the suit.
- (b) The Contractor agrees to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Contractor certifies that, in all

## EXHIBIT A, FINAL NEGOTIATED CONTRACT TERMS AND CONDITIONS

respects applicable to this Contract, it has exercised and will continue to exercise due diligence to ensure that all works produced under this Contract do not infringe on the patents, copyrights, trademarks, trade secrets or other proprietary interests of any kind which may be held by third parties. The Contractor also agrees to certify that work produced for the Commonwealth under this contract shall be free and clear from all claims of any nature.

- (c) If the defense of the suit is delegated to the Contractor, the Contractor shall pay all damages and costs awarded therein against the Commonwealth. If information and assistance are furnished by the Commonwealth at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization.
- (d) If, in the Contractor's opinion, the products, materials, reports, studies, or computer programs furnished hereunder are likely to or do become subject to a claim of infringement of a United States patent, copyright, or trademark, or for a misappropriation of trade secret, then without diminishing the Contractor's obligation to satisfy any final award, the Contractor may, at its option and expense, substitute functional equivalents for the alleged infringing products, materials, reports, studies, or computer programs or, at the Contractor's option and expense, obtain the rights for the Commonwealth to continue the use of such products, materials, reports, studies, or computer programs.
- (e) If any of the products, materials, reports, studies, or computer programs provided by the Contractor are in such suit or proceeding held to constitute infringement and the use or publication thereof is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to publish or continue use of such infringing products, materials, reports, studies, or computer programs, replace them with non-infringing items, or modify them so that they are no longer infringing.
- (f) If the Contractor is unable to do any of the preceding, the Contractor agrees to pay the Commonwealth:
  - (i) any amounts paid by the Commonwealth less a reasonable amount based on the acceptance and use of the deliverable;
  - (ii) any license fee less an amount for the period of usage of any software; and
  - (iii) the prorated portion of any service fees representing the time remaining in any period of service for which payment was made
- (g) The obligations of the Contractor under this Section continue without time limit and survive the termination of this contract.
- (h) Notwithstanding the above, the Contractor will have no obligation for:

## EXHIBIT A, FINAL NEGOTIATED CONTRACT TERMS AND CONDITIONS

- (i) modification of any product, service, or deliverable provided by the Commonwealth;
  - (ii) any material provided by the Commonwealth to the Contractor and incorporated into, or used to prepare, a service, product or deliverable;
  - (iii) use of product, service or deliverable in other than its specified operating environment;
  - (iv) the combination, operation, or use of the product, service, or deliverable with other products, services, or deliverables not provided by the Contractor as a system or combination, operation, or use of the product service, or deliverable, with any products, data, or apparatus that the Contractor did not provide;
  - (v) infringement of a non-Contractor product alone;
  - (vi) the Commonwealth's distribution, marketing or use beyond the scope contemplated by the Contract, or
  - (vii) the Commonwealth's failure to use corrections or enhancements made available to the Commonwealth by the Contractor at no charge.
- (i) The obligation to indemnify the Commonwealth, under the terms of this Section, shall be the Contractor's sole and exclusive obligation for the infringement or misappropriation of intellectual property.

### V.13. CONTRACT-010.1a Acceptance (Oct 2006)

No item(s) received by the Commonwealth shall be deemed accepted until the Commonwealth has had a reasonable opportunity to inspect the item(s). Any item(s) which is discovered to be defective or fails to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the item(s) or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection. It shall thereupon become the duty of the Contractor to remove rejected item(s) from the premises without expense to the Commonwealth within **fifteen (15) days** after notification. Rejected item(s) left longer than **fifteen (15) days** will be regarded as abandoned, and the Commonwealth shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale which represents the Commonwealth's costs and expenses in regard to the storage and sale of the item(s). Upon notice of rejection, the Contractor shall immediately replace all such rejected item(s) with others conforming to the specifications and which are not defective. If the Contractor fails, neglects or refuses to do so, the Commonwealth shall then have the right to procure a corresponding quantity of such item(s), and deduct from any monies due or that may thereafter become due to the Contractor, the difference between the price stated in the Contract and the cost thereof to the Commonwealth.

## **EXHIBIT A, FINAL NEGOTIATED CONTRACT TERMS AND CONDITIONS**

### **V.14. CONTRACT-010.3 Rejected Material Not Considered Abandoned (Oct 2013)**

The Commonwealth shall have the right to not regard any rejected material as abandoned and to demand that the Contractor remove the rejected material from the premises within **thirty (30) days** of notification. The Contractor shall be responsible for removal of the rejected material as well as proper clean-up. If the Contractor fails or refuses to remove the rejected material as demanded by the Commonwealth, the Commonwealth may seek payment from, or set-off from any payments due to the Contractor under this or any other Contract with the Commonwealth, the costs of removal and clean-up. This is in addition to all other rights to recover costs incurred by the Commonwealth.

### **V.15. CONTRACT-011.1a Compliance with Law (Oct 2006)**

The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the Contract.

### **V.16. CONTRACT-012.1 Contract Scope (Oct 2013)**

If the Contractor must perform work at a Commonwealth facility outside of the daily operational hours set forth by the Commonwealth, it must make arrangements with the Commonwealth to assure access to the facility and equipment. No additional payment will be made on the basis of lack of access, unless the Commonwealth fails to provide access as set out in the Contract.

Except as set out in this Contract, the Contractor shall not offer for sale or provide Commonwealth agencies with any hardware or software (i.e., personal computers, file servers, laptops, personal computer packaged software, etc.). Contractor may recommend the use of tools such as hardware and software, without requiring agencies to purchase those tools. Software tools that are NOT on statewide contract will be acquired through separately procured purchase agreements, and the Contractor shall not be considered for award of such agreements if it has recommended their use.

The Contractor shall comply with the IT standards and policies issued by the Governor's Office of Administration, Office for Information Technology (OA/OIT) (located at: <https://www.oa.pa.gov/Policies/Pages/itp.aspx> including the accessibility standards set out in IT Policy **ACC001, IT Accessibility Policy**). The Contractor shall ensure that Services procured under this Contract comply with the applicable standards. In the event such standards change during Contractor's performance, and the Commonwealth requests that Contractor comply with the changed standard, then any incremental costs incurred by Contractor to comply with such changes shall be paid for pursuant to a change order to the Contract.

### **V.17. CONTRACT-013.1 Environmental Provisions (Oct 2006)**

In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including, but not limited to: the Clean Streams Law Act of June 22, 1937 (P.L. 1987, No. 394), as amended 35 P.S. Section

## **EXHIBIT A, FINAL NEGOTIATED CONTRACT TERMS AND CONDITIONS**

691.601 et seq.; the Pennsylvania Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. Section 6018.101 et seq.; and the Dam Safety and Encroachment Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended, 32 P.S. Section 693.1.

### **V.18. CONTRACT-014.1 Post-Consumer Recycled Content (June 2016)**

Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Contract must meet the minimum percentage levels for total recycled content as specified by the Environmental Protection Agency in its Comprehensive Procurement Guidelines, which can be found at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

### **V.19. CONTRACT-014.3 Recycled Content Enforcement (Feb 2009)**

The Contractor may be required, after delivery of the Contract item(s), to provide the Commonwealth with documentary evidence that the item(s) was in fact produced with the required minimum percentage of post-consumer and recovered material content.

### **V.20. CONTRACT-015.1A Compensation/Expenses (May 2008)**

The Contractor shall be required to perform the specified services at the price(s) quoted in the Contract. All services shall be performed within the time period(s) specified in the Contract. The Contractor shall be compensated only for work performed to the satisfaction of the Commonwealth. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract.

Compensation for Supplies: The Contractor shall be required to furnish the awarded Supplies at the price(s) quoted in the Purchase Order. All Supplies shall be delivered within the time period(s) specified in the Purchase Order. The Contractor shall be compensated only for Supplies that are delivered and accepted by the Commonwealth.

### **V.21. CONTRACT-015.2 Billing Requirements (February 2012)**

Unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing, the Contractor shall include in all of its invoices the following minimum information:

- Vendor name and "Remit to" address, including SAP Vendor number;
- Bank routing information, if ACH;
- SAP Purchase Order number;
- Delivery Address, including name of Commonwealth agency;
- Description of the supplies/services delivered in accordance with SAP Purchase Order (include purchase order line number if possible);
- Quantity provided;
- Unit price;
- Price extension;



## EXHIBIT A, FINAL NEGOTIATED CONTRACT TERMS AND CONDITIONS

- Total price; and
- Delivery date of supplies or services.

If an invoice does not contain the minimum information set forth in this section, the Commonwealth may return the invoice as improper. If the Commonwealth returns an invoice as improper, the time for processing a payment will be suspended until the Commonwealth receives a correct invoice. The Contractor may not receive payment until the Commonwealth has received a correct invoice.

Contractors are required to establish separate billing accounts with each using agency and invoice them directly. Each invoice shall be itemized with adequate detail and match the line item on the Purchase Order. In no instance shall any payment be made for services to the Contractor that are not in accordance with the prices on the Purchase Order, the Contract, updated price lists or any discounts negotiated by the purchasing agency.

### V.22. CONTRACT-016.1 Payment (Oct 2006)

The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Contract; (b) **thirty (30) days** after a proper invoice actually is received at the “Bill To” address if a date on which payment is due is not specified in the Contract (a “proper” invoice is not received until the Commonwealth accepts the service as satisfactorily performed); or (c) the payment date specified on the invoice if later than the dates established by and (b) above. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within **fifteen (15) days** after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with [Act No. 266 of 1982](#) and [regulations](#) promulgated pursuant thereto. Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications. The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.

The Commonwealth shall have the option of using the Commonwealth purchasing card to make purchases under the Contract or Purchase Order. The Commonwealth’s purchasing card is similar to a credit card in that there will be a small fee which the Contractor will be required to pay and the Contractor will receive payment directly from the card issuer rather than the Commonwealth. Any and all fees related to this type of payment are the responsibility of the Contractor. In no case will the Commonwealth allow increases in prices to offset credit card fees paid by the Contractor or any other charges incurred by the Contractor, unless specifically stated in the terms of the Contract or Purchase Order.

### V.23. CONTRACT-016.2 – Electronic Funds Transfer (February 2014)

## **EXHIBIT A, FINAL NEGOTIATED CONTRACT TERMS AND CONDITIONS**

- (a) The Commonwealth will make contract payments through the Automated Clearing House (ACH). Within **10 days** of award of the contract or purchase order, the contractor must submit or must have already submitted their ACH information within their user profile in the Commonwealth's procurement system (SRM).
- (b) The contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the contractor to properly apply the state agency's payment to the invoice submitted.
- (c) It is the responsibility of the contractor to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

### **V.24. CONTRACT-017.1 Taxes (Dec 5 2006)**

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 23-23740001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this section is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

### **V.25. CONTRACT-018.1 Assignment of Antitrust Claims (Oct 2006)**

The Contractor and the Commonwealth recognize that in actual economic practice, overcharges by the Contractor's suppliers resulting from violations of state or federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of the Contract, and intending to be legally bound, the Contractor assigns to the Commonwealth all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products and services which are the subject of this Contract.

### **V.26. CONTRACT-019.1 Hold Harmless Provision (Nov 30 2006)**

- (a) The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the

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[Commonwealth Attorneys Act](#) (71 P.S. Section 732-101, *et seq.*), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.

- (b) Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

### V.27. CONTRACT-020.1 Audit Provisions (Oct 2006)

The Commonwealth shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit the books, documents and records of the Contractor to the extent that the books, documents and records relate to costs or pricing data for the Contract. The Contractor agrees to maintain records which will support the prices charged and costs incurred for the Contract. The Contract shall preserve books, documents and records that relate to costs or pricing data for the Contract for a period of **three (3) years** from the date of final payment. The Contractor shall give full and free access to all records to the Commonwealth and/or their authorized representatives.

### V.28. CONTRACT-020.2 Single Audit Clause (Dec 27, 2007)

In compliance with the *Single Audit Act of 1984*, the Contractor agrees to the following:

- (a) This Contract is subject to audit by federal and state agencies or their authorized representative in accordance with the auditing standards promulgated by the Comptroller General of the United States and specified in Government Auditing Standards, 1994 Revisions ([Yellow Book](#)).
- (b) The audit requirement of this Contract will be satisfied if a single audit is performed under the provisions of the [Single Audit Act of 1984](#), 31 U.S.C. Section 7501, *et seq.*, and all rules and regulations promulgated pursuant to the Act.
- (c) The Commonwealth reserves the right for federal and state agencies or their authorized representatives to perform additional audits of a financial/compliance, economy/efficiency, or program results nature, if deemed necessary.

The Contractor further agrees to comply with requirements that may be issued by the state agency upon receipt of additional guidance received from the federal government regarding the *Single Audit Act of 1984*.

### V.29. CONTRACT-021.1 Default (Oct 2013)

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- (a) The Commonwealth may, subject to the Force Majeure provisions of this Contract, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the Termination Provisions of this Contract) the whole or any part of this Contract or any Purchase Order for any of the following reasons:
- (i) Failure to begin work within the time specified in the Contract or Purchase Order or as otherwise specified;
  - (ii) Failure to perform the work with sufficient labor, equipment, or material to ensure the completion of the specified work in accordance with the Contract or Purchase Order terms;
  - (iii) Unsatisfactory performance of the work;
  - (iv) Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;
  - (v) Improper delivery;
  - (vi) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;
  - (vii) Delivery of a defective item;
  - (viii) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
  - (ix) Discontinuance of work without approval;
  - (x) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
  - (xi) Insolvency or bankruptcy;
  - (xii) Assignment made for the benefit of creditors;
  - (xiii) Failure or refusal within **10 days** after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
  - (xiv) Failure to protect, to repair, or to make good any damage or injury to property;

## EXHIBIT A, FINAL NEGOTIATED CONTRACT TERMS AND CONDITIONS

- (xv) Breach of any provision of the Contract;
  - (xvi) Failure to comply with representations made in the Contractor's bid/proposal; or
  - (xvii) Failure to comply with applicable industry standards, customs, and practice.
- (b) In the event that the Commonwealth terminates this Contract or any Purchase Order in whole or in part as provided in Subsection (a) above, the Commonwealth may procure, upon such terms and in such manner as it determines, items similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical items included within the terminated part of the Contract or Purchase Order.
- (c) If the Contract or a Purchase Order is terminated as provided in Subsection (a) above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such partially completed items, including, where applicable, reports, working papers and other documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract or Purchase Order as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Contract price. Except as provided below, payment for partially completed items including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and Contracting Officer. The Commonwealth may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the Commonwealth against loss.
- (d) The rights and remedies of the Commonwealth provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- (e) The Commonwealth's failure to exercise any rights or remedies provided in this section shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.
- (f) Following exhaustion of the Contractor's administrative remedies as set forth in the Contract Controversies Provision of the Contract, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

### V.30. CONTRACT-022.1 Force Majeure (Oct 2006)

## EXHIBIT A, FINAL NEGOTIATED CONTRACT TERMS AND CONDITIONS

In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Contractor, may suspend all or a portion of the Contract or Purchase Order.

Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but aren't limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The Contractor shall notify the Commonwealth orally within **five (5) days** and in writing within **ten (10) days** of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the contract is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the Commonwealth may reasonably request. After receipt of such notification, the Commonwealth may elect to cancel the Contract, cancel the Purchase Order, or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Contractor, may suspend all or a portion of the Contract or Purchase Order.

### V.31. CONTRACT-023.1b Termination (Oct 2013)

(a) For Convenience

- (i) The Commonwealth may terminate this Contract without cause by giving Contractor **thirty (30) calendar days** prior written notice (Notice of Termination) whenever the Commonwealth shall determine that such termination is in the best interest of the Commonwealth (Termination for Convenience). Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance under this Contract is terminated either in whole or in part and the date on which such termination becomes effective.

In the event of termination hereunder, Contractor shall receive payment for the following:

- (1) all Services performed and all Supplies delivered consistent with the terms of the Contract prior to the effective date of termination;

## EXHIBIT A, FINAL NEGOTIATED CONTRACT TERMS AND CONDITIONS

- (2) and all actual and reasonable costs incurred by Contractor as a result of the termination of the Contract.

In no event shall the Contractor be paid for any loss of anticipated profit (by the Contractor or any Subcontractor), loss of use of money, or administrative or overhead costs.

Failure to agree on any termination costs shall be a dispute handled in accordance with CONTRACT CONTROVERSIES provision of this Contract.

- (ii) The Contractor shall cease providing Services and Supplies as of the date set forth in the Notice of Termination, and shall be paid only for such Services and Supplies as have already been satisfactorily rendered up to and including the termination date set forth in said notice, or as may be otherwise provided for in said Notice of Termination, and for such services performed during the **thirty (30) calendar day** notice period, if such services are requested by the Commonwealth, for the collection, assembling, and transmitting to the Commonwealth of at least all materials, manuals, magnetic media, studies, drawings, computations, maps, supplies, and survey notes including field books, which were obtained, prepared, or developed as part of the Services required and Supplies provided under this Contract.
- (iii) The above shall not be deemed to limit the Commonwealth's right to terminate this Contract for any reason as permitted by the other provisions of this Contract, or under applicable law.

(b) Non-Appropriation

Any payment obligation or portion thereof of the Commonwealth created by this Contract is conditioned upon the availability and appropriation of funds. When funds (state or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract. The Contractor shall be reimbursed in the same manner as that described in this section related to Termination for Convenience to the extent that appropriated funds are available.

(c) Default

The Commonwealth may, in addition to its other rights under this Contract, terminate this Contract in whole or in part by providing written notice of default to the Contractor if the Contractor materially fails to perform its obligations under the Contract and does not cure such failure within **thirty (30) days** or, if a cure within such period is not practical, commence a good faith effort to cure such failure to perform within the specified period or such longer period as the

## EXHIBIT A, FINAL NEGOTIATED CONTRACT TERMS AND CONDITIONS

Commonwealth may specify in the written notice specifying such failure, and diligently and continuously proceed to complete the cure. The Contracting Officer shall provide any notice of default or written cure notice for Contract terminations.

- (i) Subject to the LIMITATION OF LIABILITY provision of this Contract, in the event the Commonwealth terminates this Contract in whole or in part as provided in this Subsection, the Commonwealth may procure Services and Supplies similar to those so terminated, and the Contractor, in addition to liability for any liquidated damages, shall be liable to the Commonwealth for the difference between the Contract price for the terminated portion of the Services and Supplies, and the actual and reasonable cost (but in no event greater than the fair market value) of producing substitute equivalent Services and Supplies for the terminated Services and Supplies, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this section.
- (ii) Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control of the Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, work stoppages, freight embargoes, acts of terrorism, and unusually severe weather. The Contractor shall notify the Contracting Officer promptly in writing of its inability to perform because of a cause beyond the control of the Contractor.
- (iii) Nothing in this Subsection shall abridge the Commonwealth's right to suspend, debar, or take other administrative action against the Contractor.
- (iv) If it is later determined that the Commonwealth erred in terminating the Contract for default, then the Contract shall be deemed to have been terminated for convenience under Subsection (a).
- (v) If this Contract is terminated as provided by this Subsection (c), the Commonwealth may, in addition to any other rights provided in this Subsection, and subject to the OWNERSHIP RIGHTS provision of this Contract, require the Contractor to deliver to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such reports and other documentation as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract as has been terminated. Payment for such reports and documentation will be made consistent with the Contract.



## EXHIBIT A, FINAL NEGOTIATED CONTRACT TERMS AND CONDITIONS

- (d) The rights and remedies of the Commonwealth provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- (e) The Commonwealth's failure to exercise any rights or remedies provided in this Section shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.
- (f) Following exhaustion of the Contractor's administrative remedies as set forth in the CONTRACT CONTROVERSIES provision of this Contract, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

### V.32. CONTRACT-024.1 Contract Controversies (Oct 2011)

- (a) In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within sixty (60) days thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program.
- (b) If the Contractor or the contracting officer requests mediation and the other party agrees, the contracting officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required **120 days** after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within **120 days** of the receipt of the claim, unless extended by consent of the contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting officer fails to issue a final determination within the **120 days** (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.
- (c) Within **fifteen (15) days** of the mailing date of the determination denying a claim or within **135 days** of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

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### **V.33. CONTRACT-025.1 Assignability and Subcontracting (Oct 2013)**

- (a) Subject to the terms and conditions of this section, this Contract shall be binding upon the parties and their respective successors and assigns.
- (b) The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- (c) The Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- (d) Notwithstanding the foregoing, the Contractor may, without the consent of the Contracting Officer, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Contracting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.
- (e) For the purposes of this Contract, the term “assign” shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.
- (f) Any assignment consented to by the Contracting Officer shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.
- (g) A change of name by the Contractor, following which the Contractor’s federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give the Contracting Officer written notice of any such change of name.

### **V.34. CONTRACT-026.1 Other Contractors (Oct 2006)**

The Commonwealth may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with other contractors and Commonwealth employees, and coordinate its work with such additional work as may be required. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees. This section shall be included in the Contracts of

## EXHIBIT A, FINAL NEGOTIATED CONTRACT TERMS AND CONDITIONS

all contractors with which this Contractor will be required to cooperate. The Commonwealth shall equitably enforce this section as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

### V.35. CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (August 2018)

The Contractor agrees:

- (a) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- (b) Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
- (c) Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
- (d) Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act or National Labor Relations Act, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- (e) The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.

## **EXHIBIT A, FINAL NEGOTIATED CONTRACT TERMS AND CONDITIONS**

- (f) The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- (g) The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers’ subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- (h) The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- (i) The Contractor’s and each subcontractor’s obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- (j) The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

### **V.36. CONTRACT-028.1 Contractor Integrity Provisions (Jan 2015)**

It is essential that those who seek to contract with the Commonwealth of Pennsylvania (“Commonwealth”) observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

## EXHIBIT A, FINAL NEGOTIATED CONTRACT TERMS AND CONDITIONS

- (a) DEFINITIONS. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
- (i) “Affiliate” means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
  - (ii) “Consent” means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
  - (iii) “Contractor” means the individual or entity, that has entered into this contract with the Commonwealth.
  - (iv) “Contractor Related Parties” means any affiliates of the Contractor and the Contractor’s executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
  - (v) “Financial Interest” means either:
    - (1) Ownership of more than a five percent interest in any business; or
    - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
  - (vi) “Gratuity” means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor’s Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
  - (vii) “Non-bid Basis” means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- (b) In furtherance of this policy, Contractor agrees to the following:
- (i) Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable

## EXHIBIT A, FINAL NEGOTIATED CONTRACT TERMS AND CONDITIONS

laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

- (ii) Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- (iii) Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- (iv) Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than the Contractor's submission of the contract signed by Contractor.
- (v) Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
  - (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
  - (3) had any business license or professional license suspended or revoked;
  - (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and

## EXHIBIT A, FINAL NEGOTIATED CONTRACT TERMS AND CONDITIONS

- (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- (vi) Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).
- (vii) When contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- (viii) Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with

## **EXHIBIT A, FINAL NEGOTIATED CONTRACT TERMS AND CONDITIONS**

the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

- (ix) Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
  
- (x) For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation or otherwise.

### **V.37. CONTRACT-029.1 Contractor Responsibility Provisions (Nov 2010)**

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee,



## EXHIBIT A, FINAL NEGOTIATED CONTRACT TERMS AND CONDITIONS

licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

- (a) The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
- (b) The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- (c) The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- (d) The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- (e) The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- (f) The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <https://www.dgs.pa.gov> or contacting the:

Department of General Services

## EXHIBIT A, FINAL NEGOTIATED CONTRACT TERMS AND CONDITIONS

Office of Chief Counsel  
603 North Office Building  
Harrisburg, PA 17125  
Telephone No: (717) 783-6472  
FAX No: (717) 787-9138

### V.38. CONTRACT-030.1 Americans with Disabilities Act (Oct 2006)

- (a) Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. Section 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this contract, the Contractor agrees to comply with the “General Prohibitions Against Discrimination,” 28 C.F.R. Section 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
- (b) The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor’s failure to comply with the provisions of Subsection (a) above.

### V.39. CONTRACT-031.1 Hazardous Substances (April 2017)

The Contractor shall provide information to the Commonwealth about the identity and hazards of hazardous substances supplied or used by the Contractor in the performance of the Contract. The Contractor must comply with Act 159 of October 5, 1984, known as the “[Worker and Community Right to Know Act](#)” (the “Act”) and the regulations promulgated pursuant thereto at [34 Pa. Code Section 301.1 - 323.6](#).

- (a) Labeling. The Contractor shall ensure that each individual product (as well as the carton, container or package in which the product is shipped) of any of the following substances (as defined by the Act and the regulations) supplied by the Contractor is clearly labeled, tagged or marked with the information listed in paragraphs (i) through (iv):
  - (i) Hazardous substances:
    - (1) The chemical name or common name,
    - (2) A hazard warning, and
    - (3) The name, address, and telephone number of the manufacturer.

## EXHIBIT A, FINAL NEGOTIATED CONTRACT TERMS AND CONDITIONS

- (ii) Hazardous mixtures:
  - (1) The common name, but if none exists, then the trade name,
  - (2) The chemical or common name of special hazardous substances comprising .01% or more of the mixture,
  - (3) The chemical or common name of hazardous substances consisting 1.0% or more of the mixture,
  - (4) A hazard warning, and
  - (5) The name, address, and telephone number of the manufacturer.
- (iii) Single chemicals:
  - (1) The chemical name or the common name,
  - (2) A hazard warning, if appropriate, and
  - (3) The name, address, and telephone number of the manufacturer.
- (iv) Chemical Mixtures:
  - (1) The common name, but if none exists, then the trade name,
  - (2) A hazard warning, if appropriate,
  - (3) The name, address, and telephone number of the manufacturer, and
  - (4) The chemical name or common name of either the top five substances by volume or those substances consisting of 5.0% or more of the mixture.

A common name or trade name may be used only if the use of the name more easily or readily identifies the true nature of the hazardous substance, hazardous mixture, single chemical, or mixture involved.

Container labels shall provide a warning as to the specific nature of the hazard arising from the substance in the container.

The hazard warning shall be given in conformity with one of the nationally recognized and accepted systems of providing warnings, and hazard warnings shall be consistent with one or more of the recognized systems throughout the workplace. Examples are:

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- NFPA 704, Identification of the Fire Hazards of Materials.
- National Paint and Coatings Association: Hazardous Materials Identification System.
- American Society for Testing and Materials, Safety Alert Pictorial Chart.
- American National Standard Institute, Inc., for the Precautionary Labeling of Hazardous Industrial Chemicals.

Labels must be legible and prominently affixed to and displayed on the product and the carton, container, or package so that employees can easily identify the substance or mixture present therein.

- (b) Material Safety Data Sheet. The contractor shall provide Material Safety Data Sheets (MSDS) with the information required by the Act and the regulations for each hazardous substance or hazardous mixture. The Commonwealth must be provided an appropriate MSDS with the initial shipment and with the first shipment after an MSDS is updated or product changed. For any other chemical, the contractor shall provide an appropriate MSDS, if the manufacturer, importer, or supplier produces or possesses the MSDS. The contractor shall also notify the Commonwealth when a substance or mixture is subject to the provisions of the Act. Material Safety Data Sheets may be attached to the carton, container, or package mailed to the Commonwealth at the time of shipment.

### **V.40. CONTRACT-032.1 Covenant Against Contingent Fees (Oct 2006)**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Commonwealth shall have the right to terminate the Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

### **V.41. CONTRACT-033.1 Applicable Law (Oct 2006)**

This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts.

The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

### **V.42. CONTRACT-034.1a Integration – RFP (Dec 12 2006)**

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This Contract, including the Request for Proposals, Contractor's Proposal, Contractor's Best and Final Offer, if any, all referenced documents, and any Purchase Order constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

### **V.43. CONTRACT-034.3 Controlling Terms and Conditions (Aug 2011)**

The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the Commonwealth. All quotations requested and received from the Contractor are for obtaining firm pricing only.

Other terms and conditions or additional terms and conditions included or referenced in the Contractor's quotations, invoices, business forms, or other documentation shall not become part of the parties' agreement and shall be disregarded by the parties, unenforceable by the Contractor and not binding on the Commonwealth.

### **V.44. CONTRACT-035.1b Changes (Oct 2013)**

- (a) At any time during the performance of the Contract, the Commonwealth or the Contractor may request a change to the Contract. Contractor will make reasonable efforts to investigate the impact of the change request on the price, timetable, specifications, and other terms and conditions of the Contract. If the Commonwealth is the requestor of the change, the Contractor will inform the Commonwealth if there will be any charges for the Contractor's services in investigating the change request prior to incurring such charges. If the Commonwealth and the Contractor agree on the results of the investigation and any necessary amendments to the Contract, the parties must complete and execute a change notice to modify the Contract and implement the change. The change request will be evidenced by a Purchase Order issued by the Commonwealth. No work may begin on the change request until the Contractor has received the Purchase Order. If the parties cannot agree upon the results of the investigation or the necessary amendments to the Contract, the change request will not be implemented and, if the Contractor initiated the change request it may elect to handle the matter in accordance with the CONTRACT CONTROVERSIES provision of this Contract.
- (b) Changes outside the scope of this Contract shall be accomplished through the Commonwealth's normal procurement procedures, and may result in an amended Contract or a new contract. No payment will be made for services outside of the

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scope of the Contract for which no amendment has been executed, prior to the provision of the services.

### V.45. CONTRACT-036.1 Background Checks (February 2016)

- (a) The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth facilities, either through on-site access or through remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <https://www.psp.pa.gov/pages/criminal-history-background-check.aspx>. The background check must be conducted prior to initial access and on an annual basis thereafter.
- (b) Before the Commonwealth will permit access to the Contractor, the Contractor must provide written confirmation that the background checks have been conducted. If, at any time, it is discovered that a Contractor employee has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the Commonwealth consents to the access, in writing, prior to the access. The Commonwealth may withhold its consent in its sole discretion. Failure of the Contractor to comply with the terms of this Section on more than one occasion or Contractor's failure to appropriately address any single failure to the satisfaction of the Commonwealth may result in the Contractor being deemed in default of its Contract.
- (c) The Commonwealth specifically reserves the right of the Commonwealth to conduct background checks over and above that described herein.
- (d) Access to certain Capitol Complex buildings and other state office buildings is controlled by means of card readers and secured visitors' entrances. Commonwealth contracted personnel who have regular and routine business in Commonwealth worksites may be issued a photo identification or access badge subject to the requirements of the contracting agency and DGS set forth in [Enclosure 3 of Commonwealth Management Directive 625.10 \(Amended\) Card Reader and Emergency Response Access to Certain Capitol Complex Buildings and Other State Office Buildings](#). The requirements, policy and procedures include a processing fee payable by the Contractor for contracted personnel photo identification or access badges.

### V.46. CONTRACT-037.1b Confidentiality (Oct 2013)

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- (a) The Contractor agrees to protect the confidentiality of the Commonwealth's information. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed to be confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party. The parties agree that such confidential information shall not be copied, in whole or in part, except when essential for authorized use under this Contract. Each copy of such confidential information shall be marked by the party making the copy with all notices appearing in the original. Upon termination or cancellation of this Contract or any license granted hereunder, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession, other than one copy, which may be maintained for archival purposes only. Both parties agree that a material breach of these requirements may, after failure to cure within the time frame specified in this Contract, and at the discretion of the non-breaching party, result in termination for default.
- (b) The obligations stated in this Section do not apply to information:
  - (i) already known to the recipient at the time of disclosure;
  - (ii) independently generated by the recipient and not derived from the information supplied by the disclosing party;
  - (iii) known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;
  - (iv) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
  - (v) required to be disclosed by the recipient by law, regulation, court order, or other legal process.

### V.47. CONTRACT-038.1 Limitation of Liability (Oct 2013)

- (a) The Contractor's liability to the Commonwealth under this Contract shall be limited to the greater of **\$250,000** or the value of this Contract (including any amendments). This limitation will apply, except as otherwise stated in this Section, regardless of the form of action, whether in contract or in tort, including negligence. This limitation does not, however, apply to damages for:
  - (i) bodily injury;
  - (ii) death;
  - (iii) intentional injury;

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- (iv) damage to real property or tangible personal property for which the Contractor is legally liable; or
  - (v) the Contractor's indemnity of the Commonwealth for patent, copyright, trade secret, or trademark protection.
- (b) In no event will the Contractor be liable for consequential or incidental damages unless otherwise specified in the Contract. Except as set out in the VIRUS AND MALICIOUS, MISCHIEVOUS OR DESTRUCTIVE PROGRAMMING provisions of the Contract, the Contractor will not be liable for damages due to lost records or data, unless otherwise specified in the Contract. Notwithstanding the foregoing, the Contractor shall provide reasonable assistance to the Commonwealth in restoring such lost records or data to their most recent backup copy.

### **V.48. CONTRACT-039.1 Virus; Malicious, Mischievous or Destructive Programming (Oct 2013)**

- (a) Notwithstanding any other provision in this Contract to the contrary, the Contractor shall be liable for any damage to any data and/or software owned or licensed by the Commonwealth if the Contractor or any of its employees, subcontractors or consultants introduces a virus or malicious, mischievous or destructive programming into the Commonwealth's software or computer networks and has failed to comply with the Commonwealth software security standards. The Commonwealth must demonstrate that the Contractor or any of its employees, subcontractors or consultants introduced the virus or malicious, mischievous or destructive programming. The Contractor's liability shall cease if the Commonwealth has not fully complied with its own software security standards.
- (b) The Contractor shall be liable for any damages incurred by the Commonwealth including, but not limited to, the expenditure of Commonwealth funds to eliminate or remove a computer virus or malicious, mischievous or destructive programming that result from the Contractor's failure to take proactive measures to keep virus or malicious, mischievous or destructive programming from originating from the Contractor or any of its employees, subcontractors or consultants through appropriate firewalls and maintenance of anti-virus software and software security updates (such as operating systems security patches, etc.).
- (c) In the event of destruction or modification of software, the Contractor shall eliminate the virus, malicious, mischievous or destructive programming, restore the Commonwealth's software, and be liable to the Commonwealth for any resulting damages.



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- (d) The Contractor shall be responsible for reviewing Commonwealth software security standards and complying with those standards.
- (e) The Commonwealth may, at any time, audit, by a means deemed appropriate by the Commonwealth, any computing devices being used by representatives of the Contractor to provide services to the Commonwealth for the sole purpose of determining whether those devices have anti-virus software with current virus signature files and the current minimum operating system patches or workarounds have been installed. Devices found to be out of compliance will immediately be disconnected and will not be permitted to connect or reconnect to the Commonwealth network until the proper installations have been made.
- (f) The Contractor may use the anti-virus software used by the Commonwealth to protect Contractor's computing devices used in the course of providing services to the Commonwealth. It is understood that the Contractor may not install the software on any computing device not being used to provide services to the Commonwealth, and that all copies of the software will be removed from all devices upon termination of this Contract.
- (g) The Commonwealth will not be responsible for any damages to the Contractor's computers, data, software, etc. caused as a result of the installation of the Commonwealth's anti-virus software or monitoring software on the Contractor's computers.
  - (i) Notwithstanding any other provision in this Contract to the contrary, if the Contractor or any of its employees, subcontractors or consultants introduces a virus or malicious, mischievous or destructive programming into the Commonwealth's software or computer networks and has failed to comply with the Commonwealth software security standards, and provided further that the Commonwealth can demonstrate that the virus or malicious, mischievous or destructive programming was introduced by the Contractor or any of its employees, subcontractors or consultants, the Contractor shall be liable for any damage to any data and/or software owned or licensed by the Commonwealth. The Contractor shall be liable for any damages incurred by the Commonwealth including, but not limited to, the expenditure of Commonwealth funds to eliminate or remove a computer virus or malicious, mischievous or destructive programming that result from the Contractor's failure to take proactive measures to keep virus or malicious, mischievous or destructive programming from originating from the Contractor, its servants, agents or employees through appropriate firewalls and maintenance of anti-virus software and software security updates (such as operating systems security patches, etc.). In the event of destruction or modification of software, the Contractor shall eliminate the virus, malicious, mischievous or destructive programming, restore the Commonwealth's software, and be liable to the Commonwealth for any resulting damages. The Contractor shall be responsible for

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reviewing Commonwealth software security standards in effect at the commencement of the Contract and complying with those standards. The Contractor's liability shall cease if the Commonwealth has not fully complied with its own software security standards.

- (ii) The Contractor shall perform a security scan on any software or computer program developed by the Contractor or its subcontractors in a country other than the United States of America that may come in contact with the Commonwealth's software or computer networks. Contractor shall perform such security scan prior to introducing any such software or computer program into a Commonwealth development environment, test environment or production environment. The results of these security scans will be provided to the Commonwealth prior to installing into any Commonwealth development environment, test environment or production environment. The Commonwealth may perform, at its discretion, additional security scans on any software or computer program prior to installing in a Commonwealth environment as listed above.
- (iii) The Commonwealth may, at any time, audit, by a means deemed appropriate by the Commonwealth, any computing devices being used by representatives of the Contractor to provide services to the Commonwealth that will be connected to a Commonwealth network for the sole purpose of determining whether those devices have anti-virus software with current virus signature files and the current minimum operating system patches or workarounds have been installed. Devices found to be out of compliance will immediately be disconnected and will not be permitted to connect or reconnect to the Commonwealth network until the proper installations have been made. The Commonwealth shall not install any software or monitoring tools on the Contractor's equipment without the Contractor's written consent to do so.
- (iv) The Contractor may use the anti-virus software used by the Commonwealth to protect Contractor's computing devices used in the course of providing services to the Commonwealth. It is understood that the Contractor may not install the software on any computing device not being used to provide services to the Commonwealth, and that all copies of the software will be removed from all devices upon termination of this Contract.
- (v) Neither the Commonwealth nor the Issuing Agency will be responsible for any damages to the Contractor's computers, data, software, etc. caused as a result of the installation of the Commonwealth's anti-virus software or monitoring software on the Contractor's computers.

### V.49. CONTRACT-042.1 Installment Purchase Additional Terms and Conditions (Oct 2013)

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To the extent that the Contractor offers the Commonwealth or any purchasing agency (“Purchaser”) the option to pay for any items covered by the Contract in installments over time, these Installment Purchase Terms And Conditions shall, in addition to the other terms and conditions of the Contract, govern the installment purchase, except to the extent the Contractor assigns an Installment Purchase to an Initial Assignee, in which case the Initial Assignee shall be bound to the obligations of the Contractor only as specified in these Installment Purchase Terms and Conditions. If a Purchaser desires to purchase items on an installment basis, the Purchaser shall indicate its Installment Purchase election on the PO issued to the Contractor (“Installment Purchase PO”). By issuing an Installment Purchase PO, the Purchaser explicitly agrees to these Installment Purchase Terms and Conditions. Any items covered by an Installment Purchase shall be called “Installment Items” in these Installment Purchase Terms and Conditions. To the extent that there is a conflict between the other terms and conditions of the Contract and these Installment Purchase Terms and Conditions, these Installment Purchase Terms and Conditions shall prevail to the extent that the Purchaser has elected an Installment Purchase option.

### (a) **Term of Installment Purchase**

The Contractor may provide any Installment Items under the Contract for any term up to 60 months. The Purchaser shall identify the term selected on the Installment Purchase PO. The Installment Purchase term shall commence on the date the Purchaser accepts the Installment Items by executing the Acceptance Certificate, and the term shall continue for the length specified on the Installment Purchase PO. The form of the Acceptance Certificate is attached as **Appendix H** to the RFP.

If the Contractor delivers the Contract items in more than one delivery, unless otherwise specified in the Specifications for this procurement, the Purchaser will provide separate acceptance certificates for each delivery of the items, and the Purchaser will make separate payments for the Contract items corresponding to the amount of Contract items delivered and accepted **30 days** prior to the payment due date.

### (b) **Payments**

- (i) Full Term Intention. The Purchaser shall pay the applicable monthly payment for the Installment Items. The Purchaser shall continue payment for the full Installment Purchase term, unless the Purchaser terminates the Installment Purchase, either for Contractor default as set forth in the Default provision of the Contract or for non-appropriation of funds as specified in this section.
- (ii) Non-Appropriation. The Purchaser’s obligation is payable only and solely from funds allotted for the purpose of the Installment Purchase. If sufficient funds are not appropriated for continuation of performance under any Installment Purchase for any fiscal year subsequent to the one in

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which the Purchaser issued the Installment Purchase PO, the Purchaser may return the Installment items to the Contractor/Initial Assignee (as applicable), and thereafter the Contractor/Initial Assignee will release the Purchaser of all further obligations under the Installment Purchase, provided:

- (1) The Purchaser delivers unencumbered title to the Installment items to the contractor or Initial Assignee (if applicable);
- (2) The Purchaser returns the Installment items to the Contractor/Initial Assignee in good condition, reasonable wear and tear excepted; and
- (3) The Purchaser gives **30 days** written notice of the failure of appropriations to the Contractor/Initial Assignee, along with a certification that the Installment Items are not being replaced by similar items from another vendor. In the event the Purchaser returns the Installment Items for failure of appropriations, the Purchaser shall pay all amounts then due under the Installment Purchase through the end of the fiscal year for which sufficient funds were appropriated for the Installment Purchase.

### (c) **Title and Security Interest**

- (i) The title to the Installment Items shall pass to the Purchaser at the time and place of delivery to the Purchaser of each unit of equipment. The Contractor or its Initial Assignee shall have a purchase money security interest in the Installment Items until payment of all installments as set forth in the payment schedule are made, or if the Purchaser prepays its installments, upon payment of the agreed amount between the Contractor and the Purchaser as set forth in Subsection (i) of this Section.
  - (1) Upon payment of the final installment or other concluding payment option, neither the Contractor nor its assignee shall have any further interest in the Installment Items.
  - (2) The Installment Items shall remain personal property and shall not become a fixture or affixed to real property without consent of the Contractor/assignee.
  - (3) At the request of the Contractor or Initial Assignee, the Purchaser will join the Contractor/assignee in executing one or more UCC-1 financing statements.
  - (4) The Purchaser will keep the Installment Items free and clear of all encumbrances except the Contractor's/assignee's security interest.

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### **(d) Use and Location of, And Alteration to Installment Items**

The Purchaser shall keep the Installment Items within the confines of the Commonwealth of Pennsylvania and shall inform the Contractor/Initial Assignee upon request of the location of the Installment Items. The Purchaser, at its own cost and expense, shall maintain the Installment Items in good operating condition and will not use or deal with the Installment Items in any manner which is inconsistent with the terms of the Contract or any applicable laws and regulations. The Purchaser agrees not to misuse, abuse, or waste the Installment Items and the Purchaser will not allow the Installment Items to deteriorate, except for ordinary wear and tear resulting from their intended use. No alterations, changes, or modifications to the Installment Items shall be made without the approval of the Contractor/Initial Assignee.

### **(e) Assumption of Risks**

(i) The Purchaser shall, after acceptance of the Installment Items, assume and bear the risk of damage to, or loss or theft of, the Installment Items (including all component parts) from any cause other than action or inaction of the Contractor/assignee. The loss or damage of the Installment Items shall not impair any obligation of the Purchaser under these Installment Purchase Terms and Conditions, which shall continue in full force and effect. In the event that all or part of the Installment Items shall, as a result of the above-mentioned causes, become, in the Purchaser's reasonable determination, lost, stolen, destroyed, rendered unusable, or irreparably damaged, then the Purchaser shall notify the Contractor/assignee in writing. At its option, the Purchaser shall elect either:

- (1) to replace the equipment either like equipment, or
- (2) to pay pro rata to the Contractor/assignee all payments then currently due according to the payment schedule, plus the pro rata principal portion of any remaining installments. The "pro rata principal portion of remaining installment payments" is that percentage of the principal portion of remaining installment payments as of the date of payment that the cost of the units of the equipment lost, stolen, destroyed, or rendered irreparably unusable or damaged bears to the total cost of the equipment determined by the amounts set forth in the field purchase order.
- (3) The Purchaser assumes all risks and liabilities for injury to or death of any person, or damage to any property, arising out of the Purchaser's possession, use, operation, condition, or storage of any

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Installment Items, as more fully set forth in Paragraph (i) of Subsection (g) of this Section.

- (4) The Purchaser agrees to insure the Installment Items as provided under Paragraph (ii) of Subsection (g) of this Section.

### (f) **Warranties**

- (i) The Purchaser shall have the benefit of any and all manufacturer or supplier warranties for the Installment Items.
- (ii) The Contractor/Initial Assignee and any subsequent assignee warrants that neither the Contractor/Initial Assignee or subsequent assignee, nor anyone acting or claiming through these parties by assignment or otherwise, will interfere with the Purchaser's quiet enjoyment of the Installment Items so long as no event of default as defined in Subsection (j) of this Section shall have occurred and be continuing.

### (g) **Liability**

- (i) The Purchaser assumes all risks and liabilities for injury to or death of any person or damage to any property, arising out of the Purchaser's possession, use, operation, condition, or storage of any Installment Item, whether such injury or death be of agents or employees of the Purchaser or of third parties, and whether such property damage be to the Purchaser's property or the property of others; provided, however, that the damage or injury results from the action or inaction of the Purchaser, its agents or employees, and provided that judgment has been obtained against the Purchaser, its agents or employees. This provision shall not be construed to limit the governmental immunity of any Purchaser.
- (ii) The Purchaser shall, during the Installment Purchase term, either self-insure or purchase insurance to cover the risks it has assumed under Paragraph (i) of this Subsection, including but not limited to risks of public liability and property damage.

### (h) **Assignment**

- (i) The Purchaser shall not assign any Installment Purchase PO or other interest in the Installment items without the prior written consent of the Contractor or its assignee. The Contractor may assign, and/or grant security interests in whole or in part in, the Installment Purchase to an Initial Assignee, who in turn may further assign and/or grant a security interest in an Installment Purchase to a subsequent assignee without the Purchaser's consent. Any other Contractor assignment shall require the Purchaser's prior written consent. Upon written notice to the Purchaser,

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the Contractor may assign payments under any Installment Purchase to a third party.

- (ii) The Contractor may assign, without DGS or Purchaser consent, any Installment Purchase PO to a third party (“Initial Assignee”) who will fund the purchase of the Installment Items. The Initial Assignee may take title to, and assume the right to receive all payments for, the Installment Items. The Contractor shall notify the Purchaser of any Installment Purchase PO assignment in its acknowledgment of the Installment Purchase PO to the Purchaser, providing the Purchaser with a copy of the assignment agreement between the Contractor and the Initial Assignee.
- (iii) Notwithstanding any provisions to the contrary in the Contract, in the event of an assignment to an Initial Assignee, the Initial Assignee shall be bound only to the Contractor’s obligations specified in these Installment Purchase Terms and Conditions. An Initial Assignee shall not be responsible for any of the Contractor’s additional representations, warranties, covenants, or obligations under the Contract Documents. By issuing an Installment Purchase PO, the Purchaser waives any claims it may have under the Installment Purchase against the Initial Assignee for any loss, damage, or expense caused by, defect in, or use or maintenance of any Installment Item. The Purchaser acknowledges that the Initial Assignee is not the supplier of the Installment Items and is not responsible for their selection or installation. After the ordering Purchaser executes, and the Initial Assignee receives, an acceptance certificate in the form attached to these Installment Purchase Terms and Conditions, if any portion of the Installment Items is unsatisfactory for any reason, the ordering Purchaser shall, nevertheless, continue to make payments under the applicable Installment Purchase terms and shall make any claim against the Contractor or the manufacturer, not against the Initial Assignee or any subsequent assignee of the Initial Assignee.
- (iv) After a Purchaser executes and the Initial Assignee receives an acceptance certificate:
  - (1) The Purchaser shall, regardless of whether any portion of the Installment Items is unsatisfactory for any reason, nevertheless, continue to make payments under the applicable Installment Purchase and shall make any claim relating to the Installment Items against the Contractor or the manufacturer, not against the Initial Assignee or any subsequent assignee; and
  - (2) The rights of the Initial Assignee and any subsequent assignee to receive payments are absolute and unconditional and shall not be affected by any defense or right of set-off.

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(v) **Warranty Disclaimer**

IN THE EVENT THE CONTRACTOR ASSIGNS AN INSTALLMENT PURCHASE TO AN INITIAL ASSIGNEE, SUCH INITIAL ASSIGNEE AND ANY SUBSEQUENT ASSIGNEE MAKE NO WARRANTY (OTHER THAN A WARRANTY OF QUIET ENJOYMENT OF THE INSTALLMENT ITEMS), EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO THE INITIAL ASSIGNEE AND ANY SUBSEQUENT ASSIGNEE, THE PURCHASER TAKES THE EQUIPMENT AND ANY FINANCED ITEM "AS IS". IN NO EVENT SHALL THE INITIAL ASSIGNEE OR ANY SUBSEQUENT ASSIGNEE HAVE ANY LIABILITY FOR, NOR SHALL THE PURCHASER HAVE ANY REMEDY AGAINST, THE INITIAL ASSIGNEE OR ANY SUBSEQUENT ASSIGNEE FOR CONSEQUENTIAL DAMAGES, LOSS OF SAVINGS, OR LOSS OF USE.

(i) **Financing and Prepayment**

- (i) If the Contractor is not the supplier of the Installment Items, the Contractor will pay the charges for the Installment Items directly to the supplier. In the event the Contractor assigns the Installment Purchase to an Initial Assignee, the Initial Assignee will pay the charges directly to the Contractor or the supplier, as applicable. If the Contractor has assigned payments under the Installment Purchase to an Initial Assignee, the Purchaser's obligation to make payments for the Installment Items for which the Purchaser has executed and delivered acceptance certificates shall not be affected by any discontinuance, return, or destruction of any license or licensed program materials, or by any Purchaser dissatisfaction with any Installment Item.
- (ii) The Purchaser may at any time elect to prepay its remaining Installment Purchase payments. The Purchaser shall provide notice of the intended prepayment date, which shall be at least one month after the date of the notice. Depending on market conditions at the time, the Contractor/Initial Assignee may reduce the balance of the remaining payments to reflect the requested prepayment and shall advise the Purchaser of the balance to be paid.
- (iii) If the Purchaser purchases Contract items related to an Installment Item prior to the expiration of the Installment Purchase terms, or if the Installment Purchase is terminated for any reason except non-appropriation as described in Subsection B of these Installment Purchase Terms and Conditions, and if the Installment Item has been delivered and



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the Purchaser has executed and delivered to the Contractor an acceptance certificate, the Purchaser shall prepay such Installment Item.

### (j) Remedies for Default

(i) If the Purchaser does not make a required payment within **30 days** after its due date and such nonpayment continues for **15 days** after receipt of written notice from the Contractor/Initial Assignee that the Purchaser is delinquent in payment, if the Purchaser breaches any other provision under these Terms and Conditions and such breach continues for **15 days** after receipt of written notice of the breach from the Contractor/Initial Assignee, or if the Purchaser files any petition or proceeding (or has a petition or proceeding filed against it) under any bankruptcy, insolvency, or similar law, the Contractor/Initial Assignee may pursue and enforce the following remedies, individually or collectively:

- (1) Terminate the applicable Installment Purchase.
- (2) Take possession of any or all Contract items in the Purchaser's possession, without any court order or other process of law. For such purpose, upon written notice of its intention to do so, the Contractor or its assignee may enter upon the premises where the Contract items may be and remove and repossess the Contract items, from the premises without being liable to the Purchaser in any action or legal proceedings. The Contractor/assignee may, at its option, sell the repossessed Contract items at public or private sale for cash or credit. The Purchaser shall be liable for the Contractor's/assignee's expenses of retaking possession, including without limitation the removal of the Contract items and placing the Contract items in good operating condition (if not in good operating condition at the time of removal) in accordance with the manufacturer's specifications. Repossessed Contract items shall include only those items that were purchased under the Installment Purchase.
- (3) Recover from the Purchaser all payments then due, plus the net present value of the amount of the remaining payments. The present value of such remaining payments shall be calculated using a discount rate equal to the average of the weekly two- and three-year Treasury Constant Maturities published by the Federal Reserve Board for the last calendar week of the month preceding the contractor's/assignee's termination of the applicable Installment Purchase. The Treasury Constant Maturities are published in Statistical Release .15 and may be accessed via the Federal Reserve Board's Internet website.

## EXHIBIT A, FINAL NEGOTIATED CONTRACT TERMS AND CONDITIONS

- (ii) In the event of Contractor default under the Default provision of the Contract, the Purchaser may pursue one or more of the following remedies:
  - (1) If the payments under the Installment Purchase have been assigned to an Initial Assignee, the Purchaser shall continue to make payments for those Contract Items which have been delivered and for which the Purchaser has provided acceptance certificates to the Contractor/Initial Assignee.
  - (2) The Purchaser may cancel, without liability for payment, its order for any Contract items which have not been delivered and for which it has not issued acceptance certificates. In this instance, the amount of the Contract payments will be recalculated to take into consideration and pay for the actual number of Contract items which were delivered and accepted. If no Installment items have been delivered and accepted, the Purchaser may terminate the Installment Purchase without liability for any payment.
  - (3) If payments have not been assigned, the Purchaser may set off or counterclaim any and all damages incurred by the Purchaser as a result of the contractor's default against its obligation to make payments.

### (k) **Compliance with Internal Revenue Code**

- (i) Tax Exempt Financing. If it intends to provide tax exempt financing, the Contractor/Initial Assignee must file, in timely fashion, any reports the Internal Revenue Service may require with respect to the order under the Internal Revenue Code (IRC). The Purchaser shall cooperate with the Contractor/Initial Assignee in the preparation and execution of these documents. The Purchaser shall also keep a copy of each notification of assignment with the Purchaser's counterpart of the order and shall not, during the Installment Purchase term, permit the Installment Items to be directly or indirectly used for a private business use within the meaning of Section 141 of the IRC.
- (ii) Governmental Status. Eligible Purchasers include State entities or political subdivisions of a State for the purpose of Section 103(a) of the IRC as well as tax exempt non-profit corporations and entities under 501(c)(4) of the IRC. Any misrepresentation of a Purchaser's status under the IRC shall constitute an event of default by the Purchaser. If the Internal Revenue Service rules that the Purchaser does not so qualify under either Section 103(a) or 501(c)(4) of the IRC, or if the Purchaser fails to cooperate with the Contractor/Initial Assignee in the preparation and execution of any reports required under Section 124 or 149 of the IRC

## EXHIBIT A, FINAL NEGOTIATED CONTRACT TERMS AND CONDITIONS

(including 8038G and 8038GC forms), the Purchaser will, upon demand, pay the Contractor/Initial Assignee a sum the Contractor/Initial Assignee determines sufficient to return the Contractor/Initial Assignee to the economic status it would otherwise have received.

### (l) **Governing Law**

All Purchases made under these Installment Purchase Terms and Conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, except that the parties agree that Article 2A of the Uniform Commercial Code shall not apply or govern transactions under these Installment Purchase Terms and Conditions.

### (m) **Notices**

Service of all notices under these Installment Purchase Terms and Conditions shall be sufficient if delivered to the Purchaser at the address set forth in the applicable Installment Purchase PO, or to the Contractor/Initial Assignee at the address set forth in its acknowledgment of the Installment Purchase PO, including any attached document. Notices by mail shall be effective when deposited in the U.S. mail, properly addressed, with sufficient paid postage. Notices by hand or by overnight courier shall be effective when actually received.

## **V.50. CONTRACT-043.1-1 Leasing Additional Terms and Conditions (Oct 2013)**

To the extent that the Contractor offers the Commonwealth or any purchasing agency (“Lessee”) the option to lease any items covered by the Contract, these Leasing Terms And Conditions shall, in addition to the other terms and conditions of the Contract, govern the Lease, except to the extent the Contractor assigns a Lease to an Initial Assignee, in which case the Initial Assignee shall be bound to the obligations of the Contractor only as specified in these Leasing Terms and Conditions. If a Lessee desires to lease contract items, the Lessee shall indicate its leasing election on the PO issued to the Contractor (“Lease PO”). By issuing a Lease PO, the Lessee explicitly agrees to these Leasing Terms and Conditions. Any items covered by a Lease shall be called “Leased Property” in these Leasing Terms and Conditions. To the extent that there is a conflict between the other terms and conditions of the Contract and these Leasing Terms and Conditions, these Leasing Terms and Conditions shall prevail to the extent that the Lessee has elected a leasing option.

### (a) **Term of Lease**

The Contractor may provide any Leased Property under the Contract for any term up to **60 months**, including a Fair Market Value Option for Lease/Purchases. The Lessee shall identify the term selected, as well as its election of either a Lease or Lease/Purchase option, on the Lease PO. The Lease term shall commence on the date the Lessee accepts the Leased Property by executing the Acceptance

## EXHIBIT A, FINAL NEGOTIATED CONTRACT TERMS AND CONDITIONS

Certificate, and the term shall continue for the length specified on the Lease PO. The form of the Acceptance Certificate is attached as **Appendix H** to the RFP.

If the Contractor delivers the Leased Property in more than one delivery, unless otherwise specified in the Specifications for this procurement, the Lessee will provide separate acceptance certificates for each delivery of the items, and the Lessee will make periodic payments for the Leased Property corresponding to the amount of the Leased Property delivered and accepted **30 days** prior to the payment due date.

### (b) **Payments**

- (i) Full Term Intention. The Lessee shall pay the applicable monthly or annual rent payment for the Leased Property for the full Lease term, unless the Lessee terminates the Lease, either for Contractor default as set forth in the Default provision of the Contract or for non-appropriation of funds as specified in this section.
- (ii) Non-appropriation. The Lessee's obligation is payable only and solely from funds allotted for the purpose of the Lease. If sufficient funds are not appropriated for continuation of performance under any Lease for any fiscal year subsequent to the one in which the Lessee issued the Lease PO, the Lessee may return the Leased Property to the Contractor/Initial Assignee (as applicable), and thereafter the Contractor/Initial Assignee shall release the Lessee of all further obligations under the Lease, provided:
  - (1) The Lessee delivers unencumbered title to the Leased Property to the Contractor or Initial Assignee (if applicable);
  - (2) The Lessee returns the Leased Property to the Contractor/Initial Assignee in good condition, reasonable wear and tear excepted; and
  - (3) The Lessee gives **30 days** written notice of the failure of appropriations to the Contractor/Initial Assignee, along with a certification that the Leased Property is not being replaced by similar items from another vendor. In the event the Lessee returns the Leased Property for failure of appropriations, the Lessee shall pay all amounts then due under the Lease through the end of the fiscal year for which sufficient funds were appropriated for the Lease.

### (c) **Title**

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- (i) Title to the Leased Property shall not pass to the Lessee but shall remain in the Contractor or Initial Assignee, whichever applies; except in the case of a Lease/Purchase, the title shall pass to the Lessee upon payment of the final installment or other concluding payment option.
  - (1) Upon payment of the final installment or other concluding payment option, neither the Contractor nor its assignee shall have any further interest in the Leased Property.
  - (2) The Leased Property shall remain personal property and shall not become a fixture or affixed to real property without consent of the Contractor/assignee.
  - (3) At the request of the Contractor or Initial Assignee, the Lessee will join the Contractor/assignee in executing one or more UCC-1 financing statements.
  - (4) The Lessee will keep the Leased Property free and clear of all encumbrances except the Contractor's/assignee's security interest.

### **(d) Use and Location Of, and Alteration to Leased Property**

The Lessee shall keep the Leased Property within the confines of the Commonwealth of Pennsylvania and shall inform the Contractor/Initial Assignee upon request of the location of the Leased Property. The Lessee, at its own cost and expense, shall maintain the Leased Property in good operating condition and will not use or deal with the Leased Property in any manner which is inconsistent with the terms of the Contract or any applicable laws and regulations. The Lessee agrees not to misuse, abuse, or waste the Leased Property and the Lessee will not allow the Leased Property to deteriorate, except for ordinary wear and tear resulting from their intended use. No alterations, changes, or modifications to the Leased Property shall be made without the approval of the Contractor/Initial Assignee.

### **(e) Risk of Loss**

The Contractor shall assume and bear the risk of loss or damage to, or theft of, the Leased Property and all component parts while the Leased Property or parts are in the Lessee's possession, unless the Lessee could have prevented such loss, damage, or theft by exercising reasonable care or diligence in the use, protection, or care of the Leased Property or parts. No loss or damage to the Leased Property or parts shall impair any Contractor or Lessee obligation under the Lease, except as expressly provided in these Leasing Terms and Conditions. If the damage could not have been prevented by the Lessee's exercise of reasonable care or diligence, and the Contractor determines the Leased Property or parts can be economically repaired, the Contractor shall repair or cause to be repaired all

## EXHIBIT A, FINAL NEGOTIATED CONTRACT TERMS AND CONDITIONS

damages to the Leased Property or their parts. In the event that the any of the Leased Property or their parts are stolen or destroyed, or if in the Contractor's opinion they are rendered irreparable, unusable, or damaged, the affected Leased Property shall be considered a total loss and the Lease shall terminate as to that Leased Property, and the Lessee's obligation to pay rent for the affected Leased Property shall be deemed to have ceased as of the date of the loss.

### (f) **Warranties**

- (i) The Lessee shall have the benefit of any and all manufacturer or supplier warranties for the Leased Property during the Lease term.
- (ii) The Contractor/Initial Assignee and any subsequent assignee warrants that neither the Contractor/Initial Assignee or subsequent assignee, nor anyone acting or claiming through these parties by assignment or otherwise, will interfere with the Lessee's quiet enjoyment of the Leased Property so long as no event of default as defined in Subsection (j) of this Section shall have occurred and be continuing.

### (g) **Liability**

- (i) The Lessee assumes all risks and liabilities for injury to or death of any person or damage to any property, arising out of the Lessee's possession, use, operation, condition, or storage of any Leased Property, whether such injury or death be of agents or employees of the Lessee or of third parties, and whether such property damage be to the Lessee's property or the property of others; provided, however, that the damage or injury results from the action or inaction of the Lessee, its agents or employees, and provided that judgment has been obtained against the Lessee, its agents or employees. This provision shall not be construed to limit the governmental immunity of any Lessee.
- (ii) The Lessee shall, during the Lease term, either self-insure or purchase insurance to cover the risks it has assumed under Paragraph (i) of this Subsection, including but not limited to risks of public liability and property damage.

### (h) **Assignment**

- (i) The Lessee shall not assign any Lease PO or other interest in the Leased Property without the prior written consent of the Contractor or its assignee. The Contractor may assign, and/or grant security interests in whole or in part in, the Lease PO and Leased Property to an Initial Assignee, who in turn may further assign and/or grant a security interest in a Lease to a subsequent assignee without the Lessee's consent. Any other Contractor assignment shall require the Lessee's prior written consent.

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Upon written notice to the Lessee, the Contractor may assign payments under any Lease to a third party.

- (ii) The Contractor may assign, without Lessee consent, any Lease PO to a third party (“Initial Assignee”) who will fund the purchase of the Leased Property. The Initial Assignee may take title to, and assume the right to receive all rental payments for, the Leased Property. The Contractor shall notify the Lessee of any Lease PO assignment in its acknowledgment of the Lease PO to the Lessee, providing the Lessee with a copy of the assignment agreement between the Contractor and the Initial Assignee.
- (iii) Notwithstanding any provisions to the contrary in the Contract, in the event of an assignment to an Initial Assignee, the Initial Assignee shall be bound only to the Contractor’s obligations specified in these Leasing Terms and Conditions. An Initial Assignee shall not be responsible for any of the Contractor’s additional representations, warranties, covenants, or obligations under the Contract Documents. By issuing a Lease PO, the Lessee waives any claims it may have under the Lease against the Initial Assignee for any loss, damage, or expense caused by, defect in, or use or maintenance of any Leased Property. The Lessee acknowledges that the Initial Assignee is not the supplier of the Leased Property and is not responsible for their selection or installation. After the ordering Lessee executes, and the Initial Assignee receives, an Acceptance Certificate, if any portion of the Leased Property is unsatisfactory for any reason, the ordering Lessee shall, nevertheless, continue to make payments under the applicable Lease terms and shall make any claim against the Contractor or the manufacturer, not against the Initial Assignee or any subsequent assignee of the Initial Assignee.
- (iv) After a Lessee executes and the Initial Assignee receives an Acceptance Certificate:
  - (1) The Lessee shall, regardless of whether any portion of the Leased Property is unsatisfactory for any reason, nevertheless, continue to make payments under the applicable Lease and shall make any claim relating to the Leased Property against the Contractor or the manufacturer, not against the Initial Assignee or any subsequent assignee; and
  - (2) The rights of the Initial Assignee and any subsequent assignee to receive rental payments are absolute and unconditional and shall not be affected by any defense or right of set-off.
- (v) Warranty Disclaimer

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IN THE EVENT THE CONTRACTOR ASSIGNS A LEASE TO AN INITIAL ASSIGNEE, SUCH INITIAL ASSIGNEE AND ANY SUBSEQUENT ASSIGNEE MAKE NO WARRANTY (OTHER THAN A WARRANTY OF QUIET ENJOYMENT OF THE LEASED PROPERTY), EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO THE INITIAL ASSIGNEE AND ANY SUBSEQUENT ASSIGNEE, THE LESSEE TAKES THE LEASED PROPERTY "AS IS". IN NO EVENT SHALL THE INITIAL ASSIGNEE OR ANY SUBSEQUENT ASSIGNEE HAVE ANY LIABILITY FOR, NOR SHALL THE LESSEE HAVE ANY REMEDY AGAINST, THE INITIAL ASSIGNEE OR ANY SUBSEQUENT ASSIGNEE FOR CONSEQUENTIAL DAMAGES, LOSS OF SAVINGS, OR LOSS OF USE.

### (i) **Financing and Prepayment**

- (i) If the Contractor is not the supplier of the Leased Property, the Contractor will pay the charges for the Leased Property directly to the supplier. In the event the Contractor assigns the Lease to an Initial Assignee, the Initial Assignee will pay the charges directly to the Contractor or the supplier, as applicable. If the Contractor has assigned rental payments under the Lease to an Initial Assignee, the Lessee's obligation to make rental payments for the Leased Property for which the Lessee has executed and delivered acceptance certificates shall not be affected by any discontinuance, return, or destruction of any license or licensed program materials, or by any Lessee dissatisfaction with any Leased Property.
- (ii) The Lessee may at any time terminate the financing for any Leased Property by prepaying its remaining rental payments. The Lessee shall provide notice of the intended prepayment date, which shall be at least one month after the date of the notice. Depending on market conditions at the time, the Contractor/Initial Assignee may reduce the balance of the remaining rental payments to reflect the requested prepayment and shall advise the Lessee of the balance to be paid.
- (iii) If the Lessee purchases Contract items related to Leased Property prior to the expiration of the Lease term, or if the Lease is terminated for any reason except non-appropriation as described in Subsection (b) of this Section, and if the Leased Property has been delivered and the Lessee has executed and delivered to the Contractor an acceptance certificate, the Lessee shall prepay such Leased Property.

### (j) **Remedies for Default**



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- (i) If the Lessee does not make a required payment within **30 days** after its due date and such nonpayment continues for **15 days** after receipt of written notice from the Contractor/Initial Assignee that the Lessee is delinquent in payment, if the Lessee breaches any other provision under these Leasing Terms and Conditions and such breach continues for **15 days** after receipt of written notice of the breach from the Contractor/Initial Assignee, or if the Lessee files any petition or proceeding (or has a petition or proceeding filed against it) under any bankruptcy, insolvency, or similar law, the Contractor/Initial Assignee may pursue and enforce the following remedies, individually or collectively:
- (1) Terminate the applicable Lease.
  - (2) Take possession of any or all Leased Property in the Lessee's possession, without any court order or other process of law. For such purpose, upon written notice of its intention to do so, the Contractor or its assignee may enter upon the premises where the Leased Property may be and remove and repossess the Leased Property, from the premises without being liable to the Lessee in any action or legal proceedings. The Contractor/assignee may, at its option, sell the repossessed Leased Property at public or private sale for cash or credit. The Lessee shall be liable for the Contractor's/assignee's expenses of retaking possession, including without limitation the removal of the Leased Property and placing the Leased Property in good operating condition (if not in good operating condition at the time of removal) in accordance with the manufacturer's specifications. Repossessed Leased Property shall include only those items that were leased or lease/purchased under the Lease.
  - (3) Recover from the Lessee all rental payments then due, plus the net present value of the amount of the remaining rental payments. The present value of such remaining rental payments shall be calculated using a discount rate equal to the average of the weekly two- and three-year Treasury Constant Maturities published by the Federal Reserve Board for the last calendar week of the month preceding the contractor's/assignee's termination of the applicable Lease. The Treasury Constant Maturities are published in Statistical Release .15 and may be accessed via the Federal Reserve Board's Internet website.
- (ii) In the event of Contractor default under the Default provision of the Contract, the Lessee may pursue one or more of the following remedies:

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- (1) If the rental payments under the Lease have been assigned to an Initial Assignee, the Lessee shall continue to make payments for that Leased Property which has been delivered and for which the Lessee has provided acceptance certificates to the Contractor/Initial Assignee.
- (2) The Lessee may cancel, without liability for payment, its order for any Leased Property which has not been delivered and for which it has not issued acceptance certificates. In this instance, the amount of the rental payments will be recalculated to take into consideration and pay for the actual amount of Leased Property which was delivered and accepted. If no Leased Property has been delivered and accepted, the Lessee may terminate the Lease without liability for any payment.
- (3) If payments have not been assigned, the Lessee may set off or counterclaim any and all damages incurred by the Lessee as a result of the Contractor's default against its obligation to make rental payments.

### **(k) Purchase Option**

If the Lessee is not in default, it shall have the right at the expiration of the Lease term to buy the Leased Property "as is with no additional warranty" by tendering the purchase option amount the parties have established. For any Lease with a Fair Market Value Option, the fair market value of the equipment shall be established by the Contractor/Initial Assignee and shall not exceed the then-current purchase price of the Leased Property as established in the Contract. Upon the Lessee's exercise of a purchase option and payment of the required amount to the Contractor/Initial Assignee, all right, title, and interest in the Leased Property shall pass to the Lessee.

### **(l) Extension**

If the Lessee does not elect to purchase the Leased Property at the expiration of a Lease term, and the Lessee is not in default under the Lease, the Lessee may elect to extend the Lease by written notification to the Contractor/Initial Assignee. The Lessee will make any elective extension under the same Leasing Terms and Conditions, including any rent payable (not less than fair market rental value), and will continue until the earlier of termination by either party upon one month's prior written notice, or five years from the date of installation.

### **(m) Return of Leased Property**

At the expiration or termination of a Lease for any Leased Property, or upon Contractor/Initial Assignee demand pursuant to Subsection (j) of this Section, the

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Lessee shall promptly return the Leased Property, freight prepaid, to any location in the continental United States specified by the Contractor/Initial Assignee. The Lessee shall pay the required rent for the Leased Property until they have been shipped to the Contractor.

- (i) Since DGS has, as a matter of policy, determined that all hard drives contain information that is confidential or sensitive, the Contractor shall, at its discretion, either remove and destroy any hard drive from the Leased Property or clean the hard drive to Office of Administration/U.S. Department of Defense standards, and the Contractor shall provide written certification to the Lessee that the hard drive has been destroyed or cleaned to Office of Administration/U.S. Department of Defense standards.
  - (ii) Except in the event of a total loss of any or all Leased Property as described in Subsection (e) of this Section, and except for any costs associated with the removal, destruction, and cleaning of any hard drives, the Lessee shall pay any costs the Contractor/Initial Assignee incurs to restore the Leased Property to good operating condition in accordance with the Contract specifications. All parts the Contractor/Initial Assignee may remove and replace shall become the Contractor's/Initial Assignee's property.
  - (iii) The Contractor's/Initial Assignee's costs associated with the cleaning of any hard drive to Office of Administration/U.S. Department of Defense standards and the removal and destruction of any hard drive(s) shall be included in the rental amount. The Lessee shall not be required to pay additional charges for the Contractor's/Initial Assignee's cleaning of a hard drive to Office of Administration/U.S. Department of Defense standards nor for the Contractor's/Initial Assignee's removal and destruction of any hard drive(s) upon the return of a Leased item.
- (n) **Compliance with Internal Revenue Code**
- (i) Tax Exempt Financing. If it intends to provide tax exempt financing, the Contractor/Initial Assignee must file, in timely fashion, any reports the Internal Revenue Service may require with respect to the order under the Internal Revenue Code (IRC). The Lessee shall cooperate with the Contractor/Initial Assignee in the preparation and execution of these documents. The Lessee shall also keep a copy of each notification of assignment with the Lessee's counterpart of the order and shall not, during the Lease term, permit the Leased Property to be directly or indirectly used for a private business use within the meaning of Section 141 of the IRC.

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(ii) Governmental status. Eligible Lessees include State entities or political subdivisions of a State for the purpose of Section 103(a) of the IRC as well as tax exempt non-profit corporations and entities under 501(c)(4) of the IRC. Any misrepresentation of a Lessee's status under the IRC shall constitute an event of default by the Lessee. If the Internal Revenue Service rules that the Lessee does not so qualify under either Section 103(a) or 501(c)(4) of the IRC, or if the Lessee fails to cooperate with the Contractor/Initial Assignee in the preparation and execution of any reports required under Section 124 or 149 of the IRC (including 8038G and 8038GC forms), the Lessee will, upon demand, pay the Contractor/Initial Assignee a sum the Contractor/Initial Assignee determines sufficient to return the Contractor/Initial Assignee to the economic status it would otherwise have received.

(o) **Governing Law**

All Leases made under these Leasing Terms and Conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, except that the parties agree that Article 2A of the Uniform Commercial Code shall not apply or govern transactions under these Leasing Terms and Conditions.

(p) **Notices**

Service of all notices under these Leasing Terms and Conditions shall be sufficient if delivered to the Lessee at the address set forth in the applicable Lease PO, or to the Contractor/Initial Assignee at the address set forth in its acknowledgment of the Lease PO, including any attached document. Notices by mail shall be effective when deposited in the U.S. mail, properly addressed, with sufficient paid postage. Notices delivered by hand or by overnight courier shall be effective when actually received.

### V.51. CONTRACT-045.1 Insurance - General (Dec 12 2006)

The Contractor is required to have in place during the term of the Contract and any renewals or extensions thereof, the following types of insurance, issued by companies acceptable to the Commonwealth and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania:

- (a) **Worker's Compensation Insurance** for all of the Contractor's employees and those of any subcontractor, engaged in work at the site of the project as required by law.
- (b) **Public Liability and Property Damage Insurance** to protect the Commonwealth, the Contractor, and any and all subcontractors from claims for damages for personal injury (including bodily injury), sickness or disease,

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accidental death and damage to property including the loss of use resulting from any property damage, which may arise from the activities performed under the Contract or the failure to perform under the Contract, whether such performance or non-performance be by the Contractor, by any subcontractor, or by anyone directly or indirectly employed by either. The minimum amounts of coverage shall be \$250,000 per person and \$1,000,000 per occurrence for bodily injury, including death, and \$250,000 per person and \$1,000,000 per occurrence for property damage. Such policies shall be occurrence rather than claims-made policies and shall not contain any endorsements or any other form designated to limit and restrict any action by the Commonwealth, as an additional insured, against the insurance coverage in regard to work performed for the Commonwealth.

Prior to commencement of the work under the Contract and at each insurance renewal date during the term of the Contract, the Contractor shall provide the Commonwealth with current certificates of insurance. These certificates or policies shall include the Commonwealth as an additional insured and shall contain a provision that the coverage's afforded under the policies will not be cancelled or changed until at least **15 days** written notice has been given to the Commonwealth.

The Commonwealth shall be under no obligation to obtain such certificates from the Contractor(s). Failure by the Commonwealth to obtain the certificates shall not be deemed a waiver of the Contractor's obligation to obtain and furnish certificates.

### **V.52. CONTRACT-051.1 Notice (Dec 2006)**

Any written notice to any party under this Contract shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.) with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, and sent to following:

- (a) If to the Contractor: the Contractor's address as recorded in the Commonwealth's Supplier Registration system.
- (b) If to the Commonwealth: the address of the Issuing Office as set forth on the Contract.

### **V.53. CONTRACT-052.1 Right to Know Law (Feb 2010)**

- (a) The Pennsylvania [Right-to-Know Law](#), 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Contract. For the purpose of these provisions, the term "the Commonwealth" shall refer to the contracting Commonwealth agency.
- (b) If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal

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contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

- (c) Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor shall:
  - (i) Provide the Commonwealth, within **ten (10) calendar days** after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
  - (ii) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- (d) If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within **seven (7) calendar days** of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- (e) The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within **five (5) business days** of receipt of written notification of the Commonwealth's determination.
- (f) If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.
- (g) The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

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- (h) The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- (i) The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

### V.54. CONTRACT-053.1 Enhanced Minimum Wage Provisions (July 2018)

- (a) **Enhanced Minimum Wage.** Contractor/Lessor agrees to pay no less than **\$12.00** per hour to its employees for all hours worked directly performing the services called for in this Contract/Lease, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least **twenty per cent (20%)** of their time performing ancillary services in a given work week.
- (b) **Adjustment.** Beginning July 1, 2019, and annually thereafter, the minimum wage rate shall be increased by **\$0.50** until July 1, 2024, when the minimum wage reaches **\$15.00**. Thereafter, the minimum wage rate would be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
- (c) **Exceptions.** These Enhanced Minimum Wage Provisions shall not apply to employees:
  - (i) exempt from the minimum wage under the [Minimum Wage Act](#) of 1968;
  - (ii) covered by a collective bargaining agreement;
  - (iii) required to be paid a higher wage under another state or federal law governing the services, including the [Prevailing Wage Act](#) and Davis-Bacon Act; or

## EXHIBIT A, FINAL NEGOTIATED CONTRACT TERMS AND CONDITIONS

- (iv) required to be paid a higher wage under any state or local policy or ordinance.
- (d) **Notice.** Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.
- (e) **Records.** Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
- (f) **Sanctions.** Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
- (g) **Subcontractors.** Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.

### V.55. OWNERSHIP RIGHTS

- (a) **Product License.** The Contractor grants the Commonwealth a non-exclusive license to use the software required to operate the Supplies.
- (b) **Contractor Intellectual Property.** The Commonwealth acknowledges that Contractor has previously developed software and related processes, instructions, methods, and techniques, and that the same shall remain the sole and exclusive property of Contractor. Contractor retains ownership of all Contractor Intellectual Property that Contractor delivers to the Commonwealth pursuant to this Contract.
- (c) **Commonwealth Intellectual Property and Data.** The Commonwealth owns all Data and Intellectual Property provided to the Contractor pursuant to this Contract or collected or generated by the Contractor on behalf of the Commonwealth pursuant to this Contract. Commonwealth grants Contractor a non-exclusive, royalty-free, license to use, copy, display, and prepare derivative works of the Commonwealth's Intellectual Property and Data only to fulfill the purposes of this Contract. The Commonwealth's license to Contractor is limited by the terms of this Contract.
- (d) **Click-Through Terms.** The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the Commonwealth. Other terms and conditions included in click-through agreements or referenced in the Contractor's quotations, invoices, business forms, or other documentation



## EXHIBIT A, FINAL NEGOTIATED CONTRACT TERMS AND CONDITIONS

shall not become part of this Contract and shall be disregarded by the parties. Any such terms shall be unenforceable by the Contractor and not binding on the Commonwealth.

- (e) **No Transfer of Right, Title or Interest.** Except as expressly set forth in this Contract, nothing in this Contract shall be construed as granting to or conferring upon Contractor, any right, title, or interest in any physical or intellectual property that is now owned or subsequently owned by the Commonwealth or any third party. Except as expressly set forth in this Contract, nothing in this Contract shall be construed as granting to or conferring upon the Commonwealth, any right, title, or interest in any physical or intellectual property that is now owned or subsequently owned by the Contractor.

**EXHIBIT B, FINAL NEGOTIATED SERVICE LEVEL AGREEMENTS (SLA)**

SLA #	Performance Metric	Performance Target	Definition	Frequency of Review	Penalty for Failure to Perform
1	Agency Inquiry Response Time	95%	The Contractor must return phone calls or respond to emails within a maximum of four business hours after a phone call is placed or an email is received. Each Incoming Request returned <b>after</b> four (4) hours (240 minutes) = Missed Response.	Monthly	N/A
			<b>Calculation:</b> (Total Responses – Missed Responses) / Total Responses		
2	Quote response time for Equipment and Services	100%	The Contractor must provide quotes within five (5) business day, unless an alternate date is mutually agreed upon between the agency and the Contractor, for Equipment and Services currently in the Contractor’s catalog to the requesting agency. Each requested Quote for Standard Catalog Equipment and Services delivered <b>after</b> five (5) business day = Missed Quote	Per Order	2% credit on the order resulting from the quote.
3	Order Delivery for Equipment	100%	The Contractor must make the required delivery time within fifteen (15) business days after receipt of an order unless an alternate date is mutually agreed upon between the agency and Contractor. Each Order Delivered <b>after</b> the standard fulfillment time of fifteen (15) business days = Missed Order.	Per Order	5% credit on the total cost per order.
4	Delivery of Services	95%	The Contractor must provide services on the date and time as mutually agreed upon between the agency and Contractor. Calculation: Service Orders Met Timely / Service Orders Total.	Quarterly	2% credit on the total cost of the service affected.

**EXHIBIT B, FINAL NEGOTIATED SERVICE LEVEL AGREEMENTS (SLA)**

5	Incorrect product shipment to the Commonwealth agency.	98%	The Contractor must deliver product as quoted within fifteen (15) business days after receipt of an order. Dates will be agreed upon between the agency and Contractor.	Monthly	5% credit on the inaccurate order(s).
6	Fix-time (Measured from the time the Commonwealth makes a service call to the Contractor, to the time the equipment is returned to full and complete working order during the original warranty period).	100%	The Contractor must resolve at least 95% of the service calls made by each agency, each month, in a fix-time of no more than twelve (12) business hours from the time the trouble ticket was submitted.	Monthly	2% credit based on the total value of the Equipment when originally purchased.
<b>Calculation:</b> Resolved (fixed) Service Calls by Agency / Total Service Calls by Agency					
7	Quarterly Reports	100%	The Contractor must provide the Commonwealth with quarterly reports detailing equipment purchasing activity, performance and customer satisfaction. The reports must be provided to the Commonwealth no later than fifteen (15) business days after the end of the quarter.	Monthly	N/A
<b>Calculation:</b> n/a					
8	Monthly Reports	100%	The Contractor must provide the Commonwealth with monthly reports detailing delivery metrics, response/fix-time metrics, and the status of outstanding issues. The reports must be provided to the Commonwealth no later than ten (10) business days after the end of the month.	Monthly	N/A
<b>Calculation:</b> n/a					
<b>Calculation:</b> (Total end of life instances – Missed end of life notifications) / Total end of life instances.					

The Contractor must reimburse the Commonwealth within forty-five (45) days of the missed SLA. The Contractor must pay the service credits by deducting the amount from the resulting order (SLAs 2, 3, and 4) or by sending a check addressed to the Commonwealth of Pennsylvania for the amount of the service credit (SLA 5). The Contractor must attach, along with its check, a breakdown of the reimbursement which includes, at a minimum: Commonwealth agency, SRM purchase order number and reimbursement amount.

All checks must be sent to the following address:

**EXHIBIT B, FINAL NEGOTIATED SERVICE LEVEL AGREEMENTS (SLA)**

Office of Comptroller Operations  
Revenue & Cash Management  
555 Walnut St., 9th Floor  
Harrisburg PA 17101-1925

If the Contractor fails to meet a performance target as described in the Service Level Agreement for three consecutive months, the Commonwealth will require the Contractor to submit a corrective action plan to meet the Service Level Agreement. The Commonwealth reserves the right to terminate the Contract according to the terms of Appendix A.

## Appendix C - Cost Submittal Instructions

### GENERAL INSTRUCTIONS FOR COMPLETING THIS WORKBOOK (Tab 1)

The Cost Submittal Worksheets contained in this workbook shall constitute the Cost Submittal.

### COST SUBMITTAL SUMMARY (Tab 2)

1. Select the Summary Tab at the bottom of this page.
2. Complete the highlighted cells in the top portion of the form (all contact information).
3. All data entered on the Cost Submittal Worksheet will automatically populate into the Summary tab.
4. Optional Services will not be evaluated in the total cost summary. The Offeror must provide a cost for each Optional Service.
5. Discount off of Optional Products will not be scored as a part of the cost evaluation.

### COST SUBMITTAL BREAKDOWN (Tab 3 through Tab 7)

1. Please review every tab in this cost submittal.
2. Cells that are highlighted in yellow must be completed in order to provide the equipment/service requested. The Proposed Model and Proposed Option, Columns (D) must be completed with detail of how the Offerors device meets or exceeds the minimum requirements, an "X" or any other form of confirmation is not acceptable as a response.
3. If the model can be upgraded to the optional capability, under "Options" enter the available configuration in the "Proposed Option" column(s), enter the purchase price, monthly lease price, and total lease price for the option.
4. If the model already includes the optional capability in the base model price, under "Options" enter "Included" in the appropriate "Proposed Option" column(s).
5. If the model cannot be upgraded to the optional capability, under "Options" enter "Not available" in the appropriate "Proposed Option" column(s).
6. The Offeror must be able to provide a price in each cell of the Base Workstation Models. If the price is left blank, a zero dollar amount will be calculated.
7. Optional Services will not be evaluated in the total cost summary. The Offeror must provide a cost for each Optional Service.
8. Discount off of Optional Products will not be scored as a part of the cost evaluation.

\*\*Formulas are embedded within the worksheets, do not attempt to unlock cells. Any estimates provided within this appendix are not a guarantee of equipment/service to be performed and/or payment under the contract resulting from this RFP.

### NOTES:

- Do not include any pricing data in any portion of the Technical Submittal. Pricing data is defined as any information related to, directly or indirectly, the Offeror's proposed charges for services and deliverables. Pricing data consists of, but is not limited to, costs, fees, prices, rates, bonuses, discounts, rebates, or the identification of free services, labor or materials.
- The cost submittal must be submitted as presented by the Commonwealth and should not be altered in any way. Do not include any reiteration of the technical proposal in the cost submittal.
- For the purposes of evaluation, the monthly lease cost and total lease cost shall be based on the lease rates in effect as of the proposal due date.
- The current lease rates in effect at the time a Commonwealth Agency requests a quote are the lease rates to be applied once the Contract is in place.

## Cost Submittal Summary

### Cost Submittal - RFP #6100051157

Offeror Contact Information	
<b>OFFEROR NAME</b>	<b>CONTACT PERSON</b>
HP Inc.	Jay Pizoli
<b>OFFEROR ADDRESS</b>	<b>EMAIL ADDRESS</b>
1501 Page Mill Road	jay.m.pizoli@hp.com
Palo Alto, California	<b>PHONE NUMBER</b>
94304-1126	717-585-8857
	<b>SAP VENDOR NUMBER (IF AVAILABLE)</b>
	172181
	<b>FEDERAL TAX ID</b>

Cost Evaluation	
<b>Workstation 1</b>	\$ 383,737.70
<b>Workstation 2</b>	\$ 416,618.73
<b>Workstation 3 (Mobile)</b>	\$ 286,225.17
<b>Workstation 4 (Mobile)</b>	\$ 423,025.35
<b>Optional Services (not evaluated)</b>	n/a
<b>Total Cost for Evaluation Purposes for the 2 year Base Contract Term</b>	\$ 1,509,606.95

Product Catalog Discount off of List	
<b>Minimum Discount off of Catalog List Price</b>	5%

Appendix C- Workstation 1 Requirements		Requirements for	Proposed Model and Capability	Purchase Cost	Monthly Lease Cost	Total Lease Cost (48 month term)
		Workstation 1 with Monitor	HP Z2 TWR G4 WKS	\$ 2,036.50	\$ 43.48	\$ 2,087.01
Chassis	Form Factor	Desktop-MiniTower	Desktop Workstation- MiniTower			
	Maximum Size	16X8X18	14.0 x 6.7 x 17.1 in			
Processor	Processor Brand	Intel	Intel			
	Minimum Processor Class	i7 - 9700K	i7-9700K			
	Minimum Base Processor Speed	3.6 GHz	3.6 GHz			
Memory and Storage	Minimum Memory Size	16GB DDR4 2666 MHz	16GB (1x16GB) DDR4 2666 MHz UDIMM NECC Memory			
	Minimum Hard Drive Capacity	512 SSD	512GB 2.5in SATA Solid State Drive			
Input Devices	Keyboard	USB Multimedia	USB Business Slim Wired Keyboard US			
	Mouse	Full sized, laser USB mouse two buttons with scroll wheel	HP Optical Wired Mouse USB			
I/O	Minimum total USB Ports	8 (2 Front Mount)	8 (2 Front Mount)			
	Minimum USB 3.0 Ports	4 (2 Front Mount)	6 (2 Front Mount)			
	Minimum USB 3.1 Type-C	1	HP USB-C 3.1 Port Flex IO			
	RJ-45 Port	1	1 RJ-45			
	Audio In/Out Ports	1/1	1 Audio Line In, 1 Audio Line Out			
	Mic	1	Headphone/Microphone			
	LAN	1 GB NIC	Integrated Intel® I219LM PCIe GbE Controller			
Other	Speakers	Internal	Internal Speaker			
	Operating System	Windows 10 64-bit	Windows 10 64-bit			
	Video/Graphics Card	Nvidia Quadra P4000 (8GB)	NVIDIA Quadro RTX 4000 (8GB)			
	Chipset	Z370	Intel C246 chipset			
	Certification	Please list all Independent Software Vendor (ISV) certifications for proposed machine.	Refer to Attachment 5 or CoPA can look up item at: <a href="https://www8.hp.com/us/en/campaigns/isv-certifications/mcad-isv-certification.html">https://www8.hp.com/us/en/campaigns/isv-certifications/mcad-isv-certification.html</a>			
	Sound Card	Integrated	Integrated Conexant CX20632 5.1 HDA codec			
	EPEAT Silver	Meet or exceed	EPEAT 2019 Gold			
	Energy Star	Meet or exceed	Energy Star			
Warranty	4 Year on-site	4 Year				
Service	On-site service. 12 business-hour fix	12 business hour fix				
Display	Flat Panel Display	External	Z24n G2			
	Minim Size	24 inch	24 inch			
	Minimum Resolution	1920 x 1080	1920 x 1200 @ 60 Hz			
	Tilt Capability	Yes	Yes, -5° to +22° vertical			
	DP Interface	1 minimum	1 DisplayPort Port			
	DVI Interface	1 minimum	1 DVI Port			

Options Workstation 1		Proposed Option	Purchase Cost	Monthly Lease Cost	Total Lease Cost (48mo)
CPU	Intel i9-9900K	Intel Core i9 9900K 3.6GHz 8C <small>CPU this upgrade requires Win 10</small>	\$ 750.00	\$ 16.01	\$ 768.60
Memory	32GB DDR4 2666 MHz	32GB (2x16GB) DDR4 2666 UDIMM	\$ 235.00	\$ 5.02	\$ 240.83
Hard Drive	1TB SSD	1TB 2.5in SATA Solid State Drive	\$ 215.00	\$ 4.59	\$ 220.33
CD/DVD	16x CD/DVD RW	HP HH DVD Writer (16X RW DVD-D)	\$ 23.00	\$ 0.49	\$ 23.57
Network	WIRELESS CARD 802.11 DUAL BAND AC+Blue Tooth 4.0	Intel 9560 ac 2x2 MU-MIMO non-vP	\$ 8.00	\$ 0.17	\$ 8.20
Video Card	Nvidia Quadra P5000 (16GB)	NVIDIA Quadro RTX 5000 16GB (4	\$ 1,800.00	\$ 38.43	\$ 1,844.64
Video Card	Nvidia Quadra P6000 (24GB)	NVIDIA Quadro RTX 6000 24GB (4	\$ 3,800.00	\$ 81.13	\$ 3,894.24
Monitor	27" monitor (1920 x 1080)	HP P27h G4 FHD Monitor	\$ 165.00	\$ 3.51	\$ 168.38
Monitor	32" Monitor (4K)	Z32 4K UHD	\$ 750.00	\$ 15.95	\$ 765.36
Monitor	43" monitor (4K)	Z43 4K UHD	\$ 695.00	\$ 14.78	\$ 709.23
Warranty	5th year of on-site warranty	HP 5 Year Next Business Day Onsit	\$ 30.00	\$ 0.68	\$ 32.80

Appendix C- Workstation 2 Requirements		Requirements for	Proposed Model and Capability	Purchase Cost	Monthly Lease Cost	Total Lease Cost (48 month term)
		Workstation 2 with Monitor	HP Z2 TWR G4 WKS	\$ 2,211.00	\$ 47.20	\$ 2,265.83
Chassis	Form Factor	Desktop-MiniTower	Desktop Workstation- MiniTower			
	Maximum Size	16x8x18	14.0 x 6.7 x 17.1 in			
Processor	Processor Brand	Intel	Intel			
	Minimum Processor Class	Core i7 8700k	Intel Core i7- 8700k 6C 95W			
	Minimum Base Processor Speed	3.7 GHz	3.7 GHz			
Memory and Storage	Minimum Memory Size	32GB DDR4 2666MHz	32GB (2x16GB) DDR4 2666 NECC			
	Minimum Hard Drive Capacity	1TB M.2 PCIe	1TB M.2 2280 PCIe NVMe TLC SSD			
Input Devices	Keyboard	USB Multimedia	USB Business Slim Wired Keyboard US			
	Mouse	Full sized, laser USB mouse two buttons with scroll wheel	HP Optical Wired Mouse USB			
I/O	Minimum total USB Ports	8 (2 Front Mount)	8 (2 Front Mount)			
	Minimum USB 3.0 Ports	4 (2 Front Mount)	6 (2 Front Mount)			
	Minimum USB 3.1 Type-C	1	HP USB-C 3.1 Port Flex IO			
	RJ-45 Port	1	1 RJ-45			
	Audio In/Out Ports	1/1	1 Audio Line In, 1 Audio Line Out			
	Mic	1	Headphone/Microphone			
	LAN	1 GB NIC	Integrated Intel® I219LM PCIe GbE Controller			
Other	Speakers	Internal	Internal Speaker			
	Operating System	Windows 10 64-bit	Windows 10 64-bit			
	Video/Graphics Card	NVIDIA Quadro P4000 (8GB)	NVIDIA Qdr RTX 4000 8GB 3DP+USBCGraphics			
	Chipset	Z370	Intel C246 chipset			
	Certification	Please list all Independent Software Vendor (ISV) certifications for proposed machine.	Refer to Attachment 5 or CoPA can look up item at: <a href="https://www8.hp.com/us/en/campaigns/isv-certifications/mcad-isv-certification.html">https://www8.hp.com/us/en/campaigns/isv-certifications/mcad-isv-certification.html</a>			
	Sound Card	Integrated	Integrated Conexant CX20632 5.1 HDA codec			
	EPEAT Silver	Meet or exceed	EPEAT 2019 Gold			
	Energy Star	Meet or exceed	Energy Star			
Warranty	4 Year on-site	4 Year				
Service	On-site service. 12 business-hour fix	12 business hour fix				
Display	Flat Panel Display	External	Z24n G2			
	Minim Size	24 inch	24 inch			
	Minimum Resolution	1920 x 1080	1920 x 1200 @ 60 Hz			
	Tilt Capability	Yes	Yes, -5° to +22° vertical			
	DP Interface	1 minimum	1 DisplayPort Port			
DVI Interface	1 minimum	1 DVI Port				

Options Workstation 2		Proposed Option	Purchase Cost	Monthly Lease Cost	Total Lease Cost (48mo)
CPU	Core i7 9700k	Intel Core i7 9700k 3.6GHz 8C CPU rec	\$ 580.00	\$ 12.38	\$ 594.38
Memory	64GB DDR4 2666 MHz	64GB (2x32GB) DDR4 2666 UDIMM N	\$ 450.00	\$ 9.61	\$ 461.16
Memory	128GB DDR4 2666 MHz	128GB (4x32GB) DDR4 2666 UDIMM N	\$ 925.00	\$ 19.75	\$ 947.94
Hard Drive	2TB M.2 PCIe	HP Z Turbo Drive M.2 2TB TLC SSD	\$ 470.00	\$ 10.03	\$ 481.66
CD/DVD	16x CD/DVD RW	HP HH DVD Writer (16X RW DVD-R)	\$ 23.00	\$ 0.49	\$ 23.57
Network	WIRELESS CARD 802.11 DUAL BAND AC+Blue Tooth 4.0	Intel 9560 ac 2x2 MU-MIMO non-vPro 160MHz +Bluetooth 5 WW	\$ 8.00	\$ 0.17	\$ 8.20
Video Card	Nvidia Quadro P5000 (16GB)	NVIDIA Quadro RTX 5000 16GB (4) DP	\$ 1,800.00	\$ 38.43	\$ 1,844.64
Video Card	Nvidia Quadro P6000 (24GB)	NVIDIA Quadro RTX 6000 24GB (4)DP	\$ 3,965.00	\$ 84.65	\$ 4,063.33
Monitor	27" monitor (1920 x 1080)	HP P27h G4 FHD Monitor	\$ 165.00	\$ 3.51	\$ 168.38
Monitor	32" Monitor (4K)	Z32 4K UHD	\$ 750.00	\$ 15.95	\$ 765.36
Monitor	43" monitor (4K)	Z43 4K UHD	\$ 695.00	\$ 14.78	\$ 709.23
Warranty	5th year of on-site warranty	HP 5 Year Next Business Day Onsite H	\$ 30.00	\$ 0.68	\$ 32.80



Appendix C- Workstation 3 Requirements		Requirements for	Proposed Model and Capability	Purchase Cost	Monthly Lease Cost	Total Lease Cost (48 month term)
		Workstation 3 (Mobile) with Monitor	ZBook 15 G6	\$ 1,519.00	\$ 32.43	\$ 1,556.67
Chassis	Form Factor	15" Mobile Workstation	15.6" Mobile Workstation			
	Maximum Size	15.5 x 11 x 1.5	14.8 x 10.4 x 1 in			
Processor	Processor Brand	Intel	Intel			
	Minimum Processor Class	Core i5-8400H	Core i5-9400H			
	Minimum Base Processor Speed	2.5 GHz	2.5 GHz			
Memory and Storage	Minimum Memory Size	16GB DDR4 2666 MHz	16GB (2x8GB) DDR4 2666			
	Minimum Hard Drive Capacity	512 GB M.2 PCIe NVMe	512GB PCIe NVMe TLC SSD			
Input Devices	Keyboard	Backlit	Dual Point Backlit			
	Trackpad/Pointer	Built in	Dual pointstick Clickpad with multi-touch			
I/O	Minimum USB 3.0 Ports	3	3 USB 3.1 Gen 1 Ports (1 charging)			
	Minimum Thunderbolt Ports	Minimum 1	2 USB Type-C™ with Thunderbolt			
	HDMI Port	1	1 HDMI			
	RJ-45 Port	1	1 RJ-45			
	Audio In/Out Ports	1/1 or combo	Audio combo jack			
	Mic	1	Dual array digital microphone			
	Wireless	WIRELESS CARD 802.11 DUAL BAND AC+ Bluetooth 4.0	Intel Wi-Fi 6 AX200 ax 2x2 LTE Coexistence MU-MIMO 160MHz +Bluetooth 5 WW with 2 Antennas			
	LAN	1 GB NIC	Integrated Intel® I219-LM GbE			
Speakers	Internal	dual stereo speakers				
Other	Operating System	Windows 10 64-bit	Windows 10 Pro 64			
	Video/Graphics Card	Nvidia Quadro P1000 4GB	NVIDIA® Quadro® T1000 with 4 GB dedicated GDDR5 video memory			
	Certification	Please list all Independent Software Vendor (ISV) certifications for proposed machine.	Refer to Attachment 5 or CoPA can look up item at: <a href="https://www8.hp.com/us/en/campaigns/isv-certifi">https://www8.hp.com/us/en/campaigns/isv-certifi</a>			
	Sound Card	Integrated	Audio by Bang & Olufsen, dual stereo speakers			
	EPEAT Silver	Meet or exceed	EPEAT 2019 Gold			
	Energy Star	Meet or exceed	Energy Star			
	Webcam	720p (Windows Hello Supported)	Integrated FHD 1080p IR TripleMic Webcam			
	Warranty	4 Year on-site	4 Year			
Display	Service	On-site service. 12 business-hour fix	12 business hour fix			
	Flat Panel Display	Internal	Anti-Glare LED UWVA 250			
	Minim Size	15.6 inch	15.6 inch			
	Minimum Resolution	1920 x 1080	FHD (1920x1080)			
Options Mobile Workstation 3			Proposed Option	Purchase Cost	Monthly Lease Cost	Total Lease Cost (48mo)
CPU	Core i7 8600K	HP IDS DSC T1000 4GB i7-98	\$ 1,010.50	\$ 21.57	\$ 1,035.56	
Memory	32GB DDR4 2666 MHz	32GB (2x16GB) DDR4 2666	\$ 200.00	\$ 4.27	\$ 204.96	
Hard Drive	1TB M.2 PCIe NVMe	1TB PCIe NVMe Three Layer C	\$ 200.00	\$ 4.27	\$ 204.96	
Network	LTE WWAN Card - non-carrier specific	Intel XMM 7360 LTE-Advanced	\$ 90.50	\$ 1.93	\$ 92.74	
Video Card	Nvidia Quadro P3200 (6GB)	HP RCTO DSC RTX 3000 6GB	\$ 1,350.50	\$ 28.83	\$ 1,383.99	
Monitor	27" monitor (1920 x 1080)	HP P27h G4 FHD Monitor	\$ 165.00	\$ 3.51	\$ 168.38	
Monitor	32" Monitor (4K)	Z32 4K UHD	\$ 750.00	\$ 15.95	\$ 765.36	
Monitor	43" monitor (4K)	Z43 4K UHD	\$ 695.00	\$ 14.78	\$ 709.23	
Docking Station	Docking Station - Thunderbolt 3 Capable	HP Thunderbolt Dock 230W G	\$ 205.00	\$ 4.38	\$ 210.08	
Warranty	5th year of on-site warranty	HP 5 Year Next Business Day	\$ 371.00	\$ 8.45	\$ 405.67	

Appendix C- Workstation 4 Requirements		Requirements for	Proposed Model and Capability	Purchase Cost	Monthly Lease Cost	Total Lease Cost (48 month term)
		Workstation 4 (Mobile) with Monitor	Zbook 17 G6	\$ 2,245.00	\$ 47.93	\$ 2,300.68
Chassis	Form Factor	17" Mobile Workstation	17.3" Mobile Workstation			
	Maximum Size	17 x 12 x 2	16.4 x 11.3 x 1.3 in			
Processor	Processor Brand	Intel	Intel			
	Minimum Processor Class	Core i7-8850H	Core i7-9850H			
	Minimum Base Processor Speed	2.6 GHz	2.6 GHz			
Memory and Storage	Minimum Memory Size	32GB DDR4 2666MHz	32GB (2x16GB) DDR4 2666			
	Minimum Hard Drive Capacity	1TB M.2 PCIe NVMe	1TB PCIe NVMe TLC SSD			
Input Devices	Keyboard	Backlit	Dual Point Backlit			
	Trackpad/Touchpad	Built in	Dual pointstick Clickpad with multi-touch			
I/O	Minimum USB 3.0 Ports	3	3 USB 3.1 Gen 1 Ports (1 charging)			
	Minimum Thunderbolt Ports	2	2 USB Type-C™ with Thunderbolt			
	HDMI Port	1	1 HDMI port			
	RJ-45 Port	1	1 RJ-45			
	Audio In/Out Ports	1/1 or combo	Audio combo jack			
	Mic	1	Dual array digital microphone			
	Wireless	WIRELESS CARD 802.11 DUAL BAND AC+ Bluetooth 4.0	LTE Coexistence MU-MIMO 160MHz +Bluetooth 5 WW			
	LAN	1 GB NIC	Integrated Intel® I219LM PCIe GbE Controller			
	Speakers	Internal	dual stereo speakers			
Other	Operating System	Windows 10 64-bit	Windows 10 Pro 64			
	Video/Graphics Card	Nvidia Quadro P3200 6GB	NVIDIA Quadro RTX 3000 6GB Graphics			
	Certification	Please list all Independent Software Vendor (ISV) certifications for proposed machine.	Refer to Attachment 5 or CoPA can look up item at: <a href="https://www8.hp.com/us/en/campaigns/isv-certifications/m">https://www8.hp.com/us/en/campaigns/isv-certifications/m</a>			
	Sound Card	Integrated	Audio by Bang & Olufsen, dual stereo speakers			
	EPEAT Silver	Meet or exceed	EPEAT 2019 Gold			
	Energy Star	Meet or exceed	Energy Star			
	Webcam	720p (Windows Hello Supported)	Integrated FHD 1080p IR TripleMic Webcam			
	Warranty	4 Year on-site	4 Year			
Display	Service	On-site service. 12 business-hour fix	12 business hour fix			
	Flat Panel Display	Internal	Anti-Glare LED UWVA 300			
	Minim Size	17.3 inch	17.3 inch			
	Minimum Resolution	1920 x 1080	FHD (1920x1080)			

Options Mobile Workstation 4		Proposed Option	Purchase Cost	Monthly Lease Cost	Total Lease Cost (48mo)
CPU	Core i9 8950HK (4.8GHz)	HP IDS i9-9880H 17 G6 Base	\$ 1,285.50	\$ 27.45	\$ 1,317.60
Memory	64GB DDR4 2666 MHz	64GB (2x32GB) DDR4 2666	\$ 425.00	\$ 9.07	\$ 435.36
Hard Drive	2TB M.2 PCIe NVMe	2TB PCIe NVMe Three Layer C	\$ 400.00	\$ 8.54	\$ 409.92
Network	LTE WWAN Card - non-carrier specific	Intel XMM 7360 LTE-Advanced	\$ 80.50	\$ 1.71	\$ 82.08
Laptop Display	UHD Display Panel	17.3 inch UHD (3840x2160) Ar	\$ 450.50	\$ 9.61	\$ 461.28
Video Card	Nvidia Quadro P4200 (8GB)	NVIDIA Quadro RTX 4000 8GB	\$ 930.00	\$ 19.86	\$ 953.28
Video Card	Nvidia Quadro P5200 (16GB)	NVIDIA Quadro RTX 5000 16G	\$ 1,770.00	\$ 37.79	\$ 1,813.90
Monitor	27" monitor (1920 x 1080)	HP P27h G4 FHD Monitor	\$ 165.00	\$ 3.51	\$ 168.38
Monitor	32" Monitor (4K)	Z32 4K UHD	\$ 750.00	\$ 15.95	\$ 765.36
Monitor	43" monitor (4K)	Z43 4K UHD	\$ 695.00	\$ 14.78	\$ 709.23
Docking Station	Docking Station - Thunderbolt 3 Capable	HP Thunderbolt Dock 230W G	\$ 205.00	\$ 4.38	\$ 210.08
Warranty	5th year of on-site warranty	HP 5 year Next Business Day	\$ 371.00	\$ 8.45	\$ 405.67

<b>Optional Services</b>			
	<b>Purchase Cost</b>	<b>Monthly Lease Cost</b>	<b>Total Lease Cost (48mo)</b>
Installation	\$ 86.90	\$ 1.98	\$ 95.04
Image Deployment	\$ 15.00	\$ 0.34	\$ 16.32
Image Development	\$ 1.00	\$ 0.02	\$ 0.96
Asset Tagging	\$ 5.00	\$ 0.11	\$ 5.28
Bundle - Install, Image Deploy, Tag	\$ 109.00	\$ 2.48	\$ 119.04
10 GB Data Transfer	\$ 44.00	\$ 1.00	\$ 48.00
On-premise Disk Wipe	\$ 37.40	\$ 0.85	\$ 40.80
Off-premise Disk Wipe	\$ 20.90	\$ 0.48	\$ 23.04
Preparation for shipment	\$ 19.80	\$ 0.45	\$ 21.60
Relocation in same building	\$ 66.00	\$ 1.50	\$ 72.00
Relocation within 25 miles	\$ 66.00	\$ 1.50	\$ 72.00
Relocation outside of 25 miles	\$ 73.70	\$ 1.68	\$ 80.64
Transport to DGS Warehouse	\$ 38.80	\$ 0.88	\$ 42.24
<b>Note: Service costs will not be scored as a part of the cost evaluation.</b>			

<b>Optional Products</b>	
Minimum Catalog Discount off of List Price	5%
<b>Note: Discount off of Optional Products will not be scored as a part of the cost evaluation.</b>	

# **Exhibit D**

## **BAFO Small Diverse Business Participation Submittal**

### **Small Diverse Business Submittal** **Packet**

**Small Diverse Business (SDB) Participation Summary Sheet**

**Solicitation/Project #:** 6100051157

**Issuing Agency:** Department of General Services

**Name of Procurement/Project:** CADD Workstation Computing Devices and Monitors

**SDB Participation Goal (for MBE, WBE, LGBTBE, DOBE, and SDVBE):** 11%

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**Attachments:**

- SDB-1 Instructions for completing SDB Participation Submittal and SDB Utilization Schedule
- SDB-2 SDB Participation Submittal
- SDB-3 SDB Utilization Schedule
- SDB-3.1 SDB Letter of Commitment
- SDB-4 Guidance for Documenting Good Faith Efforts to meet the SDB Participation goal
- SDB-5 Good Faith Efforts Documentation to Support Waiver Request of SDB Participation Goal

**SDB-1**  
**INSTRUCTIONS FOR COMPLETING THE SMALL DIVERSE BUSINESS (SDB)**  
**PARTICIPATION SUBMITTAL AND SDB UTILIZATION SCHEDULE.**

*PLEASE READ BEFORE COMPLETING THESE DOCUMENTS*

The following instructions include details for completing the SDB Participation Submittal (SDB-2) which Bidders or Offerors must submit in order to be considered responsive.

This form also includes instructions for completing the SDB Utilization Schedule (SDB-3), which Bidders or Offerors must submit for any portion of the SDB participation goal the Bidder or Offeror commits to meeting.

Bidder/Offeror shall agree to achieve the SDB participation goal set forth in the **SDB Participation Summary Sheet** or request a waiver from meeting the entire or a portion of the goal.

**A Bidder/Offeror's failure to meet the SDB participation goal in full or receive an approved Good Faith Efforts waiver for any unmet portion of the SDB participation goal will result in the rejection of the Bid or Proposal as nonresponsive.**

I. **SDB Participation Goal:** The SDB participation goal is set forth in the **SDB Participation Summary Sheet**. The Bidder/Offeror is encouraged to use a diverse group of subcontractors and suppliers from the SDB classifications to meet the SDB participation goal.

II. **SDB Eligibility:**

1. **Finding SDB firms:** The directory of **DGS-verified** SDB firms can be accessed from the DGS Supplier Search directory at: <http://www.dgs.internet.state.pa.us/suppliersearch>.
2. **Only SDBs verified by DGS** and as defined herein may be counted for purposes of achieving the SDB participation goal. In order to be counted for purposes of achieving the SDB participation goal, the SDB firm, including an SDB prime, **must be DGS-verified for the services, materials or supplies that it is committed to perform on the SDB Utilization Schedule (SDB-3).** A firm whose SDB verification is pending or incomplete as of the bid or proposal due date and time shall not be counted. Self-certified SBs that do not have their SDB verification as of the bid or proposal due date and time cannot be used to meet the SDB participation goal.
3. **SDB Requirements:** To be considered an SDB, a firm must be a **DGS-verified** small minority business enterprise (MBE), woman business enterprise (WBE), LGBT business enterprise (LGBTBE), Disability-owned business enterprise (DOBE), or Service-Disabled Veteran-Owned Small Business Enterprise (SDVBE).

Additional information on the DGS verification process can be found at:

<https://www.dgs.pa.gov/Small%20Diverse%20Business%20Program/Pages/default.aspx>

4. Dually verified firms. If a DGS-verified SDB is dually verified as a VBE, the firm may receive credit towards both the SDB participation goal and the VBE participation goal as set forth on the SDB and VBE Participation Summary Sheet.

*Example: The SDB participation goal is separate and independent from the VBE participation goal. Therefore, an SDB firm also verified as a VBE may be used towards fulfilling both the SDB participation goal and the VBE participation goal. However, an SDB firm verified as both a WBE and MBE may not be double counted toward satisfying the SDB participation goal.*

5. Participation by SDB firms as prime bidders/offerors or subcontractors. A Bidder/Offeror that qualifies as an SDB and submits a bid or proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Bidders/Offerors. An SDB may be included as a subcontractor with as many prime contractors as it chooses in separate bids or proposals.
6. Questions about SDB verification. Questions regarding the SDB program, including questions about the self-certification and verification processes can be directed to:

Department of General Services  
Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO)  
Room 611, North Office Building  
Harrisburg, PA 17125  
Phone: (717) 783-3119  
Fax: (717) 787-7052  
Email: [RA-BDISBOVerification@pa.gov](mailto:RA-BDISBOVerification@pa.gov)  
Website: [www.dgs.pa.gov](http://www.dgs.pa.gov)

### III. **Guidelines Regarding SDB Prime Self-Performance.**

1. An SDB firm participating as a prime bidder or offeror on a procurement may receive credit towards the SDB Participation goal established for the procurement through their own self-performance.

*Example: A solicitation has a 15% SDB participation goal. An SDB prime offeror self-performing only 10% of the work on the contract (if permitted by the solicitation documents) must still satisfy the remaining 5% SDB participation goal through subcontracting or must request a Good Faith Efforts Waiver for the unmet SDB participation goal.*

2. For an SDB prime bidder or offeror to receive credit for self-performance, the SDB prime bidder or offeror must list itself in the **SDB Utilization Schedule (SDB-3)**.
3. The SDB prime bidder or offeror must also include the classification category (MBE, WBE, LGBTBE, DOBE, and/or SDVBE) under which it is self-performing and include

information regarding the work it will self-perform. For any portion of the SDB participation goal not met through the SDB prime bidder or offeror's self-performance, the SDB bidder or offeror must also identify on the **SDB Utilization Schedule (SDB-3)** the other SDB subcontractors, manufacturers, or suppliers it will use to meet the unmet portion of the goal or must request a Good Faith Efforts waiver.

#### IV. Calculating SDB participation

1. SDB subcontractors. An SDB subcontractor, through its own employees, shall perform at least 50% of the amount of the subcontract. 100% of the total subcontract amount shall be counted towards the SDB participation goal, unless the SDB subcontractor is performing one of the functions listed in paragraphs 2-4 below.
2. SDB manufacturers. An SDB manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles or equipment required under the contract and of the general character described by the specifications. 100% of the total cost of the materials or supplies purchased from the SDB manufacturer shall be counted towards the SDB participation goal.
3. SDB stocking suppliers. An SDB stocking supplier is a firm that owns, operates or maintains a store, warehouse or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business. 60% of the total cost of the materials or supplies purchased from the SDB stocking supplier shall be counted towards the SDB participation goal.

*Example for illustrative purposes of applying the 60% rule:*

*Overall contract value: \$2,000,000*

*Total value of supplies: \$100,000*

***Apply 60% Rule: \$100,000 x 60% = \$60,000***

***Divide 60% Rule result by contract value: \$60,000/\$2,000,000 = 3%***

*In this example, 3% would be counted towards the SDB participation goal for the SDB supplier.*

4. SDB nonstocking suppliers. An SDB nonstocking supplier does not carry inventory but orders materials from a manufacturer, manufacturer's representative or a stocking supplier. For a nonstocking supplier to receive credit, the nonstocking supplier shall perform a useful business function by engaging in meaningful work (that is, negotiating price; determining quality and quantity; ordering materials; and paying for the materials). Industry practices and other relevant factors will be considered. Only the amount of the fee or commission charged by the SDB nonstocking supplier for assistance in the procurement of the materials and supplies shall be counted towards the SDB participation goal. The fees or commissions must also be reasonable and not excessive as compared with fees customarily allowed for similar services.



## V. Additional Required Documentation.

1. The Bidder or Offeror must submit along with its **SDB Participation Submittal (SDB-2)** a **letter of commitment (LOC) (SDB-3.1)** for each subcontractor included in its **SDB Utilization Schedule (SDB-3)**. At a minimum, each **LOC** must contain the following unless otherwise specified by the solicitation documents:
  - a. The fixed numerical percentage commitment and associated estimated dollar value of the commitment made to the SDB; and
  - b. A description of the services or supplies the SDB will provide; and
  - c. The timeframe during the initial contract term and any extensions, options and renewals when the SDB will perform or provide the services and/or supplies; and
  - d. The name and telephone number of the Bidder or Offeror's point of contact for SDB participation; and
  - e. The name, address, and telephone number of the primary contact person for the SDB; and
  - f. Signatures of representatives of both the Bidder/Offeror and the SDB subcontractor authorized to contractually bind their firm.

## VI. Document Submittal Errors.

1. **Fatal errors.** The following errors will result in rejection of a bid or proposal as non-responsive:
  - a. Failure to submit a completed **SDB Participation Submittal (SDB-2)**;
  - b. Failure to submit an **SDB Utilization Schedule (SDB-3)**, unless the bidder or offer is seeking a complete Good Faith Efforts waiver;
  - c. Failure to list **DGS-verified** SDBs that will be used to meet the SDB participation goal;
  - d. Failure to submit a **Good Faith Efforts Waiver Request** when not meeting, in full, the SDB participation goal.

*Example: A bidder/offeror lists a subcontractor that possesses a third-party certificate issued by one of the DGS-approved third party certifying entities; however, the subcontractor did not complete its DGS SDB verification as of the bid or proposal due date and time. The bidder/offeror does not receive credit for any commitments made to the subcontractor and has therefore not met the SDB*

*participation goal. The bidder/offeror cannot cure this error. Therefore, the bid or proposal must be rejected as non-responsive.*

2. **Potentially curable errors.** The Issuing Office and BDISBO will provide Bidders or Offerors 72 hours to provide clarifications or to correct errors not listed as fatal errors above. In the event that the additionally submitted information does not adequately address the error, the bid or proposal is subject to rejection. **Bidders or Offerors are not permitted to add additional SDBs or make material changes during clarifications and corrections in order to meet the SDB Participation Goal.**
  
3. **Solicitations with Multiple Lots or Base Bids.** If the Bid or Proposal contains separate Lots or multiple Base Bids, an Offeror must complete and submit a separate **SDB Participation Submittal (SDB-2)** and accompanying required documentation for EACH Lot or Base Bid for which it is submitting a bid or proposal. Each separate **SDB Participation Submittal** and accompanying required documentation must be labeled to identify the corresponding Lot or Base Bid. Failure to submit an **SDB Participation Submittal** and accompanying required documentation for each Lot or Base Bid will result in the rejection of the bid or proposal for each Lot or Base Bid for which an **SDB Participation Submittal** was not submitted.

**SDB-2**  
**SDB PARTICIPATION SUBMITTAL**

CHECK ONE, AND ONLY ONE, BOX. FAILURE TO SUBMIT A COMPLETED SDB PARTICIPATION SUBMITTAL WILL RESULT IN REJECTION OF YOUR BID/PROPOSAL.

**I agree to meet the SDB participation goal in full.**

I have completed and am submitting with my bid or proposal an **SDB Utilization Schedule (SDB-3)**, which is required in order to be considered for award.

**I am requesting a partial waiver of the SDB participation goal.**

After making good faith outreach efforts as more fully described in the **Guidance for Documenting Good Faith Efforts to Meet the SDB Participation Goal**, I am unable to achieve the total SDB participation goal for this solicitation and am requesting a partial waiver of the SDB participation goal.

I have completed and am submitting with my bid or proposal both of the following, which are required in order to be considered for award:

1. an **SDB Utilization Schedule (SDB-3)** for that portion of the SDB participation goal for which I intend to meet; AND
2. a **Good Faith Efforts Waiver Request** for any portion of the SDB participation goals that I do not intend to meet.

**I am requesting a full waiver of the SDB participation goal**

After making good faith outreach efforts as more fully described in the **Guidance for Documenting Good Faith Efforts to Meet the SDB Participation Goal**, I am unable to achieve any part of the SDB participation goal for this solicitation and am requesting a full waiver of the SDB participation goal.

I have completed and am submitting with my bid or proposal a **Good Faith Efforts Waiver Request** for the complete SDB participation goal, which is required in order to be considered for award.

NOTE: SDB primes who are submitting as bidders or offerors must complete an **SDB Utilization Schedule (SDB-3)** identifying any self-performance towards the SDB participation goal.

**SDB-3**  
**SDB UTILIZATION SCHEDULE**

List in the chart below SDBs (including where applicable a prime bidder or offeror is self-performing a portion of the work) that will be used to meet the SDB participation goal (add additional pages if necessary). Submit a **Letter of Commitment (SDB-3.1)** for each SDB subcontractor, supplier, or manufacturer.

SDB Name SAP Vendor Number (6-digit number provided by SDB) SDB Verification Number (located on DGS SDB verification)	Type of SDB (check all that apply)	Description of Work to be Performed (Statement of Work/Specification reference)	% Commitment (or % of work to be self-performed by SDB bidder/offeror)	Associated Dollar Value of Commitment
Name: <u>ABC IT Solutions</u> SAP Vendor Number: <u>123456</u> SDB Verification Number: <u>123456-2016-09-SB-M</u>	MBE	IT staffing resources	%	\$
Name: <b>Adept Consulting Service, Inc. (ADEPT)</b> SAP Vendor Number: <b>133383</b> SDB Verification Number: <b>133383-2019-08-SB-M</b>	<input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGBTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE	General Project Management, Project staffing and technology deployment services	11%	\$166,056.76
Name: SAP Vendor Number: SDB Verification Number:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGBTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE			
Name: SAP Vendor Number: SDB Verification Number:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGBTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE			
Name: SAP Vendor Number: SDB Verification Number:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGBTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE			
			Total % SDB commitment: <u>11%</u>	Total \$ amount: <u>\$166,056.76</u>

**SDB-3.1  
LETTER OF COMMITMENT**

This Letter of Commitment serves as confirmation of the commitment by the prime as the Bidder/Offeror to utilize the Small Diverse Business (SDB) on the below-referenced Solicitation/Project.

Solicitation Number: 6100051157  
Solicitation Name: CADD Workstation Computing Devices and Monitors

	Bidder/Offeror Information	SDB Information
Name	HP Inc.	Adept Consulting Service, Inc.
Address	1501 Page Mill Road Palo Alto, CA 94304	410 West Main Street, Suite 201 Lansdale, PA 19446
Point of Contact	Jay Pizoli	Mark Kirsch
Telephone number	(717) 585-8857	(717) 991-1135
Email address	Jay.m.pizoli@hp.com	mkirsch@Hbg.AdeptUSA.com

Services/Supplies and Time Frame. If Bidder/Offeror is the successful vendor, the SDB shall perform or provide the following services or supplies during the initial term of the prime contract and during any extensions, options or renewal periods of the prime contract exercised by the Commonwealth, as more specifically set forth below:

Services or supplies the SDB will provide: General project management, project staffing and technology deployment services

Specific Time Frame the SDB will provide the services or supplies: daily activity

Percentage Commitment. These services or supplies represent 11 % of the total cost of the Bidder/Offeror's cost submittal for the initial term of the contract. Depending on actual contract usage or volume, it is expected the SDB will receive \$166,056.76 during the initial contract term.

SDB verified. The SDB represents that it meets the SDB requirements set forth in the Solicitation and all required documentation has been provided to the Bidder/Offeror for its SDB submission.

Sincerely,

Acknowledged

Nicole Hadley

Mark W. Kirsch

Printed name

Printed name

 10/13/2020



Signature  
Bidder/Offeror Point of Contact Name

Signature  
SDB Point of Contact Name

## SDB-4

# GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE SMALL DIVERSE BUSINESS (SDB) PARTICIPATION GOAL

In order to show that the Bidder/Offeror has made Good Faith Efforts to meet the SDB participation goal on a solicitation, the Offeror must either (1) meet the SDB participation goal and document its commitments for participation of SDB firms, or (2) when it does not meet the SDB participation goal, submit a Good Faith Efforts waiver request as set forth in Section IV below and the Good Faith Efforts Documentation to Support Waiver Request (SDB-5) of the SDB Participation Goal.

## I. Definitions

**SDB participation goal** – “SDB participation goal” refers to the SDB participation goal set for a procurement for MBE, WBE, LGBTBE, DOBE, and SDVBE utilization.

**Good Faith Efforts** - The “Good Faith Efforts” requirement means that when requesting a waiver, the Offeror must demonstrate that it took all necessary and reasonable steps to achieve the SDB participation goal. Those steps are considered necessary and reasonable when their scope, intensity, and relevance could reasonably be expected to obtain sufficient SDB participation, even if those steps were not fully successful. The Issuing Agency and Department of General Services’ Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO) will determine whether or not the Offeror that requests a Good Faith Efforts waiver made adequate Good Faith Efforts by considering the quality, quantity, and intensity of the Offeror’s efforts. Mere *pro forma* efforts are not Good Faith Efforts to meet the SDB participation requirements. The determination concerning the sufficiency of the Offeror's Good Faith Efforts is subjective; meeting quantitative formulas is not required.

**Identified Items of Work** – all of the items of work the Offeror identified as possible items of work for performance by SDBs and should include all reasonably identifiable work opportunities.

**Identified SDBs**– all of the SDBs the Offeror identified as available to perform the Identified Items of Work and should include all DGS-verified SDBs that are reasonably identifiable.

**Offeror** – for purposes of this **Good Faith Efforts Documentation to Support Waiver Request**, the term “Offeror” includes any entity responding to a solicitation, including invitations for bids, requests for proposals, and other types of best value solicitations.

**SDB** – “SDB” refers to Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Disability-Owned Business Enterprises (DOBE), LGBT-Owned Business Enterprises (LGBTBE), and Service-Disabled Veteran-Owned Small Business Enterprise (SDVBE) verified by BDISBO.

## II. Types of Actions Agency and BDISBO will Consider

The following is a list of types of actions the procuring agency and BDISBO will consider as part of the Offeror's Good Faith Efforts when the Offeror fails to meet, in full, the SDB participation goal. This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

### A. Identify Proposal Items as Work for SDBs

#### 1. Identified Items of Work

**SDB-4**  
**GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE SMALL DIVERSE BUSINESS (SDB) PARTICIPATION GOAL**

- (a) Offerors should reasonably identify sufficient items of work to be performed by SDBs.
- (b) Where appropriate, Offerors should break out contract work items into economically feasible units to facilitate SDB participation, rather than perform these work items with their own forces. **The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the Offeror of the responsibility to make Good Faith Efforts to meet the SDB participation goal.**

**B. Identify SDBs to Solicit**

1. Identified SDBs

- (a) Offerors should reasonably identify the SDBs that are available to perform the Identified Items of Work.
- (b) Any SDBs identified as available by the Offeror should be certified to perform the Identified Items of Work.

**C. Solicit SDBs**

- 1. Solicit all Identified SDBs for all Identified Items of Work by providing written notice. The Offeror should:
  - (a) provide the written solicitation to the Identified SDBs at least 10 days prior to Bid or Proposal due date to allow sufficient time for the Identified SDB to respond;
  - (b) send the written solicitation by first-class mail, facsimile, or e-mail using contact information in the BDISBO Directory, unless the Offeror has a valid basis for using different contact information; and
  - (c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the Identified SDB, and other requirements of the contract to assist Identified SDBs in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)
- 2. “All” Identified SDBs includes any SDB Firms the Offeror identifies as potentially available to perform the Identified Items of Work, but it does not include Identified SDBs who are no longer certified to perform the work as of the date the Offeror provides written solicitations.
- 3. “Electronic Means” includes, for example, information provided *via* a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested SDB cannot access the information provided by electronic means, the Offeror must make the information available in a manner that is accessible to the interested SDB.
- 4. Follow up on initial written solicitations by contacting Identified SDBs to determine their interest in bidding. The follow up contact may be made:

## **SDB-4**

### **GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE SMALL DIVERSE BUSINESS (SDB) PARTICIPATION GOAL**

- (a) by telephone using the contact information in BDISBO's Directory, unless the Offeror has a valid basis for using different contact information; or
  - (b) in writing *via* a method that differs from the method used for the initial written solicitation.
5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of Identified SDBs certified to perform the work of the contract. Examples of other means include:
- (a) attending any Supplier Forums, or Pre-Proposal or Pre-Bid conferences at which SDBs could be informed of contracting and subcontracting opportunities; and
  - (b) if recommended by the procurement, advertising with or effectively using the services of at least two diversity-focused entities or media, including trade associations, minority/women/disability/LGBT community organizations, minority/women/disability/LGBT contractors' groups, and local, state, and federal minority/women/disability/LGBT business assistance offices.

#### **D. Negotiate with Interested SDBs**

Offerors must negotiate in good faith with interested SDBs.

1. Evidence of negotiation includes, without limitation, the following:
  - (a) the names, addresses, and telephone numbers of SDBs that were considered;
  - (b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and
  - (c) evidence as to why additional agreements could not be reached for SDBs to perform the work.
2. In negotiating with subcontractors, the Offeror should consider a firm's price and capabilities as well as the SDB participation goal.
3. Additional costs incurred in finding and using SDBs are not sufficient justification for the Offeror's failure to meet the SDB participation goal, as long as such costs are reasonable. Factors to take into consideration when determining whether an SDB's quote is excessive or unreasonable include, without limitation, the following:
  - (a) dollar difference between the SDB subcontractor's quote and the average of other subcontractors' quotes received by the Offeror;
  - (b) percentage difference between the SDB subcontractor's quote and the average of other subcontractors' quotes received by the Offeror;
  - (c) percentage that the SDB subcontractor's quote represents of the overall contract amount;



## **SDB-4**

### **GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE SMALL DIVERSE BUSINESS (SDB) PARTICIPATION GOAL**

- (d) whether the work described in the SDB and Non-SDB subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and
  - (e) number of quotes received by the Offeror for that portion of the work.
4. The factors in paragraph 3 above are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.
  5. The Offeror may not use its price for self-performing work as a basis for rejecting an SDB's quote as excessive or unreasonable.
  6. The "average of the other subcontractors' quotes received" by the Offeror refers to the average of the quotes received from all subcontractors. Offeror should attempt to receive quotes from at least three subcontractors, including one quote from an SDB and one quote from a non-SDB.
  7. The Offeror shall not reject an SDB as unqualified without sound justification based on a thorough investigation of the firm's capabilities. For each SDB that is rejected as unqualified or that placed a subcontract quotation or offer that the Offeror concludes is not acceptable, the Offeror must provide a written detailed statement outlining the justification for this conclusion. The Offeror also must document the steps taken to verify the capabilities of the SDB and non-SDB Firms quoting similar work.
    - (a) The factors to take into consideration when assessing the capabilities of an SDB include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.
    - (b) The SDB's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of Proposals in the efforts to meet the SDB participation goal.

#### **E. Assisting Interested SDBs**

When appropriate under the circumstances, the procuring agency and BDISBO will consider whether the Offeror made reasonable efforts to assist interested SDBs in obtaining:

1. The bonding, lines of credit, or insurance required by the procuring agency or the Offeror; and
2. Necessary equipment, supplies, materials, or related assistance or services.

### **III. Other Considerations**

In making a determination of Good Faith Efforts, the procuring agency and BDISBO may consider engineering estimates, catalogue prices, general market availability and availability of certified SDBs in the area in which the work is to be performed, other Proposals or offers and subcontract Proposals or

**SDB-4**  
**GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE SMALL DIVERSE BUSINESS (SDB) PARTICIPATION GOAL**

offers substantiating significant variances between SDB and non-SDB costs of participation, and their impact on the overall cost of the contract to the Commonwealth and any other relevant factors.

The procuring agency and BDISBO may consider whether the Offeror decided to self-perform subcontract work with its own forces. The procuring agency and BDISBO also may consider the performance of other Offerors in meeting the SDB participation goal. For example, when the apparent successful Offeror fails to meet the SDB participation goal, but others meet it, this raises the question of whether, with additional reasonable efforts, the apparent successful Offeror could have met the SDB participation goal. If the apparent successful Offeror fails to meet the SDB participation goal but meets or exceeds the average SDB participation obtained by other Offerors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful Offeror having made Good Faith Efforts.

**IV. Documenting Good Faith Efforts**

At a minimum, the Offeror seeking a Good Faith Efforts waiver of the SDB participation goal or a portion thereof must provide written documentation of its Good Faith Efforts along with its bid or proposal. The written documentation shall include the following:

**A. Items of Work (complete SDB-5, Part 1 – Identified Items of Work Offeror Made Available to SDBs)**

A detailed statement of the efforts made to select portions of the work proposed to be performed by SDBs in order to increase the likelihood of achieving the SDB participation goal.

**B. Outreach/Solicitation/Negotiation**

1. A detailed statement of the efforts made to contact and negotiate with SDBs including:
  - (a) the names, addresses, and telephone numbers of the SDBs who were contacted, with the dates and manner of contacts (letter, fax, e-mail, telephone, etc.) (**complete SDB-5, Part 2 – Identified SDB Firms and Records of Solicitations. Include letters, fax cover sheets, e-mails, etc. documenting solicitations**); and
  - (b) a description of the information provided to SDBs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.
2. The record of the Offeror's compliance with the outreach efforts set forth in **SDB-5, Part 3 - Outreach Efforts Compliance Statement**.

**C. Rejected SDBs (complete SDB-5, Part 4 - Additional Information Regarding Rejected SDB Quotes)**

1. For each SDB that the Offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the Offeror's conclusion, including the steps taken to verify the capabilities of the SDB and non-SDB firms quoting similar work.
2. For each SDB that the Offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the Offeror's conclusion, including the quotes received

**SDB-4**  
**GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE SMALL  
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from all SDB and non-SDB firms proposing on the same or comparable work. **(Include copies of all quotes received.)**

**D. Unavailable SDBs (complete SDB-5, Part 5 – SDB Subcontractor Unavailability Certificate)**

1. **For each SDB that the Offeror contacted but found to be unavailable, submit an SDB Subcontractor Unavailability Certificate** signed by the SDB, an email from the SDB indicating the SDB is unavailable, or a statement from the Offeror that the SDB refused to sign the SDB Subcontractor Unavailability Certificate.

**E. Other Documentation**

1. Submit any other documentation requested by BDISBO or the Procuring Agency to ascertain the Offeror's Good Faith Efforts.
2. Submit any other documentation the Offeror believes will help BDISBO or the Procuring Agency ascertain its Good Faith Efforts.

**SDB-5**

**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF SDB PARTICIPATION GOAL**

<b>Project Description:</b>	<b>Not Applicable - see SDB-3 form</b>
<b>Commonwealth Agency Name:</b>	
<b>Solicitation #:</b>	
<b>Solicitation Due Date and Time:</b>	

<b>Bidder/Offeror Company Name:</b>	
Bidder/Offeror Contact Name:	
Bidder/Offeror Contact Email:	
Bidder/Offeror Contact Phone Number:	

**Part 1 – Identified Items of Work Offeror Made Available to SDBs**

Identify those items of work that the Offeror made available to SDBs. This includes, where appropriate, those items the Offeror identified and subdivided into economically feasible units to facilitate the SDB participation. For each item listed, show the anticipated percentage of the total contract amount. It is the Offeror’s responsibility to demonstrate that enough work to meet the SDB participation goal was made available to SDBs, and the total percentage of the items of work identified for SDB participation met or exceeded the SDB participation goal set for the procurement.

Identified Items of Work	Was this work listed in the solicitation?	Does Offeror normally self-perform this work?	Was this work made available to SDB Firms? If not, explain why.
	___ yes ___ no	___ yes ___ no	___ yes ___ no
	___ yes ___ no	___ yes ___ no	___ yes ___ no
	___ yes ___ no	___ yes ___ no	___ yes ___ no
	___ yes ___ no	___ yes ___ no	___ yes ___ no
	___ yes ___ no	___ yes ___ no	___ yes ___ no

Attach additional sheets if necessary.

**SDB-5**

**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF SDB PARTICIPATION GOAL**

**Part 2 – Identified SDBs and Record of Solicitations**

Identify the SDBs solicited to provide quotes for the Identified Items of Work made available for SDB participation. Include the name of the SDB solicited, items of work for which quotes were solicited, date and manner of initial and follow-up solicitations, whether the SDB provided a quote, and whether the SDB is being used toward meeting the SDB participation goal. SDBs used to meet the SDB participation goal must be listed on the **SDB Utilization Schedule (SDB-3)**.

Note: Copies of all written solicitations and documentation of follow-up calls to SDBs must be attached to this form. For each Identified SDB listed below, Offeror should submit an SDB Subcontractor Unavailability Certificate signed by the SDB or a statement from the Offeror that the SDB refused to sign the SDB Subcontractor Unavailability Certificate.

Name of Identified SDB and Classification	Describe Item of Work Solicited	Initial Solicitation Date & Method	Follow-up Solicitation Date & Method	Details for Follow-up Calls	Quote Received?	Quote Used?	Reason Quote Rejected
SDB Name: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGBTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE	<u><b>Not Applicable - see SDB-3 form</b></u>	Date: <input type="checkbox"/> mail <input type="checkbox"/> email <input type="checkbox"/> fax	Date: <input type="checkbox"/> mail <input type="checkbox"/> email <input type="checkbox"/> fax	Date and Time of Call: Spoke with: Left Message:	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> Used other SDB <input type="checkbox"/> Used non-SDB <input type="checkbox"/> Self performing
SDB Name: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGBTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE		Date: <input type="checkbox"/> mail <input type="checkbox"/> email <input type="checkbox"/> fax	Date: <input type="checkbox"/> mail <input type="checkbox"/> email <input type="checkbox"/> fax	Date and Time of Call: Spoke with: Left Message:	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> Used other SDB <input type="checkbox"/> Used non-SDB <input type="checkbox"/> Self performing

Attach additional sheets as necessary.

**SDB-5**  
**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF**  
**SDB PARTICIPATION GOAL**

**Part 3 – SDB Outreach Compliance Statement**

- 1. List the Identified Items of Work (subcontracting opportunities) for the solicitation along with specific work categories:**

**Not Applicable - see SDB-3 form**

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- 2. Attach to this form copies of written solicitations (with Bid or Proposal instructions) used to solicit Identified SDBs for these subcontract opportunities.**

- 3. Offeror made the following attempts to personally contact the Identified SDBs:**

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- 4. Bonding Requirements (Please Check One):**

\_\_\_\_\_ This project does not involve bonding requirements.

\_\_\_\_\_ Offeror assisted Identified SDBs to fulfill or seek waiver of bonding requirements.  
(DESCRIBE EFFORTS):

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- 5. Pre-Bid/Proposal Conference or Supplier Forum (Please Check One):**

\_\_\_\_\_ Offeror did attend the pre-Bid/Proposal conference or Supplier Forum

\_\_\_\_\_ No pre-Bid/Proposal conference or Supplier Forum was held

\_\_\_\_\_ Offeror did not attend the pre-Bid/Proposal conference or Supplier Forum

**SDB-5**

**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF SDB PARTICIPATION GOAL**

**Part 4 – Additional Information Regarding Rejected SDB Quotes**

This form must be completed if Part 2 indicates that an SDB quote was rejected because the Offeror is using a non-SDB or is self-performing the Identified Items of Work. List the Identified Items Work, indicate whether the work will be self-performed or performed by a non-SDB, and if applicable, state the name of the non-SDB firm. Also include the names of all SDBs and non-SDB firms that provided a quote and the amount of each quote.

Describe Identified Items of Work not being performed by SDBs (include specific section from bid or proposal)	Self-performing or using non-SDB (provide name of non-SDB if applicable)	Amount of non-SDB quote	Name of other firms that provided quotes and whether they are SDB	Amount quoted	Reason why SDB quote was rejected along with brief explanation
<b><u>Not Applicable - see SDB-3 form</u></b>	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-SDB Name: _____	\$	_____ SDB _____ Non-SDB	\$	<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-SDB Name: _____	\$	_____ SDB _____ Non-SDB	\$	<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-SDB Name: _____	\$	_____ SDB _____ Non-SDB	\$	<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-SDB Name: _____	\$	_____ SDB _____ Non-SDB	\$	<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-SDB Name: _____	\$	_____ SDB _____ Non-SDB	\$	<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other

Attach additional sheets as necessary.





**Exhibit E**  
**BAFO Veterans Business Enterprise Participation Submittal**

**Veteran Business Enterprise**  
**Submittal Packet**

**Veteran Business Enterprise (VBE) Participation Summary Sheet**

**Solicitation/Project #:** 6100051157

**Issuing Agency:** Department of General Services

**Name of Procurement/Project:** CADD Workstation Computing Devices and Monitors

**VBE Participation Goal (for VBE and SDVBE):** 3%

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**Attachments:**

- VBE-1 Instructions for completing VBE Participation Submittal and VBE Utilization Schedule
- VBE-2 VBE Participation Submittal
- VBE-3 VBE Utilization Schedule
- VBE-3.1 VBE Letter of Commitment
- VBE-4 Guidance for Documenting Good Faith Efforts to meet the VBE participation goal
- VBE-5 Good Faith Efforts Documentation to Support Waiver Request of VBE Participation Goal

**VBE-1**  
**INSTRUCTIONS FOR COMPLETING THE VETERAN BUSINESS ENTERPRISE**  
**(VBE) PARTICIPATION SUBMITTAL AND VBE UTILIZATION SCHEDULE.**

***PLEASE READ BEFORE COMPLETING THESE DOCUMENTS***

**The following instructions include details for completing the VBE Participation Submittal (VBE-2) which Bidders or Offerors must submit in order to be considered responsive.**

**This form also includes instructions for completing the VBE Utilization Schedule (VBE-3), which Bidders or Offerors must submit for any portion of the VBE participation goal the Bidder or Offeror commits to meeting.**

Bidder/Offeror shall agree to achieve the VBE participation goal set forth in the **VBE Participation Summary Sheet** or request a waiver from meeting the entire or a portion of the goal.

**A Bidder/Offeror's failure to meet the VBE participation goal in full or receive an approved Good Faith Efforts waiver for any unmet portion of the VBE participation goal will result in the rejection of the Bid or Proposal as nonresponsive.**

I. **VBE Participation Goal:** The VBE participation goal is set forth in the **VBE Participation Summary Sheet**. The Bidder/Offeror is encouraged to use a diverse group of subcontractors and suppliers to meet the VBE participation goal.

II. **VBE Eligibility:**

1. **Finding VBE firms:** The directory of **DGS-verified** VBE firms can be accessed from the DGS Supplier Search directory at: **Error! Hyperlink reference not valid.** <http://www.dgs.internet.state.pa.us/suppliersearch>.
2. **Only VBEs verified by DGS** and as defined herein may be counted for purposes of achieving the VBE participation goal. In order to be counted for purposes of achieving the VBE participation goal, the VBE firm, including an VBE prime, **must be DGS-verified for the services, materials or supplies that it is committed to perform on the VBE Utilization Schedule (VBE-3).** A firm whose VBE verification is pending or incomplete as of the bid or proposal due date and time shall not be counted. [Self-certified SBs that do not have their VBE verification as of the bid or proposal due date and time cannot be used to meet the VBE participation goal.](#)
3. **VBE Requirements:** To be considered an VBE, a firm must be a **DGS-verified** Veteran-Owned Small Business Enterprise or a Service-Disabled Veteran-Owned Small Business Enterprise.

Additional information on the DGS verification process can be found at:

<http://www.dgs.pa.gov/Small%20Diverse%20Business%20Program/Pages/default.aspx>

4. Dually verified firms. If a DGS-verified VBE is dually verified as an SDB, the firm may receive credit towards both the VBE participation goal and the SDB participation goal as set forth on the SDB and VBE Participation Summary Sheet.

*Example: The VBE participation goal is separate and independent from the SDB participation goal. Therefore, a VBE firm also verified as an SDB may be used towards fulfilling both the VBE participation goal and the SDB participation goal.*

5. Participation by VBE firms as prime bidders/offerors or subcontractors. A Bidder/Offeror that qualifies as an VBE and submits a bid or proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Bidders/Offerors. An VBE may be included as a subcontractor with as many prime contractors as it chooses in separate bids or proposals.
6. Questions about VBE verification. Questions regarding the VBE program, including questions about the self-certification and verification processes can be directed to:

Department of General Services  
Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO)  
Room 611, North Office Building  
Harrisburg, PA 17125  
Phone: (717) 783-3119  
Fax: (717) 787-7052  
Email: [mailto: RA-BDISBOVerification@pa.gov](mailto:RA-BDISBOVerification@pa.gov)  
Website: [www.dgs.pa.gov](http://www.dgs.pa.gov)

### III. Guidelines Regarding VBE Prime Self-Performance.

1. An VBE firm participating as a prime bidder or offeror on a procurement may receive credit towards the VBE Participation goal established for the procurement through their own self-performance.

*Example: A solicitation has a 15% VBE participation goal. An VBE prime offeror self-performing only 10% of the work on the contract (if permitted by the solicitation documents) must still satisfy the remaining 5% VBE participation goal through subcontracting or must request a Good Faith Efforts Waiver for the unmet VBE participation goal.*

2. For an VBE prime bidder or offeror to receive credit for self-performance, the VBE prime bidder or offeror must list itself in the **VBE Utilization Schedule (VBE-3)**.
3. The VBE prime bidder or offeror must also include the classification category (Veteran-Owned Small Business Enterprise or a Service-Disabled Veteran-Owned Small Business Enterprise) under which it is self-performing and include information regarding the work

it will self-perform. For any portion of the VBE participation goal not met through the VBE prime bidder or offeror's self-performance, the VBE bidder or offeror must also identify on the **VBE Utilization Schedule** the portion of the VBE participation goal that will be performed by VBE subcontractors, manufacturers, or suppliers it will use to meet the unmet portion of the goal or must request a Good Faith Efforts waiver.

#### **IV. Calculating VBE participation**

1. **VBE subcontractors.** An VBE subcontractor, through its own employees, shall perform at least 50% of the amount of the subcontract. 100% of the total subcontract amount shall be counted towards the VBE participation goal, unless the VBE subcontractor is performing one of the functions listed in paragraphs 2-4 below.
2. **VBE manufacturers.** An VBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles or equipment required under the contract and of the general character described by the specifications. 100% of the total cost of the materials or supplies purchased from the VBE manufacturer shall be counted towards the VBE participation goal.
3. **VBE stocking suppliers.** An VBE stocking supplier is a firm that owns, operates or maintains a store, warehouse or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business. 60% of the total cost of the materials or supplies purchased from the VBE stocking supplier shall be counted towards the VBE participation goal.

*Example for illustrative purposes of applying the 60% rule:*

*Overall contract value: \$2,000,000*

*Total value of supplies: \$100,000*

***Apply 60% Rule: \$100,000 x 60% = \$60,000***

***Divide 60% Rule result by contract value: \$60,000/\$2,000,000 = 3%***

*In this example, 3% would be counted towards the VBE participation goal for the VBE supplier.*

4. **VBE nonstocking suppliers.** An VBE nonstocking supplier does not carry inventory but orders materials from a manufacturer, manufacturer's representative or a stocking supplier. For a nonstocking supplier to receive credit, the nonstocking supplier shall perform a useful business function by engaging in meaningful work (that is, negotiating price; determining quality and quantity; ordering materials; and paying for the materials). Industry practices and other relevant factors will be considered. Only the amount of the fee or commission charged by the VBE nonstocking supplier for assistance in the procurement of the materials and supplies shall be counted towards the VBE participation goal. The fees or commissions must also be reasonable and not excessive as compared with fees customarily allowed for similar services.

#### **V. Additional Required Documentation.**

1. The Bidder or Offeror must submit along with its **VBE Participation Submittal (VBE-2)** a **letter of commitment (LOC) (VBE-3.1)** for each subcontractor included in its **VBE Utilization Schedule (VBE-3)**. At a minimum, each **LOC** must contain the following unless otherwise specified by the solicitation documents:
  - a. The fixed numerical percentage commitment and associated estimated dollar value of the commitment made to the VBE; and
  - b. A description of the services or supplies the VBE will provide; and
  - c. The timeframe during the initial contract term and any extensions, options and renewals when the VBE will perform or provide the services and/or supplies; and
  - d. The name and telephone number of the Bidder or Offeror's point of contact for VBE participation; and
  - e. The name, address, and telephone number of the primary contact person for the VBE; and
  - f. Signatures of representatives of both the Bidder/Offeror and the VBE subcontractor authorized to contractually bind their firm.

## **VI. Document Submittal Errors.**

1. **Fatal errors.** The following errors will result in rejection of a bid or proposal as non-responsive:
  - a. Failure to submit a completed **VBE Participation Submittal (VBE-2)**;
  - b. Failure to submit an **VBE Utilization Schedule (VBE-3)**, unless the bidder or offer is seeking a complete Good Faith Efforts waiver;
  - c. Failure to list **DGS-verified** VBEs that will be used to meet the VBE participation goal;
  - d. Failure to submit a **Good Faith Efforts Waiver Request** when not meeting, in full, the VBE participation goal.

*Example: A bidder/offeror lists a subcontractor that possesses a third-party certificate issued by one of the DGS-approved third party certifying entities; however, the subcontractor did not complete its DGS VBE verification as of the bid or proposal due date and time. The bidder/offeror does not receive credit for any commitments made to the subcontractor and has therefore not met the VBE participation goal. The bidder/offeror cannot cure this error. Therefore, the bid or proposal must be rejected as non-responsive.*

2. **Potentially curable errors.** The Issuing Office and BDISBO will provide Bidders or Offerors 72 hours to provide clarifications or to correct errors not listed as fatal errors above. In the event that the additionally submitted information does not adequately address the error, the bid or proposal is subject to rejection. **Bidders or Offerors are not permitted to add additional VBEs or make material changes during clarifications and corrections in order to meet the VBE Participation Goal.**
  
3. **Solicitations with Multiple Lots or Base Bids.** If the Bid or Proposal contains separate Lots or multiple Base Bids, an Offeror must complete and submit a separate **VBE Participation Submittal (VBE-2)** and accompanying required documentation for EACH Lot or Base Bid for which it is submitting a bid or proposal. Each separate **VBE Participation Submittal** and accompanying required documentation must be labeled to identify the corresponding Lot or Base Bid. Failure to submit an **VBE Participation Submittal** and accompanying required documentation for each Lot or Base Bid will result in the rejection of the bid or proposal for each Lot or Base Bid for which an **VBE Participation Submittal** was not submitted.

**VBE-2**  
**VBE PARTICIPATION SUBMITTAL**

CHECK ONE, AND ONLY ONE, BOX. FAILURE TO SUBMIT A COMPLETED VBE PARTICIPATION SUBMITTAL WILL RESULT IN REJECTION OF YOUR BID/PROPOSAL.

**I agree to meet the VBE participation goal in full.**

I have completed and am submitting with my bid or proposal an **VBE Utilization Schedule (VBE-3)**, which is required in order to be considered for award.

**I am requesting a partial waiver of the VBE participation goal.**

After making good faith outreach efforts as more fully described in the **Guidance for Documenting Good Faith Efforts to Meet the VBE Participation Goal**, I am unable to achieve the total VBE participation goal for this solicitation and am requesting a partial waiver of the VBE participation goal.

I have completed and am submitting with my bid or proposal both of the following, which are required in order to be considered for award:

1. an **VBE Utilization Schedule (VBE-3)** for that portion of the VBE participation goal for which I intend to meet; AND
2. a **Good Faith Efforts Waiver Request** for any portion of the VBE participation goals that I do not intend to meet.

**I am requesting a full waiver of the VBE participation goal**

After making good faith outreach efforts as more fully described in the **Guidance for Documenting Good Faith Efforts to Meet the VBE Participation Goal**, I am unable to achieve any part of the VBE participation goal for this solicitation and am requesting a full waiver of the VBE participation goal.

I have completed and am submitting with my bid or proposal a **Good Faith Efforts Waiver Request** for the complete VBE participation goal, which is required in order to be considered for award.

NOTE: VBE primes who are submitting as bidders or offerors must complete an **VBE Utilization Schedule (VBE-3)** identifying any self-performance towards the VBE participation goal.



**VBE-3**  
**VBE UTILIZATION SCHEDULE**

List in the chart below VBEs (including where applicable a prime bidder or offeror is self-performing a portion of the work) that will be used to meet the VBE participation goal (add additional pages if necessary). Submit a **Letter of Commitment (VBE-3.1)** for each VBE subcontractor, supplier, or manufacturer.

VBE Name SAP Vendor Number (6-digit number provided by VBE) VBE Verification Number (located on DGS VBE verification)	Type of VBE (check all that apply)	Description of Work to be Performed (Statement of Work/Specification reference)	% Commitment (or % of work to be self-performed by VBE bidder/offeror)	Associated Dollar Value of Commitment
Name: <u>XYZ IT Solutions</u> SAP Vendor Number: <u>654321</u> VBE Verification Number: <u>654321-2016-09-SB-V</u>	VBE	IT staffing resources	%	\$
Name: <u>Aspen Technology Services, Inc.</u> SAP Vendor Number: <u>418664</u> VBE Verification Number: <u>418664202001-SB-V</u>	<input checked="" type="checkbox"/> VBE <input type="checkbox"/> SDVBE	Technology deployment services	3%	\$45,288.21
Name: SAP Vendor Number: VBE Verification Number:	<input type="checkbox"/> VBE <input type="checkbox"/> SDVBE			
Name: SAP Vendor Number: VBE Verification Number:	<input type="checkbox"/> VBE <input type="checkbox"/> SDVBE			
Name: SAP Vendor Number: VBE Verification Number:	<input type="checkbox"/> VBE <input type="checkbox"/> SDVBE			
			Total % VBE commitment: <u>3%</u>	Total \$ amount: <u>\$45,288.21</u>

**VBE-3.1**  
**LETTER OF COMMITMENT**

This Letter of Commitment serves as confirmation of the commitment by the prime as the Bidder/Offeror to utilize the Veteran Business Enterprise (VBE) on the below-referenced Solicitation/Project.

Solicitation Number: 6100051157  
Solicitation Name: CADD Workstation Computing Devices and Monitors

	Bidder/Offeror Information	VBE Information
Name	HP Inc.	Aspen Technology Services, Inc.
Address	1501 Page Mill Road Palo Alto, CA 94304	406 Circle Top Lane West Chester, PA 19382
Point of Contact	Jay Pizoli	Mark Reynolds, President
Telephone number	(717) 585-8857	(610) 430-7444
Email address	Jay.m.pizoli@hp.com	mark@aspen-technology.com

Services/Supplies and Time Frame. If Bidder/Offeror is the successful vendor, the VBE shall perform or provide the following services or supplies during the initial term of the prime contract and during any extensions, options or renewal periods of the prime contract exercised by the Commonwealth, as more specifically set forth below:

Services or supplies the VBE will provide: Technology deployment services

Specific Time Frame the VBE will provide the services or supplies: From start to finish of contract

Percentage Commitment. These services or supplies represent 3 % of the total cost of the Bidder/Offeror's cost submittal for the initial term of the contract. Depending on actual contract usage or volume, it is expected the VBE will receive \$45,288.21 during the initial contract term.

VBE verified. The VBE represents that it meets the VBE requirements set forth in the Solicitation and all required documentation has been provided to the Bidder/Offeror for its VBE submission.

Sincerely,

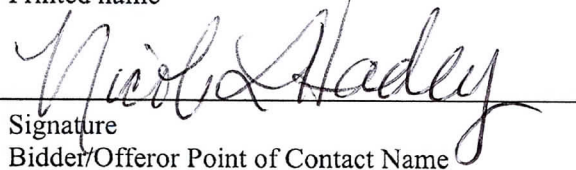
Acknowledged

Nicole Hadley

Mark A. Reynolds

Printed name

Printed name

  
Signature  
Bidder/Offeror Point of Contact Name

  
Signature  
VBE Point of Contact Name

**VBE-4**  
**GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE  
VETERAN BUSINESS ENTERPRISE (VBE) PARTICIPATION GOAL**

In order to show that the Bidder/Offeror has made Good Faith Efforts to meet the VBE participation goal on a solicitation, the Offeror must either (1) meet the VBE participation goal and document its commitments for participation of VBE firms, or (2) when it does not meet the VBE participation goal, submit a Good Faith Efforts waiver request as set forth in Section IV below and the Good Faith Efforts Documentation to Support Waiver Request (VBE-5) of the VBE Participation Goal.

**I. Definitions**

**VBE participation goal** – “VBE participation goal” refers to the VBE participation goal set for a procurement for VBE utilization.

**Good Faith Efforts** - The “Good Faith Efforts” requirement means that when requesting a waiver, the Offeror must demonstrate that it took all necessary and reasonable steps to achieve the VBE participation goal. Those steps are considered necessary and reasonable when their scope, intensity, and relevance could reasonably be expected to obtain sufficient VBE participation, even if those steps were not fully successful. The Issuing Agency and Department of General Services’ Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO) will determine whether or not the Offeror that requests a Good Faith Efforts waiver made adequate Good Faith Efforts by considering the quality, quantity, and intensity of the Offeror’s efforts. Mere *pro forma* efforts are not Good Faith Efforts to meet the VBE participation requirements. The determination concerning the sufficiency of the Offeror's Good Faith Efforts is subjective; meeting quantitative formulas is not required.

**Identified Items of Work** – all of the items of work the Offeror identified as possible items of work for performance by VBEs and should include all reasonably identifiable work opportunities.

**Identified VBEs**– all of the VBEs the Offeror identified as available to perform the Identified Items of Work and should include all DGS-verified VBEs that are reasonably identifiable.

**Offeror** – for purposes of this **Good Faith Efforts Documentation to Support Waiver Request**, the term “Offeror” includes any entity responding to a solicitation, including invitations for bids, requests for proposals, and other types of best value solicitations.

**VBE** – “VBE” includes both Veteran-Owned Small Business Enterprises and Service-Disabled Veteran-Owned Small Business Enterprises.

**II. Types of Actions Agency and BDISBO will Consider**

The following is a list of types of actions the procuring agency and BDISBO will consider as part of the Offeror's Good Faith Efforts when the Offeror fails to meet, in full, the VBE participation goal. This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

**A. Identify Proposal Items as Work for VBEs**

1. Identified Items of Work

- (a) Offerors should reasonably identify sufficient items of work to be performed by VBEs.

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- (b) Where appropriate, Offerors should break out contract work items into economically feasible units to facilitate VBE participation, rather than perform these work items with their own forces. **The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the Offeror of the responsibility to make Good Faith Efforts to meet the VBE participation goal.**

#### B. Identify VBEs to Solicit

1. Identified VBEs
  - (a) Offerors should reasonably identify the VBEs that are available to perform the Identified Items of Work.
  - (b) Any VBEs identified as available by the Offeror should be certified to perform the Identified Items of Work.

#### C. Solicit VBEs

1. Solicit all Identified VBEs for all Identified Items of Work by providing written notice. The Offeror should:
  - (a) provide the written solicitation to the Identified VBEs at least 10 days prior to Bid or Proposal due date to allow sufficient time for the Identified VBE to respond;
  - (b) send the written solicitation by first-class mail, facsimile, or e-mail using contact information in the BDISBO Directory, unless the Offeror has a valid basis for using different contact information; and
  - (c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the Identified VBE, and other requirements of the contract to assist Identified VBEs in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)
2. "All" Identified VBEs includes any VBE Firms the Offeror identifies as potentially available to perform the Identified Items of Work, but it does not include Identified VBEs who are no longer certified to perform the work as of the date the Offeror provides written solicitations.
3. "Electronic Means" includes, for example, information provided *via* a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested VBE cannot access the information provided by electronic means, the Offeror must make the information available in a manner that is accessible to the interested VBE.
4. Follow up on initial written solicitations by contacting Identified VBEs to determine their interest in bidding. The follow up contact may be made:
  - (a) by telephone using the contact information in BDISBO's Directory, unless the Offeror has a valid basis for using different contact information; or

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- (b) in writing *via* a method that differs from the method used for the initial written solicitation.
- 5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of Identified VBEs certified to perform the work of the contract. Examples of other means include:
  - (a) attending any Supplier Forums, or Pre-Proposal or Pre-Bid conferences at which VBEs could be informed of contracting and subcontracting opportunities; and
  - (b) if recommended by the procurement, advertising with or effectively using the services of at least two veteran-focused entities or media, including trade associations, community organizations, contractors' groups, and local, state, and federal business assistance offices.

**D. Negotiate with Interested VBEs**

Offerors must negotiate in good faith with interested VBEs.

1. Evidence of negotiation includes, without limitation, the following:
  - (a) the names, addresses, and telephone numbers of VBEs that were considered;
  - (b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and
  - (c) evidence as to why additional agreements could not be reached for VBEs to perform the work.
2. In negotiating with subcontractors, the Offeror should consider a firm's price and capabilities as well as the VBE participation goal.
3. Additional costs incurred in finding and using VBEs are not sufficient justification for the Offeror's failure to meet the VBE participation goal, as long as such costs are reasonable. Factors to take into consideration when determining whether an VBE's quote is excessive or unreasonable include, without limitation, the following:
  - (a) dollar difference between the VBE subcontractor's quote and the average of other subcontractors' quotes received by the Offeror;
  - (b) percentage difference between the VBE subcontractor's quote and the average of other subcontractors' quotes received by the Offeror;
  - (c) percentage that the VBE subcontractor's quote represents of the overall contract amount;
  - (d) whether the work described in the VBE and Non-VBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and

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- (e) number of quotes received by the Offeror for that portion of the work.
- 4. The factors in paragraph 3 above are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.
- 5. The Offeror may not use its price for self-performing work as a basis for rejecting an VBE's quote as excessive or unreasonable.
- 6. The "average of the other subcontractors' quotes received" by the Offeror refers to the average of the quotes received from all subcontractors. Offeror should attempt to receive quotes from at least three subcontractors, including one quote from an VBE and one quote from a non-VBE.
- 7. The Offeror shall not reject an VBE as unqualified without sound justification based on a thorough investigation of the firm's capabilities. For each VBE that is rejected as unqualified or that placed a subcontract quotation or offer that the Offeror concludes is not acceptable, the Offeror must provide a written detailed statement outlining the justification for this conclusion. The Offeror also must document the steps taken to verify the capabilities of the VBE and non-VBE Firms quoting similar work.
  - (a) The factors to take into consideration when assessing the capabilities of an VBE include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.
  - (b) The VBE's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of Proposals in the efforts to meet the VBE participation goal.

**E. Assisting Interested VBES**

When appropriate under the circumstances, the procuring agency and BDISBO will consider whether the Offeror made reasonable efforts to assist interested VBES in obtaining:

- 1. The bonding, lines of credit, or insurance required by the procuring agency or the Offeror; and
- 2. Necessary equipment, supplies, materials, or related assistance or services.

**III. Other Considerations**

In making a determination of Good Faith Efforts, the procuring agency and BDISBO may consider engineering estimates, catalogue prices, general market availability and availability of certified VBES in the area in which the work is to be performed, other Proposals or offers and subcontract Proposals or offers substantiating significant variances between VBE and non-VBE costs of participation, and their impact on the overall cost of the contract to the Commonwealth and any other relevant factors.

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The procuring agency and BDISBO may consider whether the Offeror decided to self-perform subcontract work with its own forces. The procuring agency and BDISBO also may consider the performance of other Offerors in meeting the VBE participation goal. For example, when the apparent successful Offeror fails to meet the VBE participation goal, but others meet it, this raises the question of whether, with additional reasonable efforts, the apparent successful Offeror could have met the VBE participation goal. If the apparent successful Offeror fails to meet the VBE participation goal but meets or exceeds the average VBE participation obtained by other Offerors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful Offeror having made Good Faith Efforts.

**IV. Documenting Good Faith Efforts**

At a minimum, the Offeror seeking a Good Faith Efforts waiver of the VBE participation goal or a portion thereof must provide written documentation of its Good Faith Efforts along with its bid or proposal. The written documentation shall include the following:

**A. Items of Work (complete VBE-5, Part 1 – Identified Items of Work Offeror Made Available to VBEs)**

A detailed statement of the efforts made to select portions of the work proposed to be performed by VBEs in order to increase the likelihood of achieving the VBE participation goal.

**B. Outreach/Solicitation/Negotiation**

1. A detailed statement of the efforts made to contact and negotiate with VBEs including:
  - (a) the names, addresses, and telephone numbers of the VBEs who were contacted, with the dates and manner of contacts (letter, fax, e-mail, telephone, etc.) (**complete VBE-5, Part 2 – Identified VBE Firms and Records of Solicitations. Include letters, fax cover sheets, e-mails, etc. documenting solicitations**); and
  - (b) a description of the information provided to VBEs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.
2. The record of the Offeror's compliance with the outreach efforts set forth in **VBE-5, Part 3 - Outreach Efforts Compliance Statement.**

**C. Rejected VBEs (complete VBE-5, Part 4 - Additional Information Regarding Rejected VBE Quotes)**

1. For each VBE that the Offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the Offeror's conclusion, including the steps taken to verify the capabilities of the VBE and non-VBE firms quoting similar work.
2. For each VBE that the Offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the Offeror's conclusion, including the quotes received from all VBE and non-VBE firms proposing on the same or comparable work. (**Include copies of all quotes received.**)

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**D. Unavailable VBES (complete VBE-5, Part 5 – VBE Subcontractor Unavailability Certificate)**

1. **For each VBE that the Offeror contacted but found to be unavailable, submit an VBE Subcontractor Unavailability Certificate** signed by the VBE, an email from the VBE indicating the VBE is unavailable, or a statement from the Offeror that the VBE refused to sign the VBE Subcontractor Unavailability Certificate.

**E. Other Documentation**

1. Submit any other documentation requested by BDISBO or the Procuring Agency to ascertain the Offeror's Good Faith Efforts.
2. Submit any other documentation the Offeror believes will help BDISBO or the Procuring Agency ascertain its Good Faith Efforts.



**VBE-5**

**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF VBE PARTICIPATION GOAL**

<b>Project Description:</b>	<b>Not Applicable - see VBE-3 form</b>
<b>Commonwealth Agency Name:</b>	
<b>Solicitation #:</b>	
<b>Solicitation Due Date and Time:</b>	

<b>Bidder/Offeror Company Name:</b>	
Bidder/Offeror Contact Name:	
Bidder/Offeror Contact Email:	
Bidder/Offeror Contact Phone Number:	

**Part 1 – Identified Items of Work Offeror Made Available to VBEs**

Identify those items of work that the Offeror made available to VBEs. This includes, where appropriate, those items the Offeror identified and subdivided into economically feasible units to facilitate the VBE participation. For each item listed, show the anticipated percentage of the total contract amount. It is the Offeror’s responsibility to demonstrate that enough work to meet the VBE participation goal was made available to VBEs, and the total percentage of the items of work identified for VBE participation met or exceeded the VBE participation goal set for the procurement.

Identified Items of Work	Was this work listed in the solicitation?	Does Offeror normally self-perform this work?	Was this work made available to VBE Firms? If not, explain why.
	___ yes ___ no	___ yes ___ no	___ yes ___ no
	___ yes ___ no	___ yes ___ no	___ yes ___ no
	___ yes ___ no	___ yes ___ no	___ yes ___ no
	___ yes ___ no	___ yes ___ no	___ yes ___ no
	___ yes ___ no	___ yes ___ no	___ yes ___ no

Attach additional sheets if necessary.

**VBE-5**

**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF VBE PARTICIPATION GOAL**

**Part 2 – Identified VBEs and Record of Solicitations**

Identify the VBEs solicited to provide quotes for the Identified Items of Work made available for VBE participation. Include the name of the VBE solicited, items of work for which quotes were solicited, date and manner of initial and follow-up solicitations, whether the VBE provided a quote, and whether the VBE is being used toward meeting the VBE participation goal. VBEs used to meet the VBE participation goal must be listed on the **VBE Utilization Schedule (VBE-3)**.

Note: Copies of all written solicitations and documentation of follow-up calls to VBEs must be attached to this form. For each Identified VBE listed below, Offeror should submit an VBE Subcontractor Unavailability Certificate signed by the VBE or a statement from the Offeror that the VBE refused to sign the VBE Subcontractor Unavailability Certificate.

Name of Identified VBE and Classification	Describe Item of Work Solicited	Initial Solicitation Date & Method	Follow-up Solicitation Date & Method	Details for Follow-up Calls	Quote Received?	Quote Used?	Reason Quote Rejected
VBE Name: ___ VBE ___ SDVBE	<u><b>Not Applicable - see VBE-3 form</b></u>	Date: ___ mail ___ email ___ fax	Date: ___ mail ___ email ___ fax	Date and Time of Call: Spoke with: Left Message:	___ yes ___ no	___ yes ___ no	___ Used other VBE ___ Used non-VBE ___ Self performing
VBE Name: ___ VBE ___ SDVBE		Date: ___ mail ___ email ___ fax	Date: ___ mail ___ email ___ fax	Date and Time of Call: Spoke with: Left Message:	___ yes ___ no	___ yes ___ no	___ Used other VBE ___ Used non-VBE ___ Self performing

Attach additional sheets as necessary.

**VBE-5**  
**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF**  
**VBE PARTICIPATION GOAL**

**Part 3 – VBE Outreach Compliance Statement**

- 1. List the Identified Items of Work (subcontracting opportunities) for the solicitation along with specific work categories:**

**Not Applicable - see VBE-3 form**

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- 2. Attach to this form copies of written solicitations (with Bid or Proposal instructions) used to solicit Identified VBEs for these subcontract opportunities.**

- 3. Offeror made the following attempts to personally contact the Identified VBEs:**

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- 4. Bonding Requirements (Please Check One):**

\_\_\_\_\_ This project does not involve bonding requirements.

\_\_\_\_\_ Offeror assisted Identified VBEs to fulfill or seek waiver of bonding requirements.  
(DESCRIBE EFFORTS):

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- 5. Pre-Bid/Proposal Conference or Supplier Forum (Please Check One):**

\_\_\_\_\_ Offeror did attend the pre-Bid/Proposal conference or Supplier Forum

\_\_\_\_\_ No pre-Bid/Proposal conference or Supplier Forum was held

\_\_\_\_\_ Offeror did not attend the pre-Bid/Proposal conference or Supplier Forum

**VBE-5**

**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF VBE PARTICIPATION GOAL**

**Part 4 – Additional Information Regarding Rejected VBE Quotes**

This form must be completed if Part 2 indicates that an VBE quote was rejected because the Offeror is using a non-VBE or is self-performing the Identified Items of Work. List the Identified Items Work, indicate whether the work will be self-performed or performed by a non-VBE, and if applicable, state the name of the non-VBE firm. Also include the names of all VBEs and non-VBE firms that provided a quote and the amount of each quote.

Describe Identified Items of Work not being performed by VBEs (include specific section from bid or proposal)	Self-performing or using non-VBE (provide name of non-VBE if applicable)	Amount of non-VBE quote	Name of other firms that provided quotes and whether they are VBE	Amount quoted	Reason why VBE quote was rejected along with brief explanation
<b><u>Not Applicable - see VBE-3 form</u></b>	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-VBE Name: _____	\$	_____ VBE _____ Non-VBE	\$	<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-VBE Name: _____	\$	_____ VBE _____ Non-VBE	\$	<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-VBE Name: _____	\$	_____ VBE _____ Non-VBE	\$	<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-VBE Name: _____	\$	_____ VBE _____ Non-VBE	\$	<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-VBE Name: _____	\$	_____ VBE _____ Non-VBE	\$	<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other

Attach additional sheets as necessary.

**VBE-5**  
**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF**  
**VBE PARTICIPATION GOAL**

**Part 5 – VBE Subcontractor Unavailability Certificate**

1. It is hereby certified that the firm of Not Applicable - see VBE-3 form  
(Name of VBE)

located at \_\_\_\_\_  
(Number) (Street)  
\_\_\_\_\_  
(City) (State) (Zip)

was offered an opportunity to bid on Solicitation No. \_\_\_\_\_

by \_\_\_\_\_  
(Name of Prime Contractor's Firm)

\*\*\*\*\*

2. \_\_\_\_\_(VBE), is either unavailable for the work/service or  
unable to prepare a Proposal for this project for the following reason(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Signature of VBE's Representative) (Title) (Date)

\_\_\_\_\_  
(DGS VBE Certification #) (Telephone #)

\*\*\*\*\*

3. If the VBE does not complete this form, the prime contractor must complete the following:

To the best of my knowledge and belief, the above-listed VBE is either unavailable for the work/service for this project, is unable to prepare a Proposal, or did not respond to a request for a price Proposal and has not completed the above portion of this submittal.

\_\_\_\_\_  
(Signature of Prime Contractor) (Title) (Date)

## Description

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**1. Purpose.** This request for proposals (RFP) provides information to enable potential Offerors to prepare and submit proposals for the Commonwealth of Pennsylvania's consideration. This RFP is a reissuance of RFP 6100048303 and 6100050365. DGS has attached the following documents, Pre-Proposal Conference Presentation, Pre-Proposal Sign in Sheet and the Pre-Proposal Conference Business Cards, in the Buyer Attachments for the Pre-Proposal Conference that was held on March 03, 2020 for the previous RFP 6100048303.

**2. Determination to use Competitive Sealed Proposal Method.** As set forth in [Bureau of Procurement Policy Directive 2018-1](#), the Secretary of General Services has determined that the competitive sealed proposals process generally is the most practical and advantageous method for awarding contracts to obtain the best value for the Commonwealth. There are no features of this particular Project that are inconsistent with the rationale set forth in BOP Policy Directive 2018-1 and the justification for the use of competitive sealed proposals set forth in BOP Policy Directive 2018-1 is hereby adopted for this Project.

**3. Issuing Office.** The Department of General Services (“Issuing Office”) has issued this RFP on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFP shall be the Raymond A Jaime, Bureau of Procurement, Forum Place, 555 Walnut Street, Harrisburg, PA 17101-1944, [RA-GSITPROCUREMENT@pa.gov](mailto:RA-GSITPROCUREMENT@pa.gov) who is the Issuing Officer for this RFP. Please refer all inquiries to the Issuing Officer. Any violation of this condition may be cause for the Issuing Office to reject the offending Offeror's proposal. Offerors must agree not to distribute any part of their proposals beyond the Issuing Office. An Offeror who shares information contained in its proposal with other Commonwealth personnel and/or competing Offeror may be disqualified.

**4. Project Description.** The Commonwealth of Pennsylvania (Commonwealth) intends to award through this RFP multiple contracts for the purchase and lease of Computer-Aided Design and Drafting (CADD) Systems with optional Monitors to responsive and responsible Offerors who meet the requirements of this RFP. All Offerors shall be either an Original Equipment Manufacturer (“OEM”), an authorized distributor, or an authorized Reseller of Equipment in order to be eligible for award. Offerors shall propose a solution that meets or exceeds the specifications of all four (4) workstations listed in **Appendix C, Cost Submittal**. Offerors must only propose **one (1)** OEM for all **four (4)** workstation configurations. If an Offeror is not an OEM, the Offeror must submit with their proposal the proper authorization to resell the OEM’s Equipment pursuant to **Subsection IV.A, Manufacturer Authorization Letter**, of the Technical Submittal.

**5. Type of Contract.** If the Issuing Office enters into a contract as a result of this RFP, it will be a Fixed Price contract and will contain the **Contract Terms and Conditions** attached to this RFP in the **Buyer Attachments** section.

**6. Small Diverse Business and Veteran Business Enterprise Participation.** The Department’s Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO) has developed a goal setting policy based upon recommendations from its 2018 Disparity Study. The goal setting policy requires BDISBO and agencies to identify contract-specific participation goals for Small Diverse Businesses (which include Minority Business Enterprises, Women Business Enterprises, LGBT Business Enterprises, Disability-Owned Business Enterprises, and Service-Disabled Veteran-Owned Small Businesses) and Veteran Business Enterprises (which include Veteran-Owned Small Businesses and Service-Disabled Veteran-Owned Small Businesses). Proposers must either agree to meet the participation goals in full or must request a full or partial Good Faith Efforts waiver from one or both of the participation goals. Failure to meet the participation goals or establish they have made good faith efforts to meet the participation goals will result in rejection of a proposal as nonresponsive. This Project has been selected by BOP to be a pilot of the new goal setting policy. The goals that have been established for this Project are set forth below:

**SDB Participation Goal - 11%**

**VBE Participation Goal - 3%**

Further information can be found in **RFP Questions Group 1.2 and 1.3**.

**7. Rejection of Proposals.** The Issuing Office reserves the right, in its sole and complete discretion, to reject any proposal received as a result of this RFP.

**8. Incurring Costs.** The Issuing Office is not liable for any costs the Offeror incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

**9. Questions & Answers.** Questions must be submitted using the Q&A Board within this event. Questions must be submitted as individual questions. Questions must be submitted by the posted deadline. All questions and responses are considered an addendum to and part of this RFP. The Issuing Office shall not be bound by any verbal information, nor shall it be bound by any written information that is not either contained within the RFP or formally issued by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or the solicitation.

**10. Addenda to the RFP.** Any revisions to this RFP will be made electronically within this site.

**11. Response Date.** To be considered for selection, electronic proposals must be submitted on or before the time and date specified. The Issuing Office will reject any late proposals.

**12. Proposal Submission.** To be considered, Offerors must submit a complete response to this RFP by the due date and time, from an official authorized to bind the Offeror to its provisions. Clicking the submit button within this site constitutes an electronic signature. A proposal being timely submitted and electronically signed by the Offeror are the two (2) mandatory responsiveness requirements and are non-waivable. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in an Offeror's proposal, (2) allow the Offeror to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Offeror's proposal. The proposal must remain valid for **120 days** or until a contract is fully executed, whichever is later. If the Issuing Office selects the Offeror's proposal for award, the contents of the selected Offeror's proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

**13. Proposal Format.** To be considered, the proposal must respond to all proposal requirements. Each proposal consists of four submittal components: Technical, Cost, Small Diverse Business Packet, and Veteran Business Enterprise Packet. Offerors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as attachments. The Issuing Office reserves the right to request additional information which, in the Issuing Office's opinion, is necessary to assure that the Offeror's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP. The Issuing Office may make investigations as deemed necessary to determine the ability of the Offeror to perform the Project, and the Offeror shall furnish to the Issuing Office all requested information and data.

**14. Alternate Proposals.** The Issuing Office has identified the basic approach to meeting its requirements, allowing Offerors to be creative and propose their best solution to meeting these requirements. The Issuing Office will not accept alternate proposals.

**15. Discussions for Clarification.** Offerors may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification. Clarifications may occur at any stage of the evaluation and selection process prior to contract execution.

**16. Prime Contractor Responsibilities.** **The selected Offeror must perform the largest percentage of work as compared to its subcontractors and suppliers.** Nevertheless, the contract will require the selected Offeror to assume responsibility for all services offered in its proposal whether it produces them itself or by

subcontract. Further, the Issuing Office will consider the selected Offeror to be the sole point of contact with regard to all contractual matters.

## 17. Proposal Contents.

**A. Confidential Information.** The Commonwealth is not requesting confidential proprietary information or trade secrets to be included as part of Offerors' submissions. Accordingly, except as provided herein, Offerors should not label proposal submissions as confidential or proprietary or trade secret protected. Any Offeror who determines that it must divulge such information as part of its proposal must submit the signed written statement described in subsection c. below. After contract award, the selected Offeror must additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.

**B. Commonwealth Use.** All material submitted with the proposal shall be considered the property of the Commonwealth of Pennsylvania. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any Offeror copyright designations contained in proposals, the Commonwealth shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure requirements under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.

**C. Public Disclosure.** After the award of a contract pursuant to this RFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, *et seq.* If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests. Refer to the **Additional Required Documentation** section for a **Trade Secret Confidential Proprietary Information Notice Form** that may be utilized as the signed written statement, if applicable. If financial capability information is submitted, such financial capability information is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

**18. Best and Final Offers (BAFO).** The Issuing Office reserves the right to conduct discussions with Offerors for the purpose of obtaining "best and final offers" in one or more of the following ways, in any combination and order: schedule oral presentations, request revised proposals, conduct an online auction, and enter into pre-selection negotiations.

The following Offerors will **not** be invited by the Issuing Office to submit a Best and Final Offer: those Offerors which the Issuing Office has determined to be not responsible or whose proposals the Issuing Office has determined to be not responsive; those Offerors which the Issuing Office has determined in accordance with the **Offeror Responsibility** subsection from the submitted and gathered financial and other information, do not possess the financial capability, experience or qualifications to assure good faith performance of the contract; and those Offerors whose score for their technical submittal of the proposal is less than **75%** of the total amount of technical points allotted to the technical criterion.

The Issuing Office may further limit participation in the best and final offers process to those remaining responsible Offerors which the Issuing Office has determined to be within the top competitive range of responsive proposals. The Evaluation Criteria shall also be used to evaluate the Best and Final offers. Price reductions offered through any online auction shall have no effect upon the Offeror's Technical Submittal.

**19. News Releases.** Offerors shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office.



**20. Term of Contract.** The **initial term** of the contract will commence on the Effective Date and will end in **two (2) years after the Effective Date**. The Issuing Office will fix the Effective Date after the contract has been fully executed by the selected Offeror and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The selected Offeror shall not start the performance of any work prior to the Effective Date of the contract, and the Commonwealth shall not be liable to pay the selected Offeror for any service or work performed or expenses incurred before the Effective Date of the contract. The Commonwealth may **renew the contract for a maximum of three (3) additional one (1) year term(s)**, so long as the Commonwealth provides written notice of its intention to extend the contract by letter prior to the expiration of the term of the agreement, or any extension thereof. The Commonwealth may exercise the renewal as individual year or multiple year terms(s). Any renewal will be under the same terms, covenants and conditions. No further document is required to be executed to renew the term of the contract. The Commonwealth reserves the right, upon written notice, to extend any single term of the Contract for up to **three (3) months** upon the same terms and conditions.

**21. Notification of Selection for Contract Negotiations.** The Issuing Office will notify all Offerors in writing of the Offeror selected for contract negotiations after the Issuing Office has determined, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the Issuing Office. Prior to execution of the contract resulting from the RFP, the selected Offeror must be registered in the Commonwealth of Pennsylvania's Vendor Master file. In order to register, Offerors must visit the Pa Supplier Portal at <https://www.pasupplierportal.state.pa.us/> or call the Customer Support Center at 877-435-7363.

**22. Notification of Award.** Offerors whose proposals are not selected will be notified when contract negotiations have been successfully completed, and the Issuing Office has received the final negotiated contract signed by the selected Offeror.

**23. Debriefing Conferences.** Upon notification of award, Offerors whose proposals were not selected will be given the opportunity to be debriefed. The Issuing Office will schedule the debriefing at a mutually agreeable time. The debriefing will not compare the Offeror with other Offerors, other than the position of the Offeror's proposal in relation to all other Offeror proposals. An Offeror's exercise of the opportunity to be debriefed does not constitute nor toll the time for filing a protest.

**24. RFP Protest Procedure.** The RFP Protest Procedure is on the DGS website at [click here](#). A protest by a party that has not or has not yet submitted a proposal must be filed no later than the proposal submission deadline. Offerors may file a protest within seven days after the protesting Offeror knew or should have known of the facts giving rise to the protest, but in no event may an Offeror file a protest later than seven days after the date the notice of award of the contract is posted on the DGS website. The date of filing is the date of receipt of the protest. A protest must be filed in writing with the Issuing Office. To be timely, the protest must be received by 4:00 p.m. on the seventh day.

**25. Attachments to the RFP.** All attachments to the RFP, including those contained in the **Buyer Attachments, RFP Questions, and Additional Required Documentation** sections, are incorporated into and made part of the RFP.

**26. Evaluation Criteria.** The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted proposals. The following criteria will be used in evaluating each proposal:

**A. Technical.** The Issuing Office has established the weight for the Technical criterion for this RFP as **30%** of the total points. Evaluation will be based upon the following: **Offeror Qualifications, Technical Solution and Soundness of Approach**. The final Technical scores are determined by giving the maximum number of technical points available to the proposal(s) with the highest raw technical score. The remaining proposals are rated by applying the Technical Scoring Formula set forth at the following webpage: [click here](#)

**B. Cost.** The Issuing Office has established the weight for the Cost criterion for this RFP as **70%** of the total points. The cost criterion is rated by giving the proposal with the lowest total cost the maximum number of Cost points available. The remaining proposals are rated by applying the Cost Formula set forth at the following webpage: [click here](#)

**27. Offeror Responsibility.** To be responsible, an Offeror must submit a responsive proposal and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance of the contract. In order for an Offeror to be considered responsible for this RFP and therefore eligible for selection for best and final offers or selection for contract negotiations :

The total score for the technical submittal of the Offeror's proposal must be greater than or equal to **75%** of the available technical points and the Offeror must demonstrate the financial capability to assure good faith performance of the contract.

An Offeror who fails to demonstrate sufficient financial capability to assure good faith performance of the contract as specified herein may be considered by the Issuing Office, in its sole discretion, for Best and Final Offers or contract negotiation contingent upon such Offeror providing contract performance security for the first contract year cost proposed by the Offeror in a form acceptable to the Issuing Office. Based on the financial condition of the Offeror, the Issuing Office may require a certified or bank (cashier's) check, letter of credit, or performance bond conditioned upon the faithful performance of the contract by the Offeror. The required performance security must be issued or executed by a bank or surety company authorized to do business in the Commonwealth. The cost of the required performance security will be the sole responsibility of the Offeror and cannot increase the Offeror's cost proposal or the contract cost to the Commonwealth.

Further, the Issuing Office will award a contract only to an Offeror determined to be responsible in accordance with the most current version of [Commonwealth Management Directive 215.9, Contractor Responsibility Program](#).

**28. Final Ranking and Award.** After any best and final offer process is conducted, the Issuing Office will combine the evaluation committee's final technical scores, BDISBO's final Small Diverse Business and Small Business Participation Submittal scores, the final cost scores, and the domestic workforce utilization scores. The Issuing Office will rank responsible Offerors according to the total overall score assigned to each in descending order. The Issuing Office must select for contract negotiations the Offeror with the highest overall score. The Issuing Office has the discretion to reject all proposals or cancel the request for proposals at any time prior to the time a contract is fully executed when it is in the best interests of the Commonwealth. The reasons for the rejection or cancellation shall be made part of the contract file.

**29. COSTARS Program.** Information related to the COSTARS Program is incorporated in the **COSTARS Program Clause** contained in the **Buyer Attachments** section. If the Offeror elects to permit COSTARS members to participate in the contract resulting from this RFP, the Offeror should download, complete and upload the **COSTARS Election to Participate Form** contained in **Additional Required Documentation**. If the Offeror is asserting that it is a Department of General Services self-certified Small Business or verified Small Diverse Business, the Offeror must provide an active Department of General Services Small Business Certificate or Small Diverse Business Certificate, as applicable.

## Stage Description

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No description available.

1 ★ **Instructions To Supplier :**

Responsibility to Review.

**Certification**

I certify that I have read and agree to the terms above.

**Supplier Must Also Upload a File:**

No

**Prerequisite Content:**

The Offeror acknowledges and accepts full responsibility to ensure that it has reviewed the most current content of the RFP including any amendments to the RFP.

## Buyer Attachments

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1. Technical Submittal	1. Technical Submittal.docx	../Attachments/1. Technical Submittal.docx
Appendix A - Contract Terms and Conditions	Appendix A - Contract Terms and Conditions.docx	../Attachments/Appendix A - Contract Terms and Conditions.docx
Appendix B - Project References	Appendix B - Project References.doc	../Attachments/Appendix B - Project References.doc
4. Appendix C - Cost Submittal	4. Appendix C - Cost Submittal.xlsx	../Attachments/4. Appendix C - Cost Submittal.xlsx
Appendix D - Service Level Agreements	Appendix D - Service Level Agreements.docx	../Attachments/Appendix D - Service Level Agreements.docx
Appendix E - Software License Requirements Agreement Template	Appendix E - Software License Requirements Agreement Template.docx	../Attachments/Appendix E - Software License Requirements Agreement Template.docx
Appendix F - Statement of Work Template	Appendix F - Statement of Work Template.doc	../Attachments/Appendix F - Statement of Work Template.doc
Appendix G - Quarterly Report Template	Appendix G - Quarterly Report Template.xlsx	../Attachments/Appendix G - Quarterly Report Template.xlsx
Appendix H - Lease Acceptance Certificate	9. Appendix H - Lease Acceptance Certificate.pdf	../Attachments/9. Appendix H - Lease Acceptance Certificate.pdf
Pre-proposal Conference Presentation	Pre-proposal Conference Presentation.pptx	../Attachments/Pre-proposal Conference Presentation.pptx
Pre-proposal Conference Sign-in Sheet	Pre-proposal Conference Sign-inSheet.pdf	../Attachments/Pre-proposal Conference Sign-inSheet.pdf
Pre-proposal Conference Business Cards	Pre-preposal Conference Business Cards.pdf	../Attachments/Pre-preposal Conference Business Cards.pdf

## Questions

★ Supplier Response Is Required

### RFP Questions

#### Group 1.1: Technical Questions

- 1.1.1 Please download, complete, and upload the attached Technical Submittal from Buyer Attachments. ★  
File Upload
- 1.1.2 Per Section V.L. Product Catalog of the RFP, "The Offerors must provide their entire product catalog, as a link or electronic document file..."; please upload your CADD workstations product catalog WITHOUT pricing in response to this question.  
File Upload
- 1.1.3 Any additional attachments in support of the technical submittal can be uploaded here. If multiple files are needed combine into a single document or create a .zip file combining the files into a single .zip file.  
File Upload
- 1.1.4 I have read and fully understand the Service Level Agreements located in Appendix D. ★  
Yes/No
- 1.1.5 This RFP is subject to the Information Technology Policies (ITPs) issued by the Office of Administration, Office for Information Technology found at <http://www.oa.pa.gov/Policies/Pages/itp.aspx>. All proposals must be submitted on the basis that all ITPs are applicable to this procurement. It is the responsibility of the Offeror to read and be familiar with the ITPs. Notwithstanding the foregoing, if the Offeror believes that any ITP is not applicable to this procurement, it must list all such ITPs in its technical response, and explain why it believes the ITP is not applicable. The Issuing Office may, in its sole discretion, accept or reject any request that an ITP not be considered to be applicable. The Offeror's failure to list an ITP will result in its waiving its right to do so later, unless the Issuing Office, in its sole discretion, determines that it would be in the best interest of the Commonwealth to waive the pertinent ITP.  
Text (Multi-Line)
- 1.1.6 Accessibility Needs. The Commonwealth's Executive Order 2016-03 - Establishing "Employment First" Policy and Increasing Competitive Integrated Employment for Pennsylvanians with a Disability, states that Commonwealth employees with disabilities may require accommodations of assistive technology in order to perform the functions of their jobs. The Commonwealth will further the objectives of providing appropriate accommodation and support through the contracts resulting from this procurement. Contractors must provide an accessibility plan and assistive technology for the products and services of this procurement, as applicable. If applicable, please upload provide an accessibility plan and assistive technology. See [https://www.oa.pa.gov/Policies/eo/Documents/2016\\_03.pdf](https://www.oa.pa.gov/Policies/eo/Documents/2016_03.pdf) for additional information.  
File Upload

#### Group 1.2: Small Diverse Business and Small Business Participation

- 1.2.1 The Offeror must read and acknowledge the attached Small Diverse Business Participation Information document. ★  
Yes/No  
Small Diverse Business Participation Information - ../Attachments/QuestionAttachments/Small Diverse Business Participation Information.docx
- 1.2.2 Please download, complete, and upload the attached Small Diverse Business Submittal Packet (SDB-1, SDB-2, SDB-3, SDB-3.1, SDB-4, SDB-5). All fields must be completed prior to submittal in accordance with the instructions contained in the packet.  
File Upload  
SDB Submittal Packet 7.29.2020 - ../Attachments/QuestionAttachments/SDB Submittal Packet
- 1.2.3 Attached is a Model Form Small Diverse Business/Veteran Business Enterprise Subcontractor Agreement.  
File Upload  
Model Form of SDB/VBE Subcontractor Agreement - ../Attachments/QuestionAttachments/SMALL DIVERSE BUSINESS AND VETERAN BUSINESS ENTERPRISE PARTICIPATION INFORMATION
- 1.2.4 I have read and fully understand the Small and Small Diverse Business qualifications attached in question 1.2.1 above. ★

Yes/No

### Group 1.3: Veteran Business Enterprise Participation

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- 1.3.1** The Offeror must read and acknowledge the attached Veteran Business Enterprise Participation Information document. ★  
Yes/No  
Veteran Business Enterprise Participation Information - ../Attachments/QuestionAttachments/Veteran Business Enterprise Participation Information.docx
- 1.3.2** Please download, complete, and upload the attached Veteran Business Enterprise Submittal Packet (VBE-1, VBE-2, VBE-3, VBE-3.1, VBE-4, and VBE-5). All fields must be completed prior to submittal in accordance with the instructions contained in the packet.  
File Upload  
VBE Submittal Packet 7.29.2020 - ../Attachments/QuestionAttachments/VBE Submittal Packet
- 1.3.3** Attached is a Model Form Small Diverse Business Enterprise/Veteran Business Enterprise Subcontractor Agreement.  
File Upload  
SDB/VBE Subcontractor Agreement - ../Attachments/QuestionAttachments/SMALL DIVERSE BUSINESS AND VETERAN BUSINESS ENTERPRISE PARTICIPATION INFORMATION Final 111919(1).docx
- 1.3.4** I have read and fully understand the Veteran Business Enterprise qualifications attached in question 1.3.1 above. ★  
Yes/No

### Group 1.4: Cost

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- 1.4.1** Please use Appendix C - Cost Submittal located in the Buyer attachments to submit your cost proposal for this procurement. Do not include any assumptions in your submittal. If you do, your proposal may be rejected. ★  
File Upload

## Additional Required Documentation

### Group 2.1: Standard Forms

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- 2.1.1** Please download, complete, and attach the Reciprocal Limitations Act form. ★  
File Upload  
GSPUR-89 Reciprocal Limitations Act Requirements - ../Attachments/QuestionAttachments/GSPUR-89 Reciprocal\_Limitations\_Act\_Requirements.doc
- 2.1.2** Please download, sign and attach the Domestic Workforce Utilization Certification Form. ★  
File Upload  
Domestic Workforce Utilization Certification Form - ../Attachments/QuestionAttachments/Domestic Workforce Utilization Certification Form.doc
- 2.1.3** Please download, sign, and attach the Iran Free Procurement Certification and Disclosure Form. ★  
File Upload  
Iran Free Procurement Certification Form - ../Attachments/QuestionAttachments/Iran Free Procurement Certification Form.pdf
- 2.1.4** Please download, complete, and attach the Trade Secret/Confidential Proprietary Information Notice. ★  
File Upload  
Trade Secret/Confidential Proprietary Information Notice - ../Attachments/QuestionAttachments/TradeSecret\_ConfidentialPropertyInfoNotice (002).pdf
- 2.1.5** Any Offeror who determines that it must divulge trade secrets or confidential proprietary information as part of its proposal must submit a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.  
File Upload



- 2.1.6 Complete and sign the attached Lobbying Certification and Disclosure form (only applicable when federal funds are being used in the amount of \$100,000 or more). ★  
File Upload  
Lobbying Certification and Disclosure Form - ../Attachments/QuestionAttachments/BOP-1307 LOBBYING CERTIFICATION FORM.doc
- 2.1.7 Offeror shall indicate acceptance of participation in the COSTARS Program by checking yes. Further explanation of the program can be found in the attached file.  
  
Yes/No  
COSTARS Participation Clause - ../Attachments/QuestionAttachments/COSTARS Program Clause for Statewide Contract.doc
- 2.1.8 The Commonwealth has determined that this contract will be made available to external procurement activities. Further information can be found below in the attached file.  
File Upload  
External Procurement Activities - ../Attachments/QuestionAttachments/Participating Addendum with an External Procurement Activity.docx

**Group 2.2: Terms and Conditions**

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- 2.2.1 By submitting a proposal, the Offeror does so on the basis of the attached contract terms and conditions contained in Buyer Attachments. ★  
Yes/No

**Group 2.3: Offeror's Representation**

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- 2.3.1 By submitting a proposal, each Offeror understands, represents, and acknowledges the attached representations and authorizations. ★  
Yes/No  
Offerors Representations and Authorizations - ../Attachments/QuestionAttachments/Offerors Representations and Authorizations.docx

- 2.3.2 By submitting a proposal, you represent that: (1) you are making a formal submittal in response to a procurement issued by the Commonwealth pursuant to the Procurement Code (62 Pa.C.S. Section 101 et seq.); (2) you are authorized to submit the information on behalf of the person or entity identified; (3) this electronic submittal is deemed signed by you and you are authorized to bind the person or entity identified to the terms of the solicitation and this submittal; and (4) all of the information submitted is true and correct to the best of your knowledge, information, and belief. Any false statements made by you in this submittal are subject to the penalties of 18 Pa.C.S. §4904 (relating to unsworn falsification to authorities). ★  
Yes/No

## Technical Submittal

- I. Project Description.** The Commonwealth of Pennsylvania (Commonwealth) intends to award multiple contracts for the purchase and lease of Computer-Aided Design and Drafting (CADD) Systems with optional Monitors to responsive and responsible Offerors who meet the requirements of this RFP. All Offerors shall be an Original Equipment Manufacturer (“OEM”), an authorized distributor, or an authorized Reseller of Equipment in order to be eligible for award. The Commonwealth will award one (1) contract per OEM.
- II. Statement of the Project.** State in succinct terms your understanding of the project presented, or the service required by this RFP.

### ***Offeror Response***

**III. Qualifications.**

- A. Company Overview.** Include company name, parent company if applicable, a company overview and why you should be selected for this RFP based on your capabilities. If there is any other information you wish to add that is pertinent to your organization doing business with the Commonwealth, please describe in detail.

### ***Offeror Response***

- B. Prior Experience.** The Offeror must have a minimum of **three (3) years** of experience with projects of a similar size and scope. Include experience in the sale, leasing, and management of computer workstations with similar specifications to those requested including, but not limited to, the implementation, service, maintenance, and training related to the computer workstations.

Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Projects referred to must be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

### ***Offeror Response***

- (1) The Offeror must include a least **three (3)** client/project references with its proposal. The references must be for installations completed within the past three **(3) years**. Complete **Appendix B, Project References**, for each reference provided.

- (2) The Offeror must show what work was completed by subcontractors for each of the projects referenced in **Appendix B, Project References**.

***Offeror Response***

- (3) The Offeror shall provide the following:

- (i) Details of any industry-recognized quality standard to which it is compliant, as well as any industry certifications or awards, received.

***Offeror Response***

- (ii) Details on any industry standard (such as ITIL) the Offeror implemented to govern its service delivery.

***Offeror Response***

- (iii) Include any certification levels earned by the Offeror or key personnel.

***Offeror Response***

- (iv) Within the past **three (3) years**, has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts? If so, please provide details.

***Offeror Response***

- (v) How long has Offeror(s) provided the Equipment and Services requested in this RFP?

***Offeror Response***

- C. **Personnel.** Offeror shall identify the number of executive and professional personnel, analysts, auditors, researchers, programmers, consultants, etc., who will be engaged in the work. The Offeror must provide an organization chart clearly identifying the proposed personnel, the role, and the links between managers and staff. Show where these personnel will be physically located during the time they are engaged in the Project. Indicate the responsibilities each

individual will have in this Project and how long each has been with your company.

**Offeror Response**

- (1) **Account Manager.** The Offeror shall provide a dedicated Account Manager who will be the main point of contact for Commonwealth agency requests. The Commonwealth will consider the Account Manager to be the sole point of contact with regard to contractual and purchase order matters. The Account Manager must be an employee of the Offeror and must be authorized to make binding decisions on behalf of the Offeror. The Account Manager is expected to have sufficient technical expertise to ensure proper orders are taken. The Account Manager's responsibilities will include, but will not be limited to: providing administrative, supervisory and technical direction to the account representatives; providing quotes for hardware and/or services, reporting, providing recommendations on hardware and services, and tracking order fulfillment; monitoring work performance for accuracy, timeliness, efficiency, and adherence to contract requirements; coordinating the resolution of contract problems and the implementation and completion of problem escalation procedures. Through a resume or similar document, the show the Account Manager's name, education, and experience.

**Offeror Response**

- D. **Subcontractors.** Provide a subcontracting plan for all subcontractors, including small diverse business and small business subcontractors, who will be assigned to the Project. The selected Offeror is prohibited from subcontracting or outsourcing any part of this Project without the express written approval from the Commonwealth. Upon award of the contract resulting from this RFP, subcontractors included in the proposal submission are deemed approved. For each position included in your subcontracting plan provide:

- (1) name of subcontractor;
- (2) address of subcontractor;
- (3) number of years worked with the subcontractor;
- (4) number of employees by job category to work on this project;
- (5) description of services to be performed;
- (6) what percentage of time the staff will be dedicated to this project;

- (7) geographical location of staff; and
- (8) resumes (if appropriate and available).

***Offeror Response***

**IV. Financial Capability.** Describe your company's financial stability and economic capability to perform the contract requirements. The Commonwealth reserves the right to request additional information to evaluate an Offeror's financial capability.

***Offeror Response***

**V. Requirements.** The proposed solution shall meet or exceed the following requirements. Offeror shall describe in its response how it will meet the outlined requirements.

**A. Manufacturer Authorization Letter.** Offerors submitting proposals as Authorized Resellers must submit a Manufacturer Authorization Letter, issued by the Manufacturer, an authorized distributor, or a master reseller which clearly states the Offeror is authorized to provide the OEM's Equipment and Services to the Commonwealth for this RFP. The Manufacturer Authorization Letter must reference **RFP 6100051157** for CADD Workstations Computing Devices and Monitors. The Offeror must submit a Manufacturer Authorization Letter for each OEM that is offered unless the Offeror is the OEM.

***Offeror Response***

**B. Original Equipment Manufacturer (OEM) Representatives.** The selected Offeror shall provide a main point of contact for each of the OEMs for which the Offeror is selling products.

***Offeror Response***

**C. Technical Service.** The Offeror shall provide a dedicated service phone number to handle any service requests from the Commonwealth.

***Offeror Response***

**D. Warranty.** All products shall have a **four (4) year** warranty, including options, that are purchased in a bundled unit or individually at a later time. The Commonwealth will have the opportunity to purchase an optional **5<sup>th</sup> year** of warranty as outlined in **Appendix C, Cost Submittal**.

**Offeror Response**

- E. Electrical Requirements.** All equipment must be UL approved. Any special voltage needed beyond the standard 110v must be indicated. The Commonwealth will furnish suitable electrical current to operate equipment.

**Offeror Response**

- F. CADD Workstation Ordering.** The selected Offeror shall provide a quote upon request by a Commonwealth Agency for the purchase or lease of CADD Equipment and Services as outlined in **Appendix C, Cost Submittal.**

- (1) All quotes must comply, at a minimum, with the following and be pre-approved by the Commonwealth Agency requesting the order:
  - (i) contract number;
  - (ii) must be provided on contractor's letterhead;
  - (iii) service period (if applicable);
  - (iv) manufacturer product ID;
  - (v) manufacturer product title;
  - (vi) line item descriptions;
  - (vii) list price so the Commonwealth can verify discounts on quotes; expected delivery date; and
  - (viii) related purchase order number(s) when standalone Services are procured.

The Commonwealth's contract management team must approve the quote format before any quotes may be issued.

- (2) No additional terms and conditions may be attached to a quote.
- (3) Volume Orders. The Contractor must be capable of fulfilling large volume orders including, but not limited to, Commonwealth agency fleet rollouts and high dollar purchases. The Contractor is encouraged to offer higher discounts for large volume purchases.

**Offeror Response**

- G. Request Management.** The selected Offeror shall perform request management including, but not limited to, order tracking, intake of requests, prioritization, escalation, resolution, and closeout. Offeror shall describe its approach to request management.

***Offeror Response***

**H. Solution Support.**

- (1) Hours of Support. The selected Offeror shall provide support for the Commonwealth Monday through Friday **7 A.M. to 5 P.M. Eastern Time** and weekends as requested. Support shall include, but not be limited to, assistance and ongoing support regarding problems/issues, guidance in the operation of the devices, and identification and correction of possible data or system errors.

***Offeror Response***

- (2) Types of Support. Offerors shall describe all types of solution support available (i.e. telephone, web chat, email). At a minimum email and a dedicated phone number support line shall be provided.

***Offeror Response***

- (3) Incident Management. The Offeror shall provide and manage a process to track, monitor and resolve reported problems/issues. Offeror shall describe its methodology to classify problems as to criticality and impact, including resolution procedures and escalation process for each classification of problems/issues. At a minimum, the Offeror shall include communication procedures that provide ongoing status updates, no less than every **24 hours**, until incident resolution.

***Offeror Response***

- I. Invoicing.** The Offeror shall accept orders via the Commonwealth's purchasing credit card (Pcard) in addition to purchase orders generated via the Commonwealth's SAP Supplier Relationship Management (SRM) system, the Commonwealth's standard order type.

***Offeror Response***

- J. **Leasing.** The term for each lease will be based upon the specifically cited terms and conditions outlined in **Appendix A, Contract Terms and Conditions.**

***Offeror Response***

- K. **Asset Flexibility.** If during the term of the contract new hardware become available, the Offeror may, with the written approval of the Commonwealth, substitute a new model if it offers features, technologies, or standards that are equal to or greater than the original model. The cost of any new hardware must be less than or equal to the model it is replacing.

***Offeror Response***

- L. **Product Catalog.** The Offerors must provide their entire product catalog, as a link or electronic document file, for CADD workstations and ancillary products with their proposal. The Commonwealth reserves the right to request a quote for customizable CADD workstations and monitors from the selected Offerors entire catalog of CADD workstation options. If an Agency elects to customize their workstation with a processor brand other than Intel, the processor selected must be available through the Offerors product catalog in order to be considered. In addition, the ordering Agency must also receive a written approval from the Office of Administration and the Department of General Services contract manager to proceed with the order. **Orders may be placed on a Purchase Order basis under the Terms and Conditions of the Contract resulting from this RFP.** Discount percentage provided by the Offeror in **Appendix C, Cost Submittal** in the tab marked “Optional Services” should reflect manufacturer’s catalog price minus discount. The selected Offeror may update their price list or product changes annually, on the effective date of the Contract, unless otherwise requested by the Commonwealth, to reflect new products, and manufacturer’s price changes, deletion of discontinued products, etc.

***Offeror Response***

- M. **Removal and Disposal.** The selected Offeror shall provide 90-day notice of upcoming lease expiration to the Commonwealth designee. The return of leased property shall be completed in accordance with **subsection (m) of CONTRACT-43.1-1 Leasing Additional Terms and Conditions (Oct 2013) of Appendix A, Contract Terms and Conditions**

***Offeror Response***



- N. **Customer Satisfaction.** The selected Offeror shall initiate customer satisfaction surveys which must indicate performance. The Commonwealth will determine the format and delivery mode of the survey.

***Offeror Response***

- O. **Service Level Agreements.** The selected Offeror must meet the service level agreements (SLAs) as described in **Appendix D, Service Level Agreements.** Any suggested revisions or additions to the Service Level Agreements must be addressed in response to **Section VI, Objections and Additions to Standard Contract Terms and Conditions.**

***Offeror Response***

- P. **Software.** The selected Offeror shall not sell equipment that requires commercially available software for its use through this contract unless and until the Commonwealth has entered into a software license agreement with such software licensor. Offeror shall inform any such software licensor that the software licensor must enter into a software license agreement with the Commonwealth that is substantially the same form as **Appendix E, Software License Requirements**, which will incorporate, if applicable and as appropriate, the software licensor's software agreement.

- Q. **Licensing Requirements.** Any click-through terms presented to an individual upon use of any component of the system must be pre-approved in writing by the Commonwealth Contracting Officer. Such terms may not be inconsistent with the final negotiated contract terms and conditions resulting from this RFP. See **Section VI, Objections and Additions to Standard Contract Terms and Conditions.**

- R. **Services.**

- (1) Offeror shall provide a quote for hardware when requested by the Commonwealth, at any time during the term of the contract.
- (2) Offerors shall provide a quote for Warranties and Services, when requested by a Commonwealth agency, at any time during the term of the Contract. Standalone orders for warranties and maintenance made during the term of the Contract may extend up to **four (4) years** past the expiration date of the Contract.
- (3) The Commonwealth agency will develop a statement of work ("SOW") for each Service order utilizing **Appendix F, Statement of Work Template**, which will be attached to the associated purchase order. The

Offeror shall provide a proposed price for all listed Services. All Services may be purchased at the Commonwealth's discretion.

- (4) The Commonwealth agency and shall complete Appendix H, Lease Acceptance Certificate to enter into the lease upon acceptance of the Offeror's quote.

**S. Optional Services.** All Optional Services may be purchased at the Commonwealth's discretion. Optional services include:

- Installation
- Image deployment
- Image development
- Asset tagging
- Bundle – install, image deployment and asset tagging
- 10 GB Data Transfer
- On-premise wipe
- Off-premise disk wipe
- Preparation for shipment: relocation, transfer to DGS warehouse or lease return
- Relocation in the same building
- Relocation within 25 miles
- Relocation outside of 25 miles
- Transport to the DGS warehouse or lease return

(1) Installation.

- (i) The Contractor must, at a minimum:
  - (a) Assign a project manager to every installation;
  - (b) Provide status reports of installations completed, installations outstanding, and issues;
  - (c) Unpack equipment;
  - (d) Set up and connect keyboard, monitor(s), mouse, Ethernet cable, power and external equipment to computer;
  - (e) Power on the device or system;
  - (f) If pre-imaged system, verify that the system comes up to the login screen and run Commonwealth agency-provided restore script(s) after login; and
  - (g) If non-imaged system, verify that OS boots. The Commonwealth agency will specify whether Offeror must

remove all packing materials and boxes from the site within **one (1) week** after the installation has been completed.

- (ii) The Offeror and the Commonwealth agency will develop a schedule to deliver equipment at the employees' desks or other location specified by the Commonwealth agency.

***Offeror Response***

- (2) Image Development. The Contractor must, at a minimum, work with the Commonwealth agency to develop the image format to be specified in a SOW to prepare for Image Deployment.

***Offeror Response***

- (3) Image Deployment (Onsite & Offsite).
  - (i) The Contractor must, at a minimum:
    - (a) Deploy the image(s) specified by the Commonwealth agency on each computing device;
    - (b) If a Commonwealth agency requires images, the Contractor must accept and store the images provided; and
    - (c) Certify the images for use with the proposed hardware and provide test unit to Commonwealth agency for final verification.
  - (ii) The format of the delivered image will be specified in the SOW.
  - (iii) As part of the SOW, the Commonwealth agency will specify if the service will be performed onsite or offsite.

***Offeror Response***

- (4) Asset Tagging (Onsite & Offsite).
  - (i) The Contractor must, at a minimum:
    - (a) Affix an Identification Tag Number and Commonwealth agency inventory asset tag to all new equipment procured;

- (b) Ensure that the Identification Tag Number is readable from WMI (Windows Management Instrumentation), if applicable.
  - (c) Ensure that each Identification Tag is located such that it is easily accessible and readable by the user. Identification Numbers will be used as a reference for Help Desk calls;
  - (d) Provide identification numbers, serial numbers, Commonwealth agency inventory asset tag numbers, and associated equipment identification information for all installations at a site when requested by the Commonwealth in an electronic format, which can be incorporated into existing Equipment databases. The Commonwealth agency will provide database formats to be used by the Contractor.
- (ii) As part of the SOW, the Commonwealth agency will specify if the service will be performed onsite or offsite.

***Offeror Response***

- (5) Bundle—Installation, Image Deployment and Asset Tagging.

***Offeror Response***

- (6) Data Transfer.

- (i) The Contractor must, at a minimum:
  - (a) Copy all local Outlook folders;
  - (b) Copy all specified data onto the new, pre-imaged system;
  - (c) Copy all local outlook folders;
  - (d) Disconnect all systems and
  - (e) Not retain any data associated with the data transfer.
- (ii) The Contractor may transfer data using the Commonwealth's network, a crossover cable or Commonwealth-owned and provided external hard drive.

***Offeror Response***

- (7) On-Premise Disk Wipe. The Contractor must, at a minimum:
- (i) Uninstall the equipment from the Commonwealth agency at the scheduled time;
  - (ii) Arrive at the Commonwealth-designated location at the scheduled time; and
  - (iii) Cleanse the device in the equipment as detailed in Commonwealth ITP SEC015, Data Cleansing Policy, [https://www.oa.pa.gov/Policies/Documents/itp\\_sec015.pdf](https://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf), at its current location and provide proof of the disk wipe to the Commonwealth agency.

***Offeror Response***

- (8) Off-Premise Disk Wipe. The Contractor must, at a minimum:
- (i) Uninstall, pack, and pick up the equipment from the Commonwealth agency at the scheduled time;
  - (ii) Cleanse the device as detailed in Commonwealth ITP SEC015, Data Cleansing Policy, [https://www.oa.pa.gov/Policies/Documents/itp\\_sec015.pdf](https://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf), at a location approved by the Commonwealth and provide proof of the disk wipe to the Commonwealth agency; and
  - (iii) Return the equipment at the time and location specified by the Commonwealth agency.

***Offeror Response***

- (9) Preparation for Shipment. The Contractor must, at a minimum:
- (i) Verify the functionality and condition of the equipment with the agency.
  - (ii) Disconnect existing PC and peripheral equipment, and remove it from the desk area.
  - (iii) Fully prepare and pack the equipment ready for delivery and shipment. This includes, but is not limited to, securely boxing and palletizing (if necessary) of the devices.

***Offeror Response***

- (10) Relocation within 25 Miles. The Contractor must, at a minimum, provide the following services for the price indicated in **Appendix C, Cost Submittal**:
- (i) Provide relocation of equipment within the same building or within a 25-mile radius;
  - (ii) Verify the functionality and condition of the equipment with the agency.
  - (iii) Unpack and reinstall equipment at the new location designated by the Commonwealth agency.
  - (iv) Damages resulting from the transfer of equipment during relocation are not the responsibility of the Commonwealth.

***Offeror Response***

- (11) Relocation Outside 25 Miles. The Contractor must, at a minimum, provide the following services for the price indicated in **Appendix C, Cost Submittal**:
- (i) Provide relocation of equipment beyond a 25-mile radius.
  - (ii) Verify the functionality and condition of the equipment with the agency.
  - (iii) Unpack and reinstall equipment at the new location designated by the Commonwealth agency.
  - (iv) Damages resulting from the transfer of equipment during relocation are not the responsibility of the Commonwealth.

***Offeror Response***

**VI. Reports and Project Control.** The selected Offeror shall create, maintain, and execute the following plans, reports, and supporting documentation in a format agreed to by the Commonwealth.

**A. Quarterly Report.** The Contractor must utilize **Appendix G, Quarterly Report Template**, which includes, at a minimum, the following:

- (1) Sales report, which includes, at a minimum:
  - (i) Agency Information: Identifying information specific to the requesting Commonwealth agency.
  - (ii) Maintenance/Services Information: Detailed description of the maintenance/services being performed.
  - (iii) Product and Hardware Information: Detailed information about the product purchased, including the manufacturer; product description/base configuration details; manufacturer part number; any additional upgrades purchased; and quantity.
  - (iv) Order Information and Invoice Information: Detailed breakout of the total price of the order. This includes the quantity provided; base configuration cost; and cost and quantity of any upgrades purchased. Include the appropriate item cost or list price and associated markup or discount.
  - (v) Invoice Information: Invoice information for the associated order.
- (2) Problem and response report, which includes, at a minimum:
  - (i) Agency Information;
  - (ii) Equipment Information;
  - (iii) Maintenance/Services Information; and
  - (iv) Problem/Response Information.
  - (v) Outstanding issues summary report, which includes, at a minimum: Agency Information; and Outstanding Issue Summary.
- (3) Quarterly summary report—to be delivered in person at Quarterly Business Reviews (QBRs)—of quarterly contract activities; achievements; challenges; and Contractor’s recommendations for the Commonwealth.
- (4) Detailed SLA metric report—The Contractor will be responsible for tracking and quarterly reporting on the SLA metrics listed in **Appendix D, Service Level Agreements**. The format of the report must be approved by the Commonwealth before ordering can commence.

***Offeror Response***

**B. Standard Configuration Reviews.**

- (1) The standard configurations as defined in Appendix C, Cost Submittal Template, will be reviewed by the Commonwealth at least annually and any required updates will be made at that time via the change notice process as defined in **CONTRACT-35.1b Changes (Oct 2013)** of **Appendix A, Contract Terms and Conditions**. These updates to the standard configurations are to provide the Commonwealth access to the latest in related computer-based technologies.
- (2) If the selected Offeror or the associated OEM discontinues a product, then it must be replaced with a product of equal or better specifications for the originally contracted price.

### ***Offeror Response***

**VII. Objections and Additions to Standard Contract Terms and Conditions.** Offeror(s) shall identify which, if any, of the contract terms and conditions and service level agreements contained in the Buyer Attachments section that it would like to negotiate and what additional terms and conditions the Offeror would like to add to the contract terms and conditions and service level agreements. The Offeror's failure to make a submission will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions and service level agreements. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for this RFP. All terms and conditions must appear in one integrated contract. The Issuing Office will not accept references to the Offeror's, or any other, online guides or online terms and conditions contained in any proposal. Offeror(s) shall submit red-lined copies of **Appendix A, Contract Terms and Conditions** and **Appendix D, Service Level Agreements**.

Regardless of any objections set out in its proposal, Offeror(s) must submit its proposal, including the cost proposal, **Appendix C, Cost Submittal**, on the basis of the terms and conditions set out in the Terms and Conditions contained in the Buyer Attachment section. The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in the Terms and Conditions contained in the Buyer Attachment section or to other provisions of the RFP.

### ***Offeror Response***



## Appendix A, CONTRACT TERMS AND CONDITIONS

### V.1. CONTRACT-001.1a Contract Terms and Conditions (Nov 30 2006)

The Contract with the selected offeror (who shall become the “Contractor”) shall include the following terms and conditions:

### V.2. CONTRACT-003.1b Signatures – Contract (July 2015)

The Contract shall not be a legally binding contract until the fully-executed Contract has been sent to the Contractor. No Commonwealth employee has the authority to verbally direct the commencement of any work or delivery of any supply under this Contract prior to the Effective Date. The Contractor hereby waives any claim or cause of action for any service or work performed prior to the Effective Date.

The Contract may be signed in counterparts. The Contractor shall sign the Contract and return it to the Commonwealth. After the Contract is signed by the Contractor and returned to the Commonwealth, it will be processed for Commonwealth signatures and approvals. When the Contract has been signed and approved by the Commonwealth as required by Commonwealth contracting procedures, the Commonwealth shall create a Contract output form which shall: 1) clearly indicate “Fully executed” at the top of the form; 2) include a printed Effective Date and 3) include the printed name of the Purchasing Agent indicating that the document has been electronically signed and approved by the Commonwealth. Until the Contractor receives the Contract output form with this information on the Contract output form, there is no legally binding contract between the parties.

The fully-executed Contract may be sent to the Contractor electronically or through facsimile equipment. The electronic transmission of the Contract shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Contract shall constitute receipt of the fully-executed Contract.

The Commonwealth and the Contractor specifically agree as follows:

- (a) No handwritten signature shall be required in order for the Contract to be legally enforceable.
- (b) The parties agree that no writing shall be required in order to make the Contract legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine Contract or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine Contract or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of a genuine Contract or acknowledgements under either the business records exception to the hearsay rule

## Appendix A, CONTRACT TERMS AND CONDITIONS

or the best evidence rule on the basis that the Contract or acknowledgement were not in writing or signed by the parties. A Contract or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.

- (c) Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

### V.3. CONTRACT-004.1b Definitions – IT (Oct 2013)

As used in this Contract, these words shall have the following meanings:

- (a) Agency. The department, board, commission or other agency of the Commonwealth of Pennsylvania listed as the Purchasing Agency. If a COSTARS entity or external procurement activity has issued an order against this contract, that entity shall also be identified as “Agency.”
- (b) Contracting Officer. The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.
- (c) Days. Unless specifically indicated otherwise, days mean calendar days.
- (d) Developed Works or Developed Materials. Except for Contractor’s internal communications relating to Services of this Contract that are not delivered to the Commonwealth, all documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other literary works, works of authorship, or tangible material authored or prepared by Contractor in carrying out the obligations and services under this Contract, without limitation. The terms are used herein interchangeably.
- (e) Documentation. A term used to refer to all materials required to support and convey information about the services required by this Contract. It includes, but is not necessarily restricted to, written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.
- (f) Services. All Contractor activity necessary to satisfy the Contract.

### V.4. CONTRACT-005.1b Agency Purchase Orders (July 2015)

The Agency may issue Purchase Orders against the Contract. These orders constitute the Contractor’s authority to make delivery. All Purchase Orders received by the Contractor up to and including the expiration date of the Contract are acceptable and must be performed in

## Appendix A, CONTRACT TERMS AND CONDITIONS

accordance with the Contract. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in the Contract.

Purchase Orders may be electronically signed by the Agency. The electronically-printed name of the purchaser represents the signature of that individual who has the authority, on behalf of the Commonwealth, to authorize the Contractor to proceed.

Purchase Orders may be issued electronically or through facsimile equipment. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Purchase Order shall constitute receipt of an order. Orders received by the Contractor after 4 p.m. will be considered received the following business day.

The Commonwealth and the Contractor specifically agree as follows:

- (a) No handwritten signature shall be required in order for the Contract or Purchase Order to be legally enforceable.
- (b) The parties agree that no writing shall be required in order to make the Purchase Order legally binding. The parties hereby agree not to contest the validity or enforceability of a Purchase Order or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any Purchase Order or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Purchase Orders or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Purchase Order or acknowledgement were not in writing or signed by the parties. A Purchase Order or acknowledgement shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.
- (c) Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

Purchase Orders under ten thousand dollars (\$10,000) in total amount may also be made in person or by telephone using a Commonwealth Purchasing Card. When an order is placed by telephone, the Commonwealth agency shall provide the agency name, employee name, credit card number, and expiration date of the card. Contractors agree to accept payment through the use of the Commonwealth Purchasing Card.

### **V.5. CONTRACT-006.1 Independent Prime Contractor (Oct 2006)**

## **Appendix A, CONTRACT TERMS AND CONDITIONS**

In performing its obligations under the Contract, the Contractor will act as an independent contractor and not as an employee or agent of the Commonwealth. The Contractor will be responsible for all services in this Contract whether or not the Contractor provides them directly. Further, the Contractor is the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

### **V.6. CONTRACT-007.01a Supplies Delivery (Nov 30 2006)**

All item(s) shall be delivered F.O.B. Destination. The Contractor agrees to bear the risk of loss, injury, or destruction of the item(s) ordered prior to receipt of the items by the Commonwealth. Such loss, injury, or destruction shall not release the Contractor from any contractual obligations. Except as otherwise provided in this contract, all item(s) must be delivered within the time period specified. Time is of the essence and, in addition to any other remedies, the Contract is subject to termination for failure to deliver as specified. Unless otherwise stated in this Contract, delivery must be made within **thirty (30) days** after the Effective Date.

### **V.7. CONTRACT-007.01b Delivery of Services (Nov 30 2006)**

The Contractor shall proceed with all due diligence in the performance of the services with qualified personnel, in accordance with the completion criteria set forth in the Contract.

### **V.8. CONTRACT-007.02 Estimated Quantities (Nov 30 2006)**

It shall be understood and agreed that any quantities listed in the Contract are estimated only and may be increased or decreased in accordance with the actual requirements of the Commonwealth and that the Commonwealth in accepting any bid or portion thereof, contracts only and agrees to purchase only the materials and services in such quantities as represent the actual requirements of the Commonwealth. The Commonwealth reserves the right to purchase materials and services covered under the Contract through a separate competitive procurement procedure, whenever Commonwealth deems it to be in its best interest.

### **V.9. CONTRACT-007.3 Prior Notice (Oct 2006)**

The Contractor is required to notify the Commonwealth Delivery Location when shipment is to be made in order that a Commonwealth representative may be present to receive the Contract Item(s) when they are delivered.

### **V.10. CONTRACT-007.11 Pallets (Oct 2006)**

All materials delivered under this Contract must be delivered on non-returnable wooden pallets so that they can be unloaded using a forklift. The total height of the palletted materials (including the height of the pallet) must not exceed 52 inches. Each carton in the pallet must have the commodity code and purchase order number on the outside of the carton. A packing slip must accompany each shipment.

### **V.11. CONTRACT-008.1a Warranties (Oct 2006)**

## Appendix A, CONTRACT TERMS AND CONDITIONS

The Contractor warrants that all items furnished and all services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials. Unless otherwise stated in the Contract, all items are warranted for a period of one year following delivery by the Contractor and acceptance by the Commonwealth. The Contractor shall repair, replace or otherwise correct any problem with the delivered item. When an item is replaced, it shall be replaced with an item of equivalent or superior quality without any additional cost to the Commonwealth.

### **V.12. CONTRACT-009.1a Patent, Copyright, Trademark, and Trade Secret Protection (Oct 2013)**

- (a) The Contractor shall hold the Commonwealth harmless from any suit or proceeding which may be brought by a third party against the Commonwealth, its departments, officers or employees for the alleged infringement of any United States or foreign patents, copyrights, or trademarks, or for a misappropriation of trade secrets arising out of performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by the Contractor, and in any such suit or proceeding will satisfy any final award for such infringement, including costs. The Commonwealth agrees to give Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act 71 P.S. Section 732-101, et seq., the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under the terms it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits. No settlement which prevents the Commonwealth from continuing to use the Developed Materials as provided herein shall be made without the Commonwealth's prior written consent. In all events, the Commonwealth shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing. It is expressly agreed by the Contractor that, in the event it requests that the Commonwealth to provide support to the Contractor in defending any such claim, the Contractor shall reimburse the Commonwealth for all expenses (including attorneys' fees, if such are made necessary by the Contractor's request) incurred by the Commonwealth for such support. If OAG does not delegate the defense of the matter, the Contractor's obligation to indemnify ceases. The Contractor will, at its expense, provide whatever cooperation OAG requests in the defense of the suit.
- (b) The Contractor agrees to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Contractor certifies that, in all respects applicable to this Contract, it has exercised and will continue to exercise due diligence to ensure that all works produced under this Contract do not infringe on the patents, copyrights, trademarks, trade secrets or other proprietary interests of any kind which may be held by third parties. The Contractor also

## Appendix A, CONTRACT TERMS AND CONDITIONS

agrees to certify that work produced for the Commonwealth under this contract shall be free and clear from all claims of any nature.

- (c) If the defense of the suit is delegated to the Contractor, the Contractor shall pay all damages and costs awarded therein against the Commonwealth. If information and assistance are furnished by the Commonwealth at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization.
- (d) If, in the Contractor's opinion, the products, materials, reports, studies, or computer programs furnished hereunder are likely to or do become subject to a claim of infringement of a United States patent, copyright, or trademark, or for a misappropriation of trade secret, then without diminishing the Contractor's obligation to satisfy any final award, the Contractor may, at its option and expense, substitute functional equivalents for the alleged infringing products, materials, reports, studies, or computer programs or, at the Contractor's option and expense, obtain the rights for the Commonwealth to continue the use of such products, materials, reports, studies, or computer programs.
- (e) If any of the products, materials, reports, studies, or computer programs provided by the Contractor are in such suit or proceeding held to constitute infringement and the use or publication thereof is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to publish or continue use of such infringing products, materials, reports, studies, or computer programs, replace them with non-infringing items, or modify them so that they are no longer infringing.
- (f) If the Contractor is unable to do any of the preceding, the Contractor agrees to pay the Commonwealth:
  - (i) any amounts paid by the Commonwealth less a reasonable amount based on the acceptance and use of the deliverable;
  - (ii) any license fee less an amount for the period of usage of any software; and
  - (iii) the prorated portion of any service fees representing the time remaining in any period of service for which payment was made
- (g) The obligations of the Contractor under this Section continue without time limit and survive the termination of this contract.
- (h) Notwithstanding the above, the Contractor will have no obligation for:
  - (i) modification of any product, service, or deliverable provided by the Commonwealth;

## Appendix A, CONTRACT TERMS AND CONDITIONS

- (ii) any material provided by the Commonwealth to the Contractor and incorporated into, or used to prepare, a service, product or deliverable;
  - (iii) use of product, service or deliverable in other than its specified operating environment;
  - (iv) the combination, operation, or use of the product, service, or deliverable with other products, services, or deliverables not provided by the Contractor as a system or combination, operation, or use of the product service, or deliverable, with any products, data, or apparatus that the Contractor did not provide;
  - (v) infringement of a non-Contractor product alone;
  - (vi) the Commonwealth's distribution, marketing or use beyond the scope contemplated by the Contract, or
  - (vii) the Commonwealth's failure to use corrections or enhancements made available to the Commonwealth by the Contractor at no charge.
- (i) The obligation to indemnify the Commonwealth, under the terms of this Section, shall be the Contractor's sole and exclusive obligation for the infringement or misappropriation of intellectual property.

### V.13. CONTRACT-010.1a Acceptance (Oct 2006)

No item(s) received by the Commonwealth shall be deemed accepted until the Commonwealth has had a reasonable opportunity to inspect the item(s). Any item(s) which is discovered to be defective or fails to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the item(s) or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection. It shall thereupon become the duty of the Contractor to remove rejected item(s) from the premises without expense to the Commonwealth within **fifteen (15) days** after notification. Rejected item(s) left longer than **fifteen (15) days** will be regarded as abandoned, and the Commonwealth shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale which represents the Commonwealth's costs and expenses in regard to the storage and sale of the item(s). Upon notice of rejection, the Contractor shall immediately replace all such rejected item(s) with others conforming to the specifications and which are not defective. If the Contractor fails, neglects or refuses to do so, the Commonwealth shall then have the right to procure a corresponding quantity of such item(s), and deduct from any monies due or that may thereafter become due to the Contractor, the difference between the price stated in the Contract and the cost thereof to the Commonwealth..

### V.14. CONTRACT-010.3 Rejected Material Not Considered Abandoned (Oct 2013)

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The Commonwealth shall have the right to not regard any rejected material as abandoned and to demand that the Contractor remove the rejected material from the premises within **thirty (30) days** of notification. The Contractor shall be responsible for removal of the rejected material as well as proper clean-up. If the Contractor fails or refuses to remove the rejected material as demanded by the Commonwealth, the Commonwealth may seek payment from, or set-off from any payments due to the Contractor under this or any other Contract with the Commonwealth, the costs of removal and clean-up. This is in addition to all other rights to recover costs incurred by the Commonwealth.

### **V.15. CONTRACT-011.1a Compliance with Law (Oct 2006)**

The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the Contract.

### **V.16. CONTRACT-012.1 Contract Scope (Oct 2013)**

If the Contractor must perform work at a Commonwealth facility outside of the daily operational hours set forth by the Commonwealth, it must make arrangements with the Commonwealth to assure access to the facility and equipment. No additional payment will be made on the basis of lack of access, unless the Commonwealth fails to provide access as set out in the Contract.

Except as set out in this Contract, the Contractor shall not offer for sale or provide Commonwealth agencies with any hardware or software (i.e., personal computers, file servers, laptops, personal computer packaged software, etc.). Contractor may recommend the use of tools such as hardware and software, without requiring agencies to purchase those tools. Software tools that are NOT on statewide contract will be acquired through separately procured purchase agreements, and the Contractor shall not be considered for award of such agreements if it has recommended their use.

Contractor shall comply with the IT standards and policies issued by the Governor's Office of Administration, Office for Information Technology (OA/OIT) (located at: <https://www.oa.pa.gov/Policies/Pages/itp.aspx> including the accessibility standards set out in IT Policy **ACC001, IT Accessibility Policy**). The Contractor shall ensure that Services procured under this Contract comply with the applicable standards. In the event such standards change during Contractor's performance, and the Commonwealth requests that Contractor comply with the changed standard, then any incremental costs incurred by Contractor to comply with such changes shall be paid for pursuant to a change order to the Contract.

### **V.17. CONTRACT-013.1 Environmental Provisions (Oct 2006)**

In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including, but not limited to: the Clean Streams Law Act of June 22, 1937 (P.L. 1987, No. 394), as amended 35 P.S. Section 691.601 et seq.; the Pennsylvania Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. Section 6018.101 et seq.; and the Dam Safety and Encroachment Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended, 32 P.S. Section 693.1.



## Appendix A, CONTRACT TERMS AND CONDITIONS

### V.18. CONTRACT-014.1 Post-Consumer Recycled Content (June 2016)

Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Contract must meet the minimum percentage levels for total recycled content as specified by the Environmental Protection Agency in its Comprehensive Procurement Guidelines, which can be found at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

### V.19. CONTRACT-014.3 Recycled Content Enforcement (Feb 2009)

The Contractor may be required, after delivery of the Contract item(s), to provide the Commonwealth with documentary evidence that the item(s) was in fact produced with the required minimum percentage of post-consumer and recovered material content.

### V.20. CONTRACT-015.1A Compensation/Expenses (May 2008)

The Contractor shall be required to perform the specified services at the price(s) quoted in the Contract. All services shall be performed within the time period(s) specified in the Contract. The Contractor shall be compensated only for work performed to the satisfaction of the Commonwealth. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract.

### V.21. CONTRACT-015.2 Billing Requirements (February 2012)

Unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing, the Contractor shall include in all of its invoices the following minimum information:

- Vendor name and "Remit to" address, including SAP Vendor number;
- Bank routing information, if ACH;
- SAP Purchase Order number;
- Delivery Address, including name of Commonwealth agency;
- Description of the supplies/services delivered in accordance with SAP Purchase Order (include purchase order line number if possible);
- Quantity provided;
- Unit price;
- Price extension;
- Total price; and
- Delivery date of supplies or services.

If an invoice does not contain the minimum information set forth in this section, the Commonwealth may return the invoice as improper. If the Commonwealth returns an invoice as improper, the time for processing a payment will be suspended until the Commonwealth receives a correct invoice. The Contractor may not receive payment until the Commonwealth has received a correct invoice.

## Appendix A, CONTRACT TERMS AND CONDITIONS

Contractors are required to establish separate billing accounts with each using agency and invoice them directly. Each invoice shall be itemized with adequate detail and match the line item on the Purchase Order. In no instance shall any payment be made for services to the Contractor that are not in accordance with the prices on the Purchase Order, the Contract, updated price lists or any discounts negotiated by the purchasing agency.

### V.22. CONTRACT-016.1 Payment (Oct 2006)

The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Contract; (b) **thirty (30) days** after a proper invoice actually is received at the “Bill To” address if a date on which payment is due is not specified in the Contract (a “proper” invoice is not received until the Commonwealth accepts the service as satisfactorily performed); or (c) the payment date specified on the invoice if later than the dates established by and (b) above. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within **fifteen (15) days** after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with [Act No. 266 of 1982](#) and [regulations](#) promulgated pursuant thereto. Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications. The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.

The Commonwealth shall have the option of using the Commonwealth purchasing card to make purchases under the Contract or Purchase Order. The Commonwealth’s purchasing card is similar to a credit card in that there will be a small fee which the Contractor will be required to pay and the Contractor will receive payment directly from the card issuer rather than the Commonwealth. Any and all fees related to this type of payment are the responsibility of the Contractor. In no case will the Commonwealth allow increases in prices to offset credit card fees paid by the Contractor or any other charges incurred by the Contractor, unless specifically stated in the terms of the Contract or Purchase Order.

### V.23. CONTRACT-016.2 – Electronic Funds Transfer (February 2014)

- (a) The Commonwealth will make contract payments through the Automated Clearing House (ACH). Within **10 days** of award of the contract or purchase order, the contractor must submit or must have already submitted their ACH information within their user profile in the Commonwealth’s procurement system (SRM).
- (b) The contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of

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Pennsylvania's ACH remittance advice to enable the contractor to properly apply the state agency's payment to the invoice submitted.

- (c) It is the responsibility of the contractor to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

### **V.24. CONTRACT-017.1 Taxes (Dec 5 2006)**

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 23-23740001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this section is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

### **V.25. CONTRACT-018.1 Assignment of Antitrust Claims (Oct 2006)**

The Contractor and the Commonwealth recognize that in actual economic practice, overcharges by the Contractor's suppliers resulting from violations of state or federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of the Contract, and intending to be legally bound, the Contractor assigns to the Commonwealth all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products and services which are the subject of this Contract.

### **V.26. CONTRACT-019.1 Hold Harmless Provision (Nov 30 2006)**

- (a) The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the [Commonwealth Attorneys Act](#) (71 P.S. Section 732-101, *et seq.*), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.

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- (b) Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

### V.27. CONTRACT-020.1 Audit Provisions (Oct 2006)

The Commonwealth shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit the books, documents and records of the Contractor to the extent that the books, documents and records relate to costs or pricing data for the Contract. The Contractor agrees to maintain records which will support the prices charged and costs incurred for the Contract. The Contract shall preserve books, documents and records that relate to costs or pricing data for the Contract for a period of **three (3) years** from the date of final payment. The Contractor shall give full and free access to all records to the Commonwealth and/or their authorized representatives.

### V.28. CONTRACT-020.2 Single Audit Clause (Dec 27, 2007)

In compliance with the *Single Audit Act of 1984*, the Contractor agrees to the following:

- (a) This Contract is subject to audit by federal and state agencies or their authorized representative in accordance with the auditing standards promulgated by the Comptroller General of the United States and specified in Government Auditing Standards, 1994 Revisions ([Yellow Book](#)).
- (b) The audit requirement of this Contract will be satisfied if a single audit is performed under the provisions of the [Single Audit Act of 1984](#), 31 U.S.C. Section 7501, *et seq.*, and all rules and regulations promulgated pursuant to the Act.
- (c) The Commonwealth reserves the right for federal and state agencies or their authorized representatives to perform additional audits of a financial/compliance, economy/efficiency, or program results nature, if deemed necessary.

The Contractor further agrees to comply with requirements that may be issued by the state agency upon receipt of additional guidance received from the federal government regarding the *Single Audit Act of 1984*.

### V.29. CONTRACT-021.1 Default (Oct 2013)

- (a) The Commonwealth may, subject to the Force Majeure provisions of this Contract, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the Termination Provisions of this Contract) the whole or any part of this Contract or any Purchase Order for any of the following reasons:

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- (i) Failure to begin work within the time specified in the Contract or Purchase Order or as otherwise specified;
- (ii) Failure to perform the work with sufficient labor, equipment, or material to ensure the completion of the specified work in accordance with the Contract or Purchase Order terms;
- (iii) Unsatisfactory performance of the work;
- (iv) Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;
- (v) Improper delivery;
- (vi) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;
- (vii) Delivery of a defective item;
- (viii) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
- (ix) Discontinuance of work without approval;
- (x) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
- (xi) Insolvency or bankruptcy;
- (xii) Assignment made for the benefit of creditors;
- (xiii) Failure or refusal within **10 days** after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
- (xiv) Failure to protect, to repair, or to make good any damage or injury to property;
- (xv) Breach of any provision of the Contract;
- (xvi) Failure to comply with representations made in the Contractor's bid/proposal; or
- (xvii) Failure to comply with applicable industry standards, customs, and practice.

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- (b) In the event that the Commonwealth terminates this Contract or any Purchase Order in whole or in part as provided in Subsection (a) above, the Commonwealth may procure, upon such terms and in such manner as it determines, items similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical items included within the terminated part of the Contract or Purchase Order.
- (c) If the Contract or a Purchase Order is terminated as provided in Subsection (a) above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such partially completed items, including, where applicable, reports, working papers and other documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract or Purchase Order as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Contract price. Except as provided below, payment for partially completed items including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and Contracting Officer. The Commonwealth may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the Commonwealth against loss.
- (d) The rights and remedies of the Commonwealth provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- (e) The Commonwealth's failure to exercise any rights or remedies provided in this section shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.
- (f) Following exhaustion of the Contractor's administrative remedies as set forth in the Contract Controversies Provision of the Contract, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

### **V.30. CONTRACT-022.1 Force Majeure (Oct 2006)**

In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Contractor, may suspend all or a portion of the Contract or Purchase Order.

Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but aren't limited to, acts of God or

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war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The Contractor shall notify the Commonwealth orally within **five (5) days** and in writing within **ten (10) days** of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the contract is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the Commonwealth may reasonably request. After receipt of such notification, the Commonwealth may elect to cancel the Contract, cancel the Purchase Order, or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Contractor, may suspend all or a portion of the Contract or Purchase Order.

### V.31. CONTRACT-023.1b Termination (Oct 2013)

(a) For Convenience

- (i) The Commonwealth may terminate this Contract without cause by giving Contractor **thirty (30) calendar days** prior written notice (Notice of Termination) whenever the Commonwealth shall determine that such termination is in the best interest of the Commonwealth (Termination for Convenience). Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance under this Contract is terminated either in whole or in part and the date on which such termination becomes effective.

In the event of termination hereunder, Contractor shall receive payment for the following:

- (1) all Services performed consistent with the terms of the Contract prior to the effective date of termination;
- (2) and all actual and reasonable costs incurred by Contractor as a result of the termination of the Contract.

In no event shall the Contractor be paid for any loss of anticipated profit (by the Contractor or any Subcontractor), loss of use of money, or administrative or overhead costs.

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Failure to agree on any termination costs shall be a dispute handled in accordance with CONTRACT CONTROVERSIES provision of this Contract.

- (ii) The Contractor shall cease Services as of the date set forth in the Notice of Termination, and shall be paid only for such Services as have already been satisfactorily rendered up to and including the termination date set forth in said notice, or as may be otherwise provided for in said Notice of Termination, and for such services performed during the **thirty (30) calendar day** notice period, if such services are requested by the Commonwealth, for the collection, assembling, and transmitting to the Commonwealth of at least all materials, manuals, magnetic media, studies, drawings, computations, maps, supplies, and survey notes including field books, which were obtained, prepared, or developed as part of the Services required under this Contract.
- (iii) The above shall not be deemed to limit the Commonwealth's right to terminate this Contract for any reason as permitted by the other provisions of this Contract, or under applicable law.

### (b) Non-Appropriation

Any payment obligation or portion thereof of the Commonwealth created by this Contract is conditioned upon the availability and appropriation of funds. When funds (state or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract. The Contractor shall be reimbursed in the same manner as that described in this section related to Termination for Convenience to the extent that appropriated funds are available.

### (c) Default

The Commonwealth may, in addition to its other rights under this Contract, terminate this Contract in whole or in part by providing written notice of default to the Contractor if the Contractor materially fails to perform its obligations under the Contract and does not cure such failure within **thirty (30) days** or, if a cure within such period is not practical, commence a good faith effort to cure such failure to perform within the specified period or such longer period as the Commonwealth may specify in the written notice specifying such failure, and diligently and continuously proceed to complete the cure. The Contracting Officer shall provide any notice of default or written cure notice for Contract terminations.

- (i) Subject to the LIMITATION OF LIABILITY provision of this Contract, in the event the Commonwealth terminates this Contract in whole or in part as provided in this Subsection, the Commonwealth may procure



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services similar to those so terminated, and the Contractor, in addition to liability for any liquidated damages, shall be liable to the Commonwealth for the difference between the Contract price for the terminated portion of the services and the actual and reasonable cost (but in no event greater than the fair market value) of producing substitute equivalent services for the terminated services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this section.

- (ii) Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control of the Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, work stoppages, freight embargoes, acts of terrorism, and unusually severe weather. The Contractor shall notify the Contracting Officer promptly in writing of its inability to perform because of a cause beyond the control of the Contractor.
  - (iii) Nothing in this Subsection shall abridge the Commonwealth's right to suspend, debar, or take other administrative action against the Contractor.
  - (iv) If it is later determined that the Commonwealth erred in terminating the Contract for default, then the Contract shall be deemed to have been terminated for convenience under Subsection (a).
  - (v) If this Contract is terminated as provided by this Subsection (c), the Commonwealth may, in addition to any other rights provided in this Subsection, and subject to the OWNERSHIP RIGHTS provision of this Contract, require the Contractor to deliver to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such reports and other documentation as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract as has been terminated. Payment for such reports and documentation will be made consistent with the Contract.
- (d) The rights and remedies of the Commonwealth provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- (e) The Commonwealth's failure to exercise any rights or remedies provided in this Section shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.

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- (f) Following exhaustion of the Contractor's administrative remedies as set forth in the CONTRACT CONTROVERSIES provision of this Contract, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

### V.32. CONTRACT-024.1 Contract Controversies (Oct 2011)

- (a) In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within sixty (60) days thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program.
- (b) If the Contractor or the contracting officer requests mediation and the other party agrees, the contracting officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required **120 days** after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within **120 days** of the receipt of the claim, unless extended by consent of the contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting officer fails to issue a final determination within the **120 days** (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.
- (c) Within **fifteen (15) days** of the mailing date of the determination denying a claim or within **135 days** of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

### V.33. CONTRACT-025.1 Assignability and Subcontracting (Oct 2013)

- (a) Subject to the terms and conditions of this section, this Contract shall be binding upon the parties and their respective successors and assigns.
- (b) The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written

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consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.

- (c) The Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- (d) Notwithstanding the foregoing, the Contractor may, without the consent of the Contracting Officer, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Contracting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.
- (e) For the purposes of this Contract, the term “assign” shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.
- (f) Any assignment consented to by the Contracting Officer shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.
- (g) A change of name by the Contractor, following which the Contractor’s federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give the Contracting Officer written notice of any such change of name.

### **V.34. CONTRACT-026.1 Other Contractors (Oct 2006)**

The Commonwealth may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with other contractors and Commonwealth employees, and coordinate its work with such additional work as may be required. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees. This section shall be included in the Contracts of all contractors with which this Contractor will be required to cooperate. The Commonwealth shall equitably enforce this section as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

### **V.35. CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (August 2018)**

The Contractor agrees:

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- (a) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- (b) Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
- (c) Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
- (d) Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act or National Labor Relations Act, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- (e) The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
- (f) The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- (g) The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual

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harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers’ subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

- (h) The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- (i) The Contractor’s and each subcontractor’s obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- (j) The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

### V.36. CONTRACT-028.1 Contractor Integrity Provisions (Jan 2015)

It is essential that those who seek to contract with the Commonwealth of Pennsylvania (“Commonwealth”) observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

- (a) DEFINITIONS. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
  - (i) “Affiliate” means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.

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- (ii) “Consent” means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
  - (iii) “Contractor” means the individual or entity, that has entered into this contract with the Commonwealth.
  - (iv) “Contractor Related Parties” means any affiliates of the Contractor and the Contractor’s executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
  - (v) “Financial Interest” means either:
    - (1) Ownership of more than a five percent interest in any business; or
    - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
  - (vi) “Gratuity” means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor’s Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
  - (vii) “Non-bid Basis” means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- (b) In furtherance of this policy, Contractor agrees to the following:
- (i) Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.
  - (ii) Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily

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frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

- (iii) Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- (iv) Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than the Contractor's submission of the contract signed by Contractor.
- (v) Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
  - (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
  - (3) had any business license or professional license suspended or revoked;
  - (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
  - (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract

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may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- (vi) Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).
- (vii) When contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- (viii) Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that is has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- (ix) Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance



## **Appendix A, CONTRACT TERMS AND CONDITIONS**

with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

- (x) For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation or otherwise.

### **V.37. CONTRACT-029.1 Contractor Responsibility Provisions (Nov 2010)**

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

- (a) The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.

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- (b) The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- (c) The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- (d) The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- (e) The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- (f) The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <https://www.dgs.pa.gov> or contacting the:

Department of General Services  
Office of Chief Counsel  
603 North Office Building  
Harrisburg, PA 17125  
Telephone No: (717) 783-6472  
FAX No: (717) 787-9138

### V.38. CONTRACT-030.1 Americans with Disabilities Act (Oct 2006)

- (a) Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. Section 35.101 et seq., the Contractor

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understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this contract, the Contractor agrees to comply with the “General Prohibitions Against Discrimination,” 28 C.F.R. Section 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.

- (b) The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor’s failure to comply with the provisions of Subsection (a) above.

### V.39. CONTRACT-031.1 Hazardous Substances (April 2017)

The Contractor shall provide information to the Commonwealth about the identity and hazards of hazardous substances supplied or used by the Contractor in the performance of the Contract. The Contractor must comply with Act 159 of October 5, 1984, known as the “Worker and [Community Right to Know Act](#)” (the “Act”) and the regulations promulgated pursuant thereto at [34 Pa. Code Section 301.1 - 323.6](#).

- (a) Labeling. The Contractor shall ensure that each individual product (as well as the carton, container or package in which the product is shipped) of any of the following substances (as defined by the Act and the regulations) supplied by the Contractor is clearly labeled, tagged or marked with the information listed in paragraphs (i) through (iv):
  - (i) Hazardous substances:
    - (1) The chemical name or common name,
    - (2) A hazard warning, and
    - (3) The name, address, and telephone number of the manufacturer.
  - (ii) Hazardous mixtures:
    - (1) The common name, but if none exists, then the trade name,
    - (2) The chemical or common name of special hazardous substances comprising .01% or more of the mixture,
    - (3) The chemical or common name of hazardous substances consisting 1.0% or more of the mixture,

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- (4) A hazard warning, and
  - (5) The name, address, and telephone number of the manufacturer.
- (iii) Single chemicals:
- (1) The chemical name or the common name,
  - (2) A hazard warning, if appropriate, and
  - (3) The name, address, and telephone number of the manufacturer.
- (iv) Chemical Mixtures:
- (1) The common name, but if none exists, then the trade name,
  - (2) A hazard warning, if appropriate,
  - (3) The name, address, and telephone number of the manufacturer, and
  - (4) The chemical name or common name of either the top five substances by volume or those substances consisting of 5.0% or more of the mixture.

A common name or trade name may be used only if the use of the name more easily or readily identifies the true nature of the hazardous substance, hazardous mixture, single chemical, or mixture involved.

Container labels shall provide a warning as to the specific nature of the hazard arising from the substance in the container.

The hazard warning shall be given in conformity with one of the nationally recognized and accepted systems of providing warnings, and hazard warnings shall be consistent with one or more of the recognized systems throughout the workplace. Examples are:

- NFPA 704, Identification of the Fire Hazards of Materials.
- National Paint and Coatings Association: Hazardous Materials Identification System.
- American Society for Testing and Materials, Safety Alert Pictorial Chart.
- American National Standard Institute, Inc., for the Precautionary Labeling of Hazardous Industrial Chemicals.

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Labels must be legible and prominently affixed to and displayed on the product and the carton, container, or package so that employees can easily identify the substance or mixture present therein.

- (b) Material Safety Data Sheet. The contractor shall provide Material Safety Data Sheets (MSDS) with the information required by the Act and the regulations for each hazardous substance or hazardous mixture. The Commonwealth must be provided an appropriate MSDS with the initial shipment and with the first shipment after an MSDS is updated or product changed. For any other chemical, the contractor shall provide an appropriate MSDS, if the manufacturer, importer, or supplier produces or possesses the MSDS. The contractor shall also notify the Commonwealth when a substance or mixture is subject to the provisions of the Act. Material Safety Data Sheets may be attached to the carton, container, or package mailed to the Commonwealth at the time of shipment.

### **V.40. CONTRACT-032.1 Covenant Against Contingent Fees (Oct 2006)**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Commonwealth shall have the right to terminate the Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

### **V.41. CONTRACT-033.1 Applicable Law (Oct 2006)**

This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts.

The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

### **V.42. CONTRACT-034.1a Integration – RFP (Dec 12 2006)**

This Contract, including the Request for Proposals, Contractor's Proposal, Contractor's Best and Final Offer, if any, all referenced documents, and any Purchase Order constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or

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contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

### **V.43. CONTRACT-034.3 Controlling Terms and Conditions (Aug 2011)**

The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the Commonwealth. All quotations requested and received from the Contractor are for obtaining firm pricing only.

Other terms and conditions or additional terms and conditions included or referenced in the Contractor's quotations, invoices, business forms, or other documentation shall not become part of the parties' agreement and shall be disregarded by the parties, unenforceable by the Contractor and not binding on the Commonwealth.

### **V.44. CONTRACT-035.1b Changes (Oct 2013)**

- (a) At any time during the performance of the Contract, the Commonwealth or the Contractor may request a change to the Contract. Contractor will make reasonable efforts to investigate the impact of the change request on the price, timetable, specifications, and other terms and conditions of the Contract. If the Commonwealth is the requestor of the change, the Contractor will inform the Commonwealth if there will be any charges for the Contractor's services in investigating the change request prior to incurring such charges. If the Commonwealth and the Contractor agree on the results of the investigation and any necessary amendments to the Contract, the parties must complete and execute a change notice to modify the Contract and implement the change. The change request will be evidenced by a Purchase Order issued by the Commonwealth. No work may begin on the change request until the Contractor has received the Purchase Order. If the parties cannot agree upon the results of the investigation or the necessary amendments to the Contract, the change request will not be implemented and, if the Contractor initiated the change request it may elect to handle the matter in accordance with the CONTRACT CONTROVERSIES provision of this Contract.
- (b) Changes outside the scope of this Contract shall be accomplished through the Commonwealth's normal procurement procedures, and may result in an amended Contract or a new contract. No payment will be made for services outside of the scope of the Contract for which no amendment has been executed, prior to the provision of the services.

### **V.45. CONTRACT-036.1 Background Checks (February 2016)**

- (a) The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth facilities, either through on-site access or through

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remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <https://www.psp.pa.gov/Pages/Request-a-Criminal-History-Record.aspx>. The background check must be conducted prior to initial access and on an annual basis thereafter.

- (b) Before the Commonwealth will permit access to the Contractor, the Contractor must provide written confirmation that the background checks have been conducted. If, at any time, it is discovered that a Contractor employee has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the Commonwealth consents to the access, in writing, prior to the access. The Commonwealth may withhold its consent in its sole discretion. Failure of the Contractor to comply with the terms of this Section on more than one occasion or Contractor's failure to appropriately address any single failure to the satisfaction of the Commonwealth may result in the Contractor being deemed in default of its Contract.
- (c) The Commonwealth specifically reserves the right of the Commonwealth to conduct background checks over and above that described herein.
- (d) Access to certain Capitol Complex buildings and other state office buildings is controlled by means of card readers and secured visitors' entrances. Commonwealth contracted personnel who have regular and routine business in Commonwealth worksites may be issued a photo identification or access badge subject to the requirements of the contracting agency and DGS set forth in [Enclosure 3 of Commonwealth Management Directive 625.10 \(Amended\) Card Reader and Emergency Response Access to Certain Capitol Complex Buildings and Other State Office Buildings](#). The requirements, policy and procedures include a processing fee payable by the Contractor for contracted personnel photo identification or access badges.

### V.46. CONTRACT-037.1b Confidentiality (Oct 2013)

- (a) The Contractor agrees to protect the confidentiality of the Commonwealth's information. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed to be confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party. The parties agree that such confidential information shall not be copied, in whole or in part, except when essential for authorized use under this Contract. Each copy of such confidential information shall be marked by the party making the copy with all

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notices appearing in the original. Upon termination or cancellation of this Contract or any license granted hereunder, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession, other than one copy, which may be maintained for archival purposes only. Both parties agree that a material breach of these requirements may, after failure to cure within the time frame specified in this Contract, and at the discretion of the non-breaching party, result in termination for default.

- (b) The obligations stated in this Section do not apply to information:
  - (i) already known to the recipient at the time of disclosure;
  - (ii) independently generated by the recipient and not derived from the information supplied by the disclosing party;
  - (iii) known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;
  - (iv) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
  - (v) required to be disclosed by the recipient by law, regulation, court order, or other legal process.

### V.47. CONTRACT-038.1 Limitation of Liability (Oct 2013)

- (a) The Contractor's liability to the Commonwealth under this Contract shall be limited to the greater of **\$250,000** or the value of this Contract (including any amendments). This limitation will apply, except as otherwise stated in this Section, regardless of the form of action, whether in contract or in tort, including negligence. This limitation does not, however, apply to damages for:
  - (i) bodily injury;
  - (ii) death;
  - (iii) intentional injury;
  - (iv) damage to real property or tangible personal property for which the Contractor is legally liable; or
  - (v) the Contractor's indemnity of the Commonwealth for patent, copyright, trade secret, or trademark protection.



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- (b) In no event will the Contractor be liable for consequential or incidental damages unless otherwise specified in the Contract. Except as set out in the VIRUS AND MALICIOUS, MISCHIEVOUS OR DESTRUCTIVE PROGRAMMING provisions of the Contract, the Contractor will not be liable for damages due to lost records or data, unless otherwise specified in the Contract. Notwithstanding the foregoing, the Contractor shall provide reasonable assistance to the Commonwealth in restoring such lost records or data to their most recent backup copy.

### V.48. CONTRACT-039.1 Virus; Malicious, Mischievous or Destructive Programming (Oct 2013)

- (a) Notwithstanding any other provision in this Contract to the contrary, the Contractor shall be liable for any damage to any data and/or software owned or licensed by the Commonwealth if the Contractor or any of its employees, subcontractors or consultants introduces a virus or malicious, mischievous or destructive programming into the Commonwealth's software or computer networks and has failed to comply with the Commonwealth software security standards. The Commonwealth must demonstrate that the Contractor or any of its employees, subcontractors or consultants introduced the virus or malicious, mischievous or destructive programming. The Contractor's liability shall cease if the Commonwealth has not fully complied with its own software security standards.
- (b) The Contractor shall be liable for any damages incurred by the Commonwealth including, but not limited to, the expenditure of Commonwealth funds to eliminate or remove a computer virus or malicious, mischievous or destructive programming that result from the Contractor's failure to take proactive measures to keep virus or malicious, mischievous or destructive programming from originating from the Contractor or any of its employees, subcontractors or consultants through appropriate firewalls and maintenance of anti-virus software and software security updates (such as operating systems security patches, etc.).
- (c) In the event of destruction or modification of software, the Contractor shall eliminate the virus, malicious, mischievous or destructive programming, restore the Commonwealth's software, and be liable to the Commonwealth for any resulting damages.
- (d) The Contractor shall be responsible for reviewing Commonwealth software security standards and complying with those standards.
- (e) The Commonwealth may, at any time, audit, by a means deemed appropriate by the Commonwealth, any computing devices being used by representatives of the Contractor to provide services to the Commonwealth for the sole purpose of determining whether those devices have anti-virus software with current virus signature files and the current minimum operating system patches or workarounds

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have been installed. Devices found to be out of compliance will immediately be disconnected and will not be permitted to connect or reconnect to the Commonwealth network until the proper installations have been made.

- (f) The Contractor may use the anti-virus software used by the Commonwealth to protect Contractor's computing devices used in the course of providing services to the Commonwealth. It is understood that the Contractor may not install the software on any computing device not being used to provide services to the Commonwealth, and that all copies of the software will be removed from all devices upon termination of this Contract.
- (g) The Commonwealth will not be responsible for any damages to the Contractor's computers, data, software, etc. caused as a result of the installation of the Commonwealth's anti-virus software or monitoring software on the Contractor's computers.
  - (i) Notwithstanding any other provision in this Contract to the contrary, if the Contractor or any of its employees, subcontractors or consultants introduces a virus or malicious, mischievous or destructive programming into the Commonwealth's software or computer networks and has failed to comply with the Commonwealth software security standards, and provided further that the Commonwealth can demonstrate that the virus or malicious, mischievous or destructive programming was introduced by the Contractor or any of its employees, subcontractors or consultants, the Contractor shall be liable for any damage to any data and/or software owned or licensed by the Commonwealth. The Contractor shall be liable for any damages incurred by the Commonwealth including, but not limited to, the expenditure of Commonwealth funds to eliminate or remove a computer virus or malicious, mischievous or destructive programming that result from the Contractor's failure to take proactive measures to keep virus or malicious, mischievous or destructive programming from originating from the Contractor, its servants, agents or employees through appropriate firewalls and maintenance of anti-virus software and software security updates (such as operating systems security patches, etc.). In the event of destruction or modification of software, the Contractor shall eliminate the virus, malicious, mischievous or destructive programming, restore the Commonwealth's software, and be liable to the Commonwealth for any resulting damages. The Contractor shall be responsible for reviewing Commonwealth software security standards in effect at the commencement of the Contract and complying with those standards. The Contractor's liability shall cease if the Commonwealth has not fully complied with its own software security standards.
  - (ii) The Contractor shall perform a security scan on any software or computer program developed by the Contractor or its subcontractors in a country other than the United States of America that may come in contact with the

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Commonwealth's software or computer networks. Contractor shall perform such security scan prior to introducing any such software or computer program into a Commonwealth development environment, test environment or production environment. The results of these security scans will be provided to the Commonwealth prior to installing into any Commonwealth development environment, test environment or production environment. The Commonwealth may perform, at its discretion, additional security scans on any software or computer program prior to installing in a Commonwealth environment as listed above.

- (iii) The Commonwealth may, at any time, audit, by a means deemed appropriate by the Commonwealth, any computing devices being used by representatives of the Contractor to provide services to the Commonwealth that will be connected to a Commonwealth network for the sole purpose of determining whether those devices have anti-virus software with current virus signature files and the current minimum operating system patches or workarounds have been installed. Devices found to be out of compliance will immediately be disconnected and will not be permitted to connect or reconnect to the Commonwealth network until the proper installations have been made. The Commonwealth shall not install any software or monitoring tools on the Contractor's equipment without the Contractor's written consent to do so.
- (iv) The Contractor may use the anti-virus software used by the Commonwealth to protect Contractor's computing devices used in the course of providing services to the Commonwealth. It is understood that the Contractor may not install the software on any computing device not being used to provide services to the Commonwealth, and that all copies of the software will be removed from all devices upon termination of this Contract.
- (v) Neither the Commonwealth nor the Issuing Agency will be responsible for any damages to the Contractor's computers, data, software, etc. caused as a result of the installation of the Commonwealth's anti-virus software or monitoring software on the Contractor's computers.

### **V.49. CONTRACT-042.1 Installment Purchase Additional Terms and Conditions (Oct 2013)**

To the extent that the Contractor offers the Commonwealth or any purchasing agency ("Purchaser") the option to pay for any items covered by the Contract in installments over time, these Installment Purchase Terms And Conditions shall, in addition to the other terms and conditions of the Contract, govern the installment purchase, except to the extent the Contractor assigns an Installment Purchase to an Initial Assignee, in which case the Initial Assignee shall be bound to the obligations of the Contractor only as specified in these Installment Purchase Terms and Conditions. If a Purchaser desires to purchase items on an installment basis, the Purchaser

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shall indicate its Installment Purchase election on the PO issued to the Contractor (“Installment Purchase PO”). By issuing an Installment Purchase PO, the Purchaser explicitly agrees to these Installment Purchase Terms and Conditions. Any items covered by an Installment Purchase shall be called “Installment Items” in these Installment Purchase Terms and Conditions. To the extent that there is a conflict between the other terms and conditions of the Contract and these Installment Purchase Terms and Conditions, these Installment Purchase Terms and Conditions shall prevail to the extent that the Purchaser has elected an Installment Purchase option.

### (a) **Term of Installment Purchase**

The Contractor may provide any Installment Items under the Contract for any term up to 60 months. The Purchaser shall identify the term selected on the Installment Purchase PO. The Installment Purchase term shall commence on the date the Purchaser accepts the Installment Items by executing the Acceptance Certificate, and the term shall continue for the length specified on the Installment Purchase PO. The form of the Acceptance Certificate is attached as **Appendix H** to the RFP.

If the Contractor delivers the Contract items in more than one delivery, unless otherwise specified in the Specifications for this procurement, the Purchaser will provide separate acceptance certificates for each delivery of the items, and the Purchaser will make separate payments for the Contract items corresponding to the amount of Contract items delivered and accepted **30 days** prior to the payment due date.

### (b) **Payments**

- (i) Full Term Intention. The Purchaser shall pay the applicable monthly payment for the Installment Items. The Purchaser shall continue payment for the full Installment Purchase term, unless the Purchaser terminates the Installment Purchase, either for Contractor default as set forth in the Default provision of the Contract or for non-appropriation of funds as specified in this section.
- (ii) Non-Appropriation. The Purchaser’s obligation is payable only and solely from funds allotted for the purpose of the Installment Purchase. If sufficient funds are not appropriated for continuation of performance under any Installment Purchase for any fiscal year subsequent to the one in which the Purchaser issued the Installment Purchase PO, the Purchaser may return the Installment items to the Contractor/Initial Assignee (as applicable), and thereafter the Contractor/Initial Assignee will release the Purchaser of all further obligations under the Installment Purchase, provided:
  - (1) The Purchaser delivers unencumbered title to the Installment items to the contractor or Initial Assignee (if applicable);

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- (2) The Purchaser returns the Installment items to the Contractor/Initial Assignee in good condition, reasonable wear and tear excepted; and
- (3) The Purchaser gives **30 days** written notice of the failure of appropriations to the Contractor/Initial Assignee, along with a certification that the Installment Items are not being replaced by similar items from another vendor. In the event the Purchaser returns the Installment Items for failure of appropriations, the Purchaser shall pay all amounts then due under the Installment Purchase through the end of the fiscal year for which sufficient funds were appropriated for the Installment Purchase.

### (c) **Title and Security Interest**

- (i) The title to the Installment Items shall pass to the Purchaser at the time and place of delivery to the Purchaser of each unit of equipment. The Contractor or its Initial Assignee shall have a purchase money security interest in the Installment Items until payment of all installments as set forth in the payment schedule are made, or if the Purchaser prepays its installments, upon payment of the agreed amount between the Contractor and the Purchaser as set forth in Subsection (i) of this Section.
  - (1) Upon payment of the final installment or other concluding payment option, neither the Contractor nor its assignee shall have any further interest in the Installment Items.
  - (2) The Installment Items shall remain personal property and shall not become a fixture or affixed to real property without consent of the Contractor/assignee.
  - (3) At the request of the Contractor or Initial Assignee, the Purchaser will join the Contractor/assignee in executing one or more UCC-1 financing statements.
  - (4) The Purchaser will keep the Installment Items free and clear of all encumbrances except the Contractor's/assignee's security interest.

### (d) **Use and Location of, And Alteration to Installment Items**

The Purchaser shall keep the Installment Items within the confines of the Commonwealth of Pennsylvania and shall inform the Contractor/Initial Assignee upon request of the location of the Installment Items. The Purchaser, at its own cost and expense, shall maintain the Installment Items in good operating condition and will not use or deal with the Installment Items in any manner which is

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inconsistent with the terms of the Contract or any applicable laws and regulations. The Purchaser agrees not to misuse, abuse, or waste the Installment Items and the Purchaser will not allow the Installment Items to deteriorate, except for ordinary wear and tear resulting from their intended use. No alterations, changes, or modifications to the Installment Items shall be made without the approval of the Contractor/Initial Assignee.

### **(e) Assumption of Risks**

(i) The Purchaser shall, after acceptance of the Installment Items, assume and bear the risk of damage to, or loss or theft of, the Installment Items (including all component parts) from any cause other than action or inaction of the Contractor/assignee. The loss or damage of the Installment Items shall not impair any obligation of the Purchaser under these Installment Purchase Terms and Conditions, which shall continue in full force and effect. In the event that all or part of the Installment Items shall, as a result of the above-mentioned causes, become, in the Purchaser's reasonable determination, lost, stolen, destroyed, rendered unusable, or irreparably damaged, then the Purchaser shall notify the Contractor/assignee in writing. At its option, the Purchaser shall elect either:

- (1) to replace the equipment either like equipment, or
- (2) to pay pro rata to the Contractor/assignee all payments then currently due according to the payment schedule, plus the pro rata principal portion of any remaining installments. The "pro rata principal portion of remaining installment payments" is that percentage of the principal portion of remaining installment payments as of the date of payment that the cost of the units of the equipment lost, stolen, destroyed, or rendered irreparably unusable or damaged bears to the total cost of the equipment determined by the amounts set forth in the field purchase order.
- (3) The Purchaser assumes all risks and liabilities for injury to or death of any person, or damage to any property, arising out of the Purchaser's possession, use, operation, condition, or storage of any Installment Items, as more fully set forth in Paragraph (i) of Subsection (g) of this Section.
- (4) The Purchaser agrees to insure the Installment Items as provided under Paragraph (ii) of Subsection (g) of this Section.

### **(f) Warranties**

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- (i) The Purchaser shall have the benefit of any and all manufacturer or supplier warranties for the Installment Items.
- (ii) The Contractor/Initial Assignee and any subsequent assignee warrants that neither the Contractor/Initial Assignee or subsequent assignee, nor anyone acting or claiming through these parties by assignment or otherwise, will interfere with the Purchaser's quiet enjoyment of the Installment Items so long as no event of default as defined in Subsection (j) of this Section shall have occurred and be continuing.

### (g) **Liability**

- (i) The Purchaser assumes all risks and liabilities for injury to or death of any person or damage to any property, arising out of the Purchaser's possession, use, operation, condition, or storage of any Installment Item, whether such injury or death be of agents or employees of the Purchaser or of third parties, and whether such property damage be to the Purchaser's property or the property of others; provided, however, that the damage or injury results from the action or inaction of the Purchaser, its agents or employees, and provided that judgment has been obtained against the Purchaser, its agents or employees. This provision shall not be construed to limit the governmental immunity of any Purchaser.
- (ii) The Purchaser shall, during the Installment Purchase term, either self-insure or purchase insurance to cover the risks it has assumed under Paragraph (i) of this Subsection, including but not limited to risks of public liability and property damage.

### (h) **Assignment**

- (i) The Purchaser shall not assign any Installment Purchase PO or other interest in the Installment items without the prior written consent of the Contractor or its assignee. The Contractor may assign, and/or grant security interests in whole or in part in, the Installment Purchase to an Initial Assignee, who in turn may further assign and/or grant a security interest in an Installment Purchase to a subsequent assignee without the Purchaser's consent. Any other Contractor assignment shall require the Purchaser's prior written consent. Upon written notice to the Purchaser, the Contractor may assign payments under any Installment Purchase to a third party.
- (ii) The Contractor may assign, without DGS or Purchaser consent, any Installment Purchase PO to a third party ("Initial Assignee") who will fund the purchase of the Installment Items. The Initial Assignee may take title to, and assume the right to receive all payments for, the Installment Items. The Contractor shall notify the Purchaser of any Installment

## Appendix A, CONTRACT TERMS AND CONDITIONS

Purchase PO assignment in its acknowledgment of the Installment Purchase PO to the Purchaser, providing the Purchaser with a copy of the assignment agreement between the Contractor and the Initial Assignee.

- (iii) Notwithstanding any provisions to the contrary in the Contract, in the event of an assignment to an Initial Assignee, the Initial Assignee shall be bound only to the Contractor's obligations specified in these Installment Purchase Terms and Conditions. An Initial Assignee shall not be responsible for any of the Contractor's additional representations, warranties, covenants, or obligations under the Contract Documents. By issuing an Installment Purchase PO, the Purchaser waives any claims it may have under the Installment Purchase against the Initial Assignee for any loss, damage, or expense caused by, defect in, or use or maintenance of any Installment Item. The Purchaser acknowledges that the Initial Assignee is not the supplier of the Installment Items and is not responsible for their selection or installation. After the ordering Purchaser executes, and the Initial Assignee receives, an acceptance certificate in the form attached to these Installment Purchase Terms and Conditions, if any portion of the Installment Items is unsatisfactory for any reason, the ordering Purchaser shall, nevertheless, continue to make payments under the applicable Installment Purchase terms and shall make any claim against the Contractor or the manufacturer, not against the Initial Assignee or any subsequent assignee of the Initial Assignee.
- (iv) After a Purchaser executes and the Initial Assignee receives an acceptance certificate:
  - (1) The Purchaser shall, regardless of whether any portion of the Installment Items is unsatisfactory for any reason, nevertheless, continue to make payments under the applicable Installment Purchase and shall make any claim relating to the Installment Items against the Contractor or the manufacturer, not against the Initial Assignee or any subsequent assignee; and
  - (2) The rights of the Initial Assignee and any subsequent assignee to receive payments are absolute and unconditional and shall not be affected by any defense or right of set-off.
- (v) Warranty Disclaimer

IN THE EVENT THE CONTRACTOR ASSIGNS AN INSTALLMENT PURCHASE TO AN INITIAL ASSIGNEE, SUCH INITIAL ASSIGNEE AND ANY SUBSEQUENT ASSIGNEE MAKE NO WARRANTY (OTHER THAN A WARRANTY OF QUIET ENJOYMENT OF THE INSTALLMENT ITEMS), EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE



## Appendix A, CONTRACT TERMS AND CONDITIONS

IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO THE INITIAL ASSIGNEE AND ANY SUBSEQUENT ASSIGNEE, THE PURCHASER TAKES THE EQUIPMENT AND ANY FINANCED ITEM "AS IS". IN NO EVENT SHALL THE INITIAL ASSIGNEE OR ANY SUBSEQUENT ASSIGNEE HAVE ANY LIABILITY FOR, NOR SHALL THE PURCHASER HAVE ANY REMEDY AGAINST, THE INITIAL ASSIGNEE OR ANY SUBSEQUENT ASSIGNEE FOR CONSEQUENTIAL DAMAGES, LOSS OF SAVINGS, OR LOSS OF USE.

### (i) **Financing and Prepayment**

- (i) If the Contractor is not the supplier of the Installment Items, the Contractor will pay the charges for the Installment Items directly to the supplier. In the event the Contractor assigns the Installment Purchase to an Initial Assignee, the Initial Assignee will pay the charges directly to the Contractor or the supplier, as applicable. If the Contractor has assigned payments under the Installment Purchase to an Initial Assignee, the Purchaser's obligation to make payments for the Installment Items for which the Purchaser has executed and delivered acceptance certificates shall not be affected by any discontinuance, return, or destruction of any license or licensed program materials, or by any Purchaser dissatisfaction with any Installment Item.
- (ii) The Purchaser may at any time elect to prepay its remaining Installment Purchase payments. The Purchaser shall provide notice of the intended prepayment date, which shall be at least one month after the date of the notice. Depending on market conditions at the time, the Contractor/Initial Assignee may reduce the balance of the remaining payments to reflect the requested prepayment and shall advise the Purchaser of the balance to be paid.
- (iii) If the Purchaser purchases Contract items related to an Installment Item prior to the expiration of the Installment Purchase terms, or if the Installment Purchase is terminated for any reason except non-appropriation as described in Subsection B of these Installment Purchase Terms and Conditions, and if the Installment Item has been delivered and the Purchaser has executed and delivered to the Contractor an acceptance certificate, the Purchaser shall prepay such Installment Item.

### (j) **Remedies for Default**

- (i) If the Purchaser does not make a required payment within **30 days** after its due date and such nonpayment continues for **15 days** after receipt of written notice from the Contractor/Initial Assignee that the Purchaser is

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delinquent in payment, if the Purchaser breaches any other provision under these Terms and Conditions and such breach continues for **15 days** after receipt of written notice of the breach from the Contractor/Initial Assignee, or if the Purchaser files any petition or proceeding (or has a petition or proceeding filed against it) under any bankruptcy, insolvency, or similar law, the Contractor/Initial Assignee may pursue and enforce the following remedies, individually or collectively:

- (1) Terminate the applicable Installment Purchase.
  - (2) Take possession of any or all Contract items in the Purchaser's possession, without any court order or other process of law. For such purpose, upon written notice of its intention to do so, the Contractor or its assignee may enter upon the premises where the Contract items may be and remove and repossess the Contract items, from the premises without being liable to the Purchaser in any action or legal proceedings. The Contractor/assignee may, at its option, sell the repossessed Contract items at public or private sale for cash or credit. The Purchaser shall be liable for the Contractor's/assignee's expenses of retaking possession, including without limitation the removal of the Contract items and placing the Contract items in good operating condition (if not in good operating condition at the time of removal) in accordance with the manufacturer's specifications. Repossessed Contract items shall include only those items that were purchased under the Installment Purchase.
  - (3) Recover from the Purchaser all payments then due, plus the net present value of the amount of the remaining payments. The present value of such remaining payments shall be calculated using a discount rate equal to the average of the weekly two- and three-year Treasury Constant Maturities published by the Federal Reserve Board for the last calendar week of the month preceding the contractor's/assignee's termination of the applicable Installment Purchase. The Treasury Constant Maturities are published in Statistical Release .15 and may be accessed via the Federal Reserve Board's Internet website.
- (ii) In the event of Contractor default under the Default provision of the Contract, the Purchaser may pursue one or more of the following remedies:
- (1) If the payments under the Installment Purchase have been assigned to an Initial Assignee, the Purchaser shall continue to make payments for those Contract Items which have been delivered and

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for which the Purchaser has provided acceptance certificates to the Contractor/Initial Assignee.

- (2) The Purchaser may cancel, without liability for payment, its order for any Contract items which have not been delivered and for which it has not issued acceptance certificates. In this instance, the amount of the Contract payments will be recalculated to take into consideration and pay for the actual number of Contract items which were delivered and accepted. If no Installment items have been delivered and accepted, the Purchaser may terminate the Installment Purchase without liability for any payment.
- (3) If payments have not been assigned, the Purchaser may set off or counterclaim any and all damages incurred by the Purchaser as a result of the contractor's default against its obligation to make payments.

### (k) **Compliance with Internal Revenue Code**

- (i) Tax Exempt Financing. If it intends to provide tax exempt financing, the Contractor/Initial Assignee must file, in timely fashion, any reports the Internal Revenue Service may require with respect to the order under the Internal Revenue Code (IRC). The Purchaser shall cooperate with the Contractor/Initial Assignee in the preparation and execution of these documents. The Purchaser shall also keep a copy of each notification of assignment with the Purchaser's counterpart of the order and shall not, during the Installment Purchase term, permit the Installment Items to be directly or indirectly used for a private business use within the meaning of Section 141 of the IRC.
- (ii) Governmental Status. Eligible Purchasers include State entities or political subdivisions of a State for the purpose of Section 103(a) of the IRC as well as tax exempt non-profit corporations and entities under 501(c)(4) of the IRC. Any misrepresentation of a Purchaser's status under the IRC shall constitute an event of default by the Purchaser. If the Internal Revenue Service rules that the Purchaser does not so qualify under either Section 103(a) or 501(c)(4) of the IRC, or if the Purchaser fails to cooperate with the Contractor/Initial Assignee in the preparation and execution of any reports required under Section 124 or 149 of the IRC (including 8038G and 8038GC forms), the Purchaser will, upon demand, pay the Contractor/Initial Assignee a sum the Contractor/Initial Assignee determines sufficient to return the Contractor/Initial Assignee to the economic status it would otherwise have received.

### (l) **Governing Law**

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All Purchases made under these Installment Purchase Terms and Conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, except that the parties agree that Article 2A of the Uniform Commercial Code shall not apply or govern transactions under these Installment Purchase Terms and Conditions.

(m) Notices

Service of all notices under these Installment Purchase Terms and Conditions shall be sufficient if delivered to the Purchaser at the address set forth in the applicable Installment Purchase PO, or to the Contractor/Initial Assignee at the address set forth in its acknowledgment of the Installment Purchase PO, including any attached document. Notices by mail shall be effective when deposited in the U.S. mail, properly addressed, with sufficient paid postage. Notices by hand or by overnight courier shall be effective when actually received.

### V.50. CONTRACT-043.1-1 Leasing Additional Terms and Conditions (Oct 2013)

To the extent that the Contractor offers the Commonwealth or any purchasing agency (“Lessee”) the option to lease any items covered by the Contract, these Leasing Terms And Conditions shall, in addition to the other terms and conditions of the Contract, govern the Lease, except to the extent the Contractor assigns a Lease to an Initial Assignee, in which case the Initial Assignee shall be bound to the obligations of the Contractor only as specified in these Leasing Terms and Conditions. If a Lessee desires to lease contract items, the Lessee shall indicate its leasing election on the PO issued to the Contractor (“Lease PO”). By issuing a Lease PO, the Lessee explicitly agrees to these Leasing Terms and Conditions. Any items covered by a Lease shall be called “Leased Property” in these Leasing Terms and Conditions. To the extent that there is a conflict between the other terms and conditions of the Contract and these Leasing Terms and Conditions, these Leasing Terms and Conditions shall prevail to the extent that the Lessee has elected a leasing option.

(a) **Term of Lease**

The Contractor may provide any Leased Property under the Contract for any term up to **60 months**, including a Fair Market Value Option for Lease/Purchases. The Lessee shall identify the term selected, as well as its election of either a Lease or Lease/Purchase option, on the Lease PO. The Lease term shall commence on the date the Lessee accepts the Leased Property by executing the Acceptance Certificate, and the term shall continue for the length specified on the Lease PO. The form of the Acceptance Certificate is attached as **Appendix H** to the RFP.

If the Contractor delivers the Leased Property in more than one delivery, unless otherwise specified in the Specifications for this procurement, the Lessee will provide separate acceptance certificates for each delivery of the items, and the Lessee will make periodic payments for the Leased Property corresponding to the

## Appendix A, CONTRACT TERMS AND CONDITIONS

amount of the Leased Property delivered and accepted **30 days** prior to the payment due date.

### (b) **Payments**

- (i) Full Term Intention. The Lessee shall pay the applicable monthly or annual rent payment for the Leased Property for the full Lease term, unless the Lessee terminates the Lease, either for Contractor default as set forth in the Default provision of the Contract or for non-appropriation of funds as specified in this section.
- (ii) Non-appropriation. The Lessee's obligation is payable only and solely from funds allotted for the purpose of the Lease. If sufficient funds are not appropriated for continuation of performance under any Lease for any fiscal year subsequent to the one in which the Lessee issued the Lease PO, the Lessee may return the Leased Property to the Contractor/Initial Assignee (as applicable), and thereafter the Contractor/Initial Assignee shall release the Lessee of all further obligations under the Lease, provided:
  - (1) The Lessee delivers unencumbered title to the Leased Property to the Contractor or Initial Assignee (if applicable);
  - (2) The Lessee returns the Leased Property to the Contractor/Initial Assignee in good condition, reasonable wear and tear excepted; and
  - (3) The Lessee gives **30 days** written notice of the failure of appropriations to the Contractor/Initial Assignee, along with a certification that the Leased Property is not being replaced by similar items from another vendor. In the event the Lessee returns the Leased Property for failure of appropriations, the Lessee shall pay all amounts then due under the Lease through the end of the fiscal year for which sufficient funds were appropriated for the Lease.

### (c) **Title**

- (i) Title to the Leased Property shall not pass to the Lessee but shall remain in the Contractor or Initial Assignee, whichever applies; except in the case of a Lease/Purchase, the title shall pass to the Lessee upon payment of the final installment or other concluding payment option.
  - (1) Upon payment of the final installment or other concluding payment option, neither the Contractor nor its assignee shall have any further interest in the Leased Property.

## **Appendix A, CONTRACT TERMS AND CONDITIONS**

- (2) The Leased Property shall remain personal property and shall not become a fixture or affixed to real property without consent of the Contractor/assignee.
- (3) At the request of the Contractor or Initial Assignee, the Lessee will join the Contractor/assignee in executing one or more UCC-1 financing statements.
- (4) The Lessee will keep the Leased Property free and clear of all encumbrances except the Contractor's/assignee's security interest.

### **(d) Use And Location Of, and Alteration to Leased Property**

The Lessee shall keep the Leased Property within the confines of the Commonwealth of Pennsylvania and shall inform the Contractor/Initial Assignee upon request of the location of the Leased Property. The Lessee, at its own cost and expense, shall maintain the Leased Property in good operating condition and will not use or deal with the Leased Property in any manner which is inconsistent with the terms of the Contract or any applicable laws and regulations. The Lessee agrees not to misuse, abuse, or waste the Leased Property and the Lessee will not allow the Leased Property to deteriorate, except for ordinary wear and tear resulting from their intended use. No alterations, changes, or modifications to the Leased Property shall be made without the approval of the Contractor/Initial Assignee.

### **(e) Risk of Loss**

The Contractor shall assume and bear the risk of loss or damage to, or theft of, the Leased Property and all component parts while the Leased Property or parts are in the Lessee's possession, unless the Lessee could have prevented such loss, damage, or theft by exercising reasonable care or diligence in the use, protection, or care of the Leased Property or parts. No loss or damage to the Leased Property or parts shall impair any Contractor or Lessee obligation under the Lease, except as expressly provided in these Leasing Terms and Conditions. If the damage could not have been prevented by the Lessee's exercise of reasonable care or diligence, and the Contractor determines the Leased Property or parts can be economically repaired, the Contractor shall repair or cause to be repaired all damages to the Leased Property or their parts. In the event that the any of the Leased Property or their parts are stolen or destroyed, or if in the Contractor's opinion they are rendered irreparable, unusable, or damaged, the affected Leased Property shall be considered a total loss and the Lease shall terminate as to that Leased Property, and the Lessee's obligation to pay rent for the affected Leased Property shall be deemed to have ceased as of the date of the loss.

### **(f) Warranties**

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- (i) The Lessee shall have the benefit of any and all manufacturer or supplier warranties for the Leased Property during the Lease term.
- (ii) The Contractor/Initial Assignee and any subsequent assignee warrants that neither the Contractor/Initial Assignee or subsequent assignee, nor anyone acting or claiming through these parties by assignment or otherwise, will interfere with the Lessee's quiet enjoyment of the Leased Property so long as no event of default as defined in Subsection (j) of this Section shall have occurred and be continuing.

### (g) **Liability**

- (i) The Lessee assumes all risks and liabilities for injury to or death of any person or damage to any property, arising out of the Lessee's possession, use, operation, condition, or storage of any Leased Property, whether such injury or death be of agents or employees of the Lessee or of third parties, and whether such property damage be to the Lessee's property or the property of others; provided, however, that the damage or injury results from the action or inaction of the Lessee, its agents or employees, and provided that judgment has been obtained against the Lessee, its agents or employees. This provision shall not be construed to limit the governmental immunity of any Lessee.
- (ii) The Lessee shall, during the Lease term, either self-insure or purchase insurance to cover the risks it has assumed under Paragraph (i) of this Subsection, including but not limited to risks of public liability and property damage.

### (h) **Assignment**

- (i) The Lessee shall not assign any Lease PO or other interest in the Leased Property without the prior written consent of the Contractor or its assignee. The Contractor may assign, and/or grant security interests in whole or in part in, the Lease PO and Leased Property to an Initial Assignee, who in turn may further assign and/or grant a security interest in a Lease to a subsequent assignee without the Lessee's consent. Any other Contractor assignment shall require the Lessee's prior written consent. Upon written notice to the Lessee, the Contractor may assign payments under any Lease to a third party.
- (ii) The Contractor may assign, without Lessee consent, any Lease PO to a third party ("Initial Assignee") who will fund the purchase of the Leased Property. The Initial Assignee may take title to, and assume the right to receive all rental payments for, the Leased Property. The Contractor shall notify the Lessee of any Lease PO assignment in its acknowledgment of

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the Lease PO to the Lessee, providing the Lessee with a copy of the assignment agreement between the Contractor and the Initial Assignee.

- (iii) Notwithstanding any provisions to the contrary in the Contract, in the event of an assignment to an Initial Assignee, the Initial Assignee shall be bound only to the Contractor's obligations specified in these Leasing Terms and Conditions. An Initial Assignee shall not be responsible for any of the Contractor's additional representations, warranties, covenants, or obligations under the Contract Documents. By issuing a Lease PO, the Lessee waives any claims it may have under the Lease against the Initial Assignee for any loss, damage, or expense caused by, defect in, or use or maintenance of any Leased Property. The Lessee acknowledges that the Initial Assignee is not the supplier of the Leased Property and is not responsible for their selection or installation. After the ordering Lessee executes, and the Initial Assignee receives, an Acceptance Certificate, if any portion of the Leased Property is unsatisfactory for any reason, the ordering Lessee shall, nevertheless, continue to make payments under the applicable Lease terms and shall make any claim against the Contractor or the manufacturer, not against the Initial Assignee or any subsequent assignee of the Initial Assignee.
- (iv) After a Lessee executes and the Initial Assignee receives an Acceptance Certificate:
  - (1) The Lessee shall, regardless of whether any portion of the Leased Property is unsatisfactory for any reason, nevertheless, continue to make payments under the applicable Lease and shall make any claim relating to the Leased Property against the Contractor or the manufacturer, not against the Initial Assignee or any subsequent assignee; and
  - (2) The rights of the Initial Assignee and any subsequent assignee to receive rental payments are absolute and unconditional and shall not be affected by any defense or right of set-off.
- (v) Warranty Disclaimer

IN THE EVENT THE CONTRACTOR ASSIGNS A LEASE TO AN INITIAL ASSIGNEE, SUCH INITIAL ASSIGNEE AND ANY SUBSEQUENT ASSIGNEE MAKE NO WARRANTY (OTHER THAN A WARRANTY OF QUIET ENJOYMENT OF THE LEASED PROPERTY), EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO THE INITIAL ASSIGNEE AND ANY SUBSEQUENT ASSIGNEE, THE LESSEE TAKES THE LEASED



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PROPERTY "AS IS". IN NO EVENT SHALL THE INITIAL ASSIGNEE OR ANY SUBSEQUENT ASSIGNEE HAVE ANY LIABILITY FOR, NOR SHALL THE LESSEE HAVE ANY REMEDY AGAINST, THE INITIAL ASSIGNEE OR ANY SUBSEQUENT ASSIGNEE FOR CONSEQUENTIAL DAMAGES, LOSS OF SAVINGS, OR LOSS OF USE.

### (i) **Financing and Prepayment**

- (i) If the Contractor is not the supplier of the Leased Property, the Contractor will pay the charges for the Leased Property directly to the supplier. In the event the Contractor assigns the Lease to an Initial Assignee, the Initial Assignee will pay the charges directly to the Contractor or the supplier, as applicable. If the Contractor has assigned rental payments under the Lease to an Initial Assignee, the Lessee's obligation to make rental payments for the Leased Property for which the Lessee has executed and delivered acceptance certificates shall not be affected by any discontinuance, return, or destruction of any license or licensed program materials, or by any Lessee dissatisfaction with any Leased Property.
- (ii) The Lessee may at any time terminate the financing for any Leased Property by prepaying its remaining rental payments. The Lessee shall provide notice of the intended prepayment date, which shall be at least one month after the date of the notice. Depending on market conditions at the time, the Contractor/Initial Assignee may reduce the balance of the remaining rental payments to reflect the requested prepayment and shall advise the Lessee of the balance to be paid.
- (iii) If the Lessee purchases Contract items related to Leased Property prior to the expiration of the Lease term, or if the Lease is terminated for any reason except non-appropriation as described in Subsection (b) of this Section, and if the Leased Property has been delivered and the Lessee has executed and delivered to the Contractor an acceptance certificate, the Lessee shall prepay such Leased Property.

### (j) **Remedies for Default**

- (i) If the Lessee does not make a required payment within **30 days** after its due date and such nonpayment continues for **15 days** after receipt of written notice from the Contractor/Initial Assignee that the Lessee is delinquent in payment, if the Lessee breaches any other provision under these Leasing Terms and Conditions and such breach continues for **15 days** after receipt of written notice of the breach from the Contractor/Initial Assignee, or if the Lessee files any petition or proceeding (or has a petition or proceeding filed against it) under any bankruptcy, insolvency, or similar law, the Contractor/Initial Assignee

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may pursue and enforce the following remedies, individually or collectively:

- (1) Terminate the applicable Lease.
  - (2) Take possession of any or all Leased Property in the Lessee's possession, without any court order or other process of law. For such purpose, upon written notice of its intention to do so, the Contractor or its assignee may enter upon the premises where the Leased Property may be and remove and repossess the Leased Property, from the premises without being liable to the Lessee in any action or legal proceedings. The Contractor/assignee may, at its option, sell the repossessed Leased Property at public or private sale for cash or credit. The Lessee shall be liable for the Contractor's/assignee's expenses of retaking possession, including without limitation the removal of the Leased Property and placing the Leased Property in good operating condition (if not in good operating condition at the time of removal) in accordance with the manufacturer's specifications. Repossessed Leased Property shall include only those items that were leased or lease/purchased under the Lease.
  - (3) Recover from the Lessee all rental payments then due, plus the net present value of the amount of the remaining rental payments. The present value of such remaining rental payments shall be calculated using a discount rate equal to the average of the weekly two- and three-year Treasury Constant Maturities published by the Federal Reserve Board for the last calendar week of the month preceding the contractor's/assignee's termination of the applicable Lease. The Treasury Constant Maturities are published in Statistical Release .15 and may be accessed via the Federal Reserve Board's Internet website.
- (ii) In the event of Contractor default under the Default provision of the Contract, the Lessee may pursue one or more of the following remedies:
- (1) If the rental payments under the Lease have been assigned to an Initial Assignee, the Lessee shall continue to make payments for that Leased Property which has been delivered and for which the Lessee has provided acceptance certificates to the Contractor/Initial Assignee.
  - (2) The Lessee may cancel, without liability for payment, its order for any Leased Property which has not been delivered and for which it has not issued acceptance certificates. In this instance, the amount of the rental payments will be recalculated to take into

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consideration and pay for the actual amount of Leased Property which was delivered and accepted. If no Leased Property has been delivered and accepted, the Lessee may terminate the Lease without liability for any payment.

- (3) If payments have not been assigned, the Lessee may set off or counterclaim any and all damages incurred by the Lessee as a result of the Contractor's default against its obligation to make rental payments.

### (k) **Purchase Option**

If the Lessee is not in default, it shall have the right at the expiration of the Lease term to buy the Leased Property "as is with no additional warranty" by tendering the purchase option amount the parties have established. For any Lease with a Fair Market Value Option, the fair market value of the equipment shall be established by the Contractor/Initial Assignee and shall not exceed the then-current purchase price of the Leased Property as established in the Contract. Upon the Lessee's exercise of a purchase option and payment of the required amount to the Contractor/Initial Assignee, all right, title, and interest in the Leased Property shall pass to the Lessee.

### (l) **Extension**

If the Lessee does not elect to purchase the Leased Property at the expiration of a Lease term, and the Lessee is not in default under the Lease, the Lessee may elect to extend the Lease by written notification to the Contractor/Initial Assignee. The Lessee will make any elective extension under the same Leasing Terms and Conditions, including any rent payable (not less than fair market rental value), and will continue until the earlier of termination by either party upon one month's prior written notice, or five years from the date of installation.

### (m) **Return of Leased Property**

At the expiration or termination of a Lease for any Leased Property, or upon Contractor/Initial Assignee demand pursuant to Subsection (j) of this Section, the Lessee shall promptly return the Leased Property, freight prepaid, to any location in the continental United States specified by the Contractor/Initial Assignee. The Lessee shall pay the required rent for the Leased Property until they have been shipped to the Contractor.

- (i) Since DGS has, as a matter of policy, determined that all hard drives contain information that is confidential or sensitive, the Contractor shall, at its discretion, either remove and destroy any hard drive from the Leased Property or clean the hard drive to Office of Administration/U.S. Department of Defense standards, and the Contractor shall provide written

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certification to the Lessee that the hard drive has been destroyed or cleaned to Office of Administration/U.S. Department of Defense standards.

- (ii) Except in the event of a total loss of any or all Leased Property as described in Subsection (e) of this Section, and except for any costs associated with the removal, destruction, and cleaning of any hard drives, the Lessee shall pay any costs the Contractor/Initial Assignee incurs to restore the Leased Property to good operating condition in accordance with the Contract specifications. All parts the Contractor/Initial Assignee may remove and replace shall become the Contractor's/Initial Assignee's property.
- (iii) The Contractor's/Initial Assignee's costs associated with the cleaning of any hard drive to Office of Administration/U.S. Department of Defense standards and the removal and destruction of any hard drive(s) shall be included in the rental amount. The Lessee shall not be required to pay additional charges for the Contractor's/Initial Assignee's cleaning of a hard drive to Office of Administration/U.S. Department of Defense standards nor for the Contractor's/Initial Assignee's removal and destruction of any hard drive(s) upon the return of a Leased item.

### (n) **Compliance with Internal Revenue Code**

- (i) Tax Exempt Financing. If it intends to provide tax exempt financing, the Contractor/Initial Assignee must file, in timely fashion, any reports the Internal Revenue Service may require with respect to the order under the Internal Revenue Code (IRC). The Lessee shall cooperate with the Contractor/Initial Assignee in the preparation and execution of these documents. The Lessee shall also keep a copy of each notification of assignment with the Lessee's counterpart of the order and shall not, during the Lease term, permit the Leased Property to be directly or indirectly used for a private business use within the meaning of Section 141 of the IRC.
- (ii) Governmental status. Eligible Lessees include State entities or political subdivisions of a State for the purpose of Section 103(a) of the IRC as well as tax exempt non-profit corporations and entities under 501(c)(4) of the IRC. Any misrepresentation of a Lessee's status under the IRC shall constitute an event of default by the Lessee. If the Internal Revenue Service rules that the Lessee does not so qualify under either Section 103(a) or 501(c)(4) of the IRC, or if the Lessee fails to cooperate with the Contractor/Initial Assignee in the preparation and execution of any reports required under Section 124 or 149 of the IRC (including 8038G and 8038GC forms), the Lessee will, upon demand, pay the Contractor/Initial Assignee a sum the Contractor/Initial Assignee determines sufficient to

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return the Contractor/Initial Assignee to the economic status it would otherwise have received.

(o) **Governing Law**

All Leases made under these Leasing Terms and Conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, except that the parties agree that Article 2A of the Uniform Commercial Code shall not apply or govern transactions under these Leasing Terms and Conditions.

(p) **Notices**

Service of all notices under these Leasing Terms and Conditions shall be sufficient if delivered to the Lessee at the address set forth in the applicable Lease PO, or to the Contractor/Initial Assignee at the address set forth in its acknowledgment of the Lease PO, including any attached document. Notices by mail shall be effective when deposited in the U.S. mail, properly addressed, with sufficient paid postage. Notices delivered by hand or by overnight courier shall be effective when actually received.

### V.51. CONTRACT-045.1 Insurance - General (Dec 12 2006)

The Contractor is required to have in place during the term of the Contract and any renewals or extensions thereof, the following types of insurance, issued by companies acceptable to the Commonwealth and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania:

- (a) **Worker's Compensation Insurance** for all of the Contractor's employees and those of any subcontractor, engaged in work at the site of the project as required by law.
- (b) **Public Liability and Property Damage Insurance** to protect the Commonwealth, the Contractor, and any and all subcontractors from claims for damages for personal injury (including bodily injury), sickness or disease, accidental death and damage to property including the loss of use resulting from any property damage, which may arise from the activities performed under the Contract or the failure to perform under the Contract, whether such performance or non-performance be by the Contractor, by any subcontractor, or by anyone directly or indirectly employed by either. The minimum amounts of coverage shall be \$250,000 per person and \$1,000,000 per occurrence for bodily injury, including death, and \$250,000 per person and \$1,000,000 per occurrence for property damage. Such policies shall be occurrence rather than claims-made policies and shall not contain any endorsements or any other form designated to limit and restrict any action by the Commonwealth, as an additional insured,

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against the insurance coverage in regard to work performed for the Commonwealth.

Prior to commencement of the work under the Contract and at each insurance renewal date during the term of the Contract, the Contractor shall provide the Commonwealth with current certificates of insurance. These certificates or policies shall name the Commonwealth as an additional insured and shall contain a provision that the coverage's afforded under the policies will not be cancelled or changed until at least **thirty (30) days** written notice has been given to the Commonwealth.

The Commonwealth shall be under no obligation to obtain such certificates from the Contractor(s). Failure by the Commonwealth to obtain the certificates shall not be deemed a waiver of the Contractor's obligation to obtain and furnish certificates. The Commonwealth shall have the right to inspect the original insurance policies.

### V.52. CONTRACT-051.1 Notice (Dec 2006)

Any written notice to any party under this Contract shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.) with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, and sent to following:

- (a) If to the Contractor: the Contractor's address as recorded in the Commonwealth's Supplier Registration system.
- (b) If to the Commonwealth: the address of the Issuing Office as set forth on the Contract.

### V.53. CONTRACT-052.1 Right to Know Law (Feb 2010)

- (a) The Pennsylvania [Right-to-Know Law](#), 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Contract. For the purpose of these provisions, the term "the Commonwealth" shall refer to the contracting Commonwealth agency.
- (b) If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- (c) Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor shall:

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- (i) Provide the Commonwealth, within **ten (10) calendar days** after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
  - (ii) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- (d) If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within **seven (7) calendar days** of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- (e) The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within **five (5) business days** of receipt of written notification of the Commonwealth's determination.
- (f) If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.
- (g) The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- (h) The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be

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available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

- (i) The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

### V.54. CONTRACT-053.1 Enhanced Minimum Wage Provisions (July 2018)

- (a) **Enhanced Minimum Wage.** Contractor/Lessor agrees to pay no less than **\$12.00** per hour to its employees for all hours worked directly performing the services called for in this Contract/Lease, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least **twenty per cent (20%)** of their time performing ancillary services in a given work week.
- (b) **Adjustment.** Beginning July 1, 2019, and annually thereafter, the minimum wage rate shall be increased by **\$0.50** until July 1, 2024, when the minimum wage reaches **\$15.00**. Thereafter, the minimum wage rate would be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
- (c) **Exceptions.** These Enhanced Minimum Wage Provisions shall not apply to employees:
  - (i) exempt from the minimum wage under the [Minimum Wage Act](#) of 1968;
  - (ii) covered by a collective bargaining agreement;
  - (iii) required to be paid a higher wage under another state or federal law governing the services, including the [Prevailing Wage Act](#) and Davis-Bacon Act; or
  - (iv) required to be paid a higher wage under any state or local policy or ordinance.
- (d) **Notice.** Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.
- (e) **Records.** Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage



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records necessary to document compliance with these Enhanced Minimum Wage Provisions.

- (f) **Sanctions.** Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
- (g) **Subcontractors.** Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.

### V.55. OWNERSHIP RIGHTS

- (a) **Product License.** The Contractor grants the Commonwealth a non-exclusive license to use the software required to operate the Supplies.
- (b) **Contractor Intellectual Property.** The Commonwealth acknowledges that Contractor has previously developed software and related processes, instructions, methods, and techniques, and that the same shall remain the sole and exclusive property of Contractor. Contractor retains ownership of all Contractor Intellectual Property that Contractor delivers to the Commonwealth pursuant to this Contract.
- (c) **Commonwealth Intellectual Property and Data.** The Commonwealth owns all Data and Intellectual Property provided to the Contractor pursuant to this Contract or collected or generated by the Contractor on behalf of the Commonwealth pursuant to this Contract. Commonwealth grants Contractor a non-exclusive, royalty-free, license to use, copy, display, and prepare derivative works of the Commonwealth's Intellectual Property and Data only to fulfill the purposes of this Contract. The Commonwealth's license to Contractor is limited by the terms of this Contract.
- (d) **Click-Through Terms.** The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the Commonwealth. Other terms and conditions included in click-through agreements or referenced in the Contractor's quotations, invoices, business forms, or other documentation shall not become part of this Contract and shall be disregarded by the parties. Any such terms shall be unenforceable by the Contractor and not binding on the Commonwealth.
- (e) **No Transfer of Right, Title or Interest.** Except as expressly set forth in this Contract, nothing in this Contract shall be construed as granting to or conferring upon Contractor, any right, title, or interest in any physical or intellectual property that is now owned or subsequently owned by the Commonwealth or any third party. Except as expressly set forth in this Contract, nothing in this Contract shall be construed as granting to or conferring upon the Commonwealth, any right,

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title, or interest in any physical or intellectual property that is now owned or subsequently owned by the Contractor.

## APPENDIX B

### PROJECT REFERENCES

<b>Name of Client &amp; Project Title</b>	Client – Project Title	
<b>Contract Value</b>	[VALUE]	
<b>Nature and Scope of Project:</b>	Describe the project in sufficient detail to explain it is similar to the Commonwealth's project. How does this project compare in size, scope, complexity and/or duration? What is it specifically about this project that makes it a good representative project of the vendor's work? <i>(Reference Section II-4 Prior Experience)</i>	
<b>Project Duration:</b>	<b>Start Date Year:</b> [YEAR]	<b>End Date Year:</b> [YEAR or on-going]
<b>Nature of the Client:</b>	Description of client and organizational unit that project was managed by.	
<b>Nature of Client Audience:</b>	Description of project users and/or client/customer audience.	
<b>Number of Users:</b>	[Number]	
<b># &amp; Composition of Vendor Employees &amp; Consultants Assigned:</b>	Vendor Project Manager/Key Consultant on Project Team: Describe start-up, peak and ongoing level of vendor efforts	
<b>Client Contact Information:</b>	<p>Provide the name, title, address and telephone number of at least two references or contact persons that the Commonwealth can contact to inquire about the vendor's performance, and indicate the role these individuals had in relation to the assignment or project. The references/contact persons should be individuals who were key stakeholders or project leaders and who can validate the vendor's role and responsibilities and who can comment on the quality of the vendor's performance. <b>2 contacts required.</b></p> <p><b>Reference Contacts:</b></p> <p>Name: _____ Title: _____</p> <p>Department: _____</p> <p>Full Address: _____</p> <p>Telephone: _____ E-mail: _____</p> <p>Relation/Role to Project: _____</p> <p>Name: _____ Title: _____</p> <p>Department: _____</p> <p>Full Address: _____</p> <p>Telephone: _____ E-mail: _____</p> <p>Relation/Role to Project: _____</p>	

## Appendix C - Cost Submittal Instructions

### GENERAL INSTRUCTIONS FOR COMPLETING THIS WORKBOOK (Tab 1)

The Cost Submittal Worksheets contained in this workbook shall constitute the Cost Submittal.

### COST SUBMITTAL SUMMARY (Tab 2)

1. Select the Summary Tab at the bottom of this page.
2. Complete the highlighted cells in the top portion of the form (all contact information).
3. All data entered on the Cost Submittal Worksheet will automatically populate into the Summary tab.
4. Optional Services will not be evaluated in the total cost summary. The Offeror must provide a cost for each Optional Service.
5. Discount off of Optional Products will not be scored as a part of the cost evaluation.

### COST SUBMITTAL BREAKDOWN (Tab 3 through Tab 7)

1. Please review every tab in this cost submittal.
2. Cells that are highlighted in yellow must be completed in order to provide the equipment/service requested. The Proposed Model and Proposed Option, Columns (D) must be completed with detail of how the Offerors device meets or exceeds the minimum requirements, an "X" or any other form of confirmation is not acceptable as a response.
3. If the model can be upgraded to the optional capability, under "Options" enter the available configuration in the "Proposed Option" column(s), enter the purchase price, monthly lease price, and total lease price for the option.
4. If the model already includes the optional capability in the base model price, under "Options" enter "Included" in the appropriate "Proposed Option" column(s).
5. If the model cannot be upgraded to the optional capability, under "Options" enter "Not available" in the appropriate "Proposed Option" column(s).
6. The Offeror must be able to provide a price in each cell of the Base Workstation Models. If the price is left blank, a zero dollar amount will be calculated.
7. Optional Services will not be evaluated in the total cost summary. The Offeror must provide a cost for each Optional Service.
8. Discount off of Optional Products will not be scored as a part of the cost evaluation.

\*\*Formulas are embedded within the worksheets, do not attempt to unlock cells. Any estimates provided within this appendix are not a guarantee of equipment/service to be performed and/or payment under the contract resulting from this RFP.

### NOTES:

- Do not include any pricing data in any portion of the Technical Submittal. Pricing data is defined as any information related to, directly or indirectly, the Offeror's proposed charges for services and deliverables. Pricing data consists of, but is not limited to, costs, fees, prices, rates, bonuses, discounts, rebates, or the identification of free services, labor or materials.
- The cost submittal must be submitted as presented by the Commonwealth and should not be altered in any way. Do not include any reiteration of the technical proposal in the cost submittal.
- For the purposes of evaluation, the monthly lease cost and total lease cost shall be based on the lease rates in effect as of the proposal due date.
- The current lease rates in effect at the time a Commonwealth Agency requests a quote are the lease rates to be applied once the Contract is in place.

## Cost Submittal Summary

### Cost Submittal - RFP #6100051157

Offeror Contact Information	
OFFEROR NAME	CONTACT PERSON
OFFEROR ADDRESS	EMAIL ADDRESS
	PHONE NUMBER
	SAP VENDOR NUMBER (IF AVAILABLE)
	FEDERAL TAX ID

Cost Evaluation		
Workstation 1	\$	-
Workstation 2	\$	-
Workstation 3 (Mobile)	\$	-
Workstation 4 (Mobile)	\$	-
Optional Services (not evaluated)		n/a
<b>Total Cost for Evaluation Purposes for the 2 year Base Contract Term</b>	<b>\$</b>	<b>-</b>

Product Catalog Discount off of List	
Minimum Discount off of Catalog List Price	0%

Appendix C- Workstation 1 Requirements		Requirements for	Proposed Model and Capability	Purchase Cost	Monthly Lease Cost	Total Lease Cost (48 month term)
		Workstation 1 with Monitor				\$ -
Chassis	Form Factor	Desktop-MiniTower				
	Maximum Size	16X8X18				
Processor	Processor Brand	Intel				
	Minimum Processor Class	i7 - 9700K				
	Minimum Base Processor Speed	3.6 GHz				
Memory and Storage	Minimum Memory Size	16GB DDR4 2666 MHz				
	Minimum Hard Drive Capacity	512 SSD				
Input Devices	Keyboard	USB Multimedia				
	Mouse	Full sized, laser USB mouse two buttons with scroll wheel				
I/O	Minimum total USB Ports	8 (2 Front Mount)				
	Minimum USB 3.0 Ports	4 (2 Front Mount)				
	Minimum USB 3.1 Type-C	1				
	RJ-45 Port	1				
	Audio In/Out Ports	1/1				
	Mic	1				
	LAN	1 GB NIC				
	Speakers	Internal				
Other	Operating System	Windows 10 64-bit				
	Video/Graphics Card	Nvidia Quadra P4000 (8GB)				
	Chipset	Z370				
	Certification	Please list all Independent Software Vendor (ISV) certifications for proposed machine.				
	Sound Card	Integrated				
	EPEAT Silver	Meet or exceed				
	Energy Star	Meet or exceed				
	Warranty	4 Year on-site				
Display	Service	On-site service. 12 business-hour fix				
	Flat Panel Display	External				
	Minim Size	24 inch				
	Minimum Resolution	1920 x 1080				
	Tilt Capability	Yes				
	DP Interface	1 minimum				
	DVI Interface	1 minimum				

Options Workstation 1		Proposed Option	Purchase Cost	Monthly Lease Cost	Total Lease Cost (48mo)
CPU		Intel i9-9900K	\$ -	\$ -	\$ -
Memory		32GB DDR4 2666 MHz	\$ -	\$ -	\$ -
Hard Drive		1TB SSD	\$ -	\$ -	\$ -
CD/DVD		16x CD/DVD RW	\$ -	\$ -	\$ -
Network		WIRELESS CARD 802.11 DUAL BAND AC+Blue Tooth 4.0	\$ -	\$ -	\$ -
Video Card		Nvidia Quadra P5000 (16GB)	\$ -	\$ -	\$ -
Video Card		Nvidia Quadra P6000 (24GB)	\$ -	\$ -	\$ -
Monitor		27" monitor (1920 x 1080)	\$ -	\$ -	\$ -
Monitor		32" Monitor (4K)	\$ -	\$ -	\$ -
Monitor		43" monitor (4K)	\$ -	\$ -	\$ -
Warranty		5th year of on-site warranty	\$ -	\$ -	\$ -

Appendix C- Workstation 2 Requirements		Requirements for	Proposed Model and Capability	Purchase Cost	Monthly Lease Cost	Total Lease Cost (48 month term)
		Workstation 2 with Monitor				\$ -
Chassis	Form Factor	Desktop-MiniTower				
	Maximum Size	16x8x18				
Processor	Processor Brand	Intel				
	Minimum Processor Class	Core i7 8700k				
	Minimum Base Processor Speed	3.7 GHz				
Memory and Storage	Minimum Memory Size	32GB DDR4 2666MHz				
	Minimum Hard Drive Capacity	1TB M.2 PCIe				
Input Devices	Keyboard	USB Multimedia				
	Mouse	Full sized, laser USB mouse two buttons with scroll wheel				
I/O	Minimum total USB Ports	8 (2 Front Mount)				
	Minimum USB 3.0 Ports	4 (2 Front Mount)				
	Minimum USB 3.1 Type-C	1				
	RJ-45 Port	1				
	Audio In/Out Ports	1/1				
	Mic	1				
	LAN	1 GB NIC				
	Speakers	Internal				
Other	Operating System	Windows 10 64-bit				
	Video/Graphics Card	NVIDIA Quadro P4000 (8GB)				
	Chipset	Z370				
	Certification	Please list all Independent Software Vendor (ISV) certifications for proposed machine.				
	Sound Card	Integrated				
	EPEAT Silver	Meet or exceed				
	Energy Star	Meet or exceed				
	Warranty	4 Year on-site				
Display	Service	On-site service. 12 business-hour fix				
	Flat Panel Display	External				
	Minim Size	24 inch				
	Minimum Resolution	1920 x 1080				
	Tilt Capability	Yes				
	DP Interface	1 minimum				
DVI Interface	1 minimum					

Options Workstation 2		Proposed Option	Purchase Cost	Monthly Lease Cost	Total Lease Cost (48mo)
CPU		Core i7 9700k	\$ -	\$ -	\$ -
Memory		64GB DDR4 2666 MHz	\$ -	\$ -	\$ -
Memory		128GB DDR4 2666 MHz	\$ -	\$ -	\$ -
Hard Drive		2TB M.2 PCIe	\$ -	\$ -	\$ -
CD/DVD		16x CD/DVD RW	\$ -	\$ -	\$ -
Network		WIRELESS CARD 802.11 DUAL BAND AC+Blue Tooth 4.0	\$ -	\$ -	\$ -
Video Card		Nvidia Quadro P5000 (16GB)	\$ -	\$ -	\$ -
Video Card		Nvidia Quadro P6000 (24GB)	\$ -	\$ -	\$ -
Monitor		27" monitor (1920 x 1080)	\$ -	\$ -	\$ -
Monitor		32" Monitor (4K)	\$ -	\$ -	\$ -
Monitor		43" monitor (4K)	\$ -	\$ -	\$ -
Warranty		5th year of on-site warranty	\$ -	\$ -	\$ -

Appendix C- Workstation 3 Requirements		Requirements for	Proposed Model and Capability	Purchase Cost	Monthly Lease Cost	Total Lease Cost (48 month term)
		Workstation 3 (Mobile) with Monitor				\$ -
Chassis	Form Factor	15" Mobile Workstation				
	Maximum Size	15.5 x 11 x 1.5				
Processor	Processor Brand	Intel				
	Minimum Processor Class	Core i5-8400H				
	Minimum Base Processor Speed	2.5 GHz				
Memory and Storage	Minimum Memory Size	16GB DDR4 2666 MHz				
	Minimum Hard Drive Capacity	512 GB M.2 PCIe NVMe				
Input Devices	Keyboard	Backlit				
	Trackpad/Pointer	Built in				
I/O	Minimum USB 3.0 Ports	3				
	Minimum Thunderbolt Ports	Minimum 1				
	HDMI Port	1				
	RJ-45 Port	1				
	Audio In/Out Ports	1/1 or combo				
	Mic	1				
	Wireless	WIRELESS CARD 802.11 DUAL BAND AC+ Bluetooth 4.0				
	LAN	1 GB NIC				
	Speakers	Internal				
Other	Operating System	Windows 10 64-bit				
	Video/Graphics Card	Nvidia Quadro P1000 4GB				
	Certification	Please list all Independent Software Vendor (ISV) certifications for proposed machine.				
	Sound Card	Integrated				
	EPEAT Silver	Meet or exceed				
	Energy Star	Meet or exceed				
	Webcam	720p (Windows Hello Supported)				
	Warranty Service	4 Year on-site On-site service. 12 business-hour fix				
Display	Flat Panel Display	Internal				
	Minim Size	15.6 inch				
	Minimum Resolution	1920 x 1080				

Options Mobile Workstation 3			Proposed Option	Purchase Cost	Monthly Lease Cost	Total Lease Cost (48mo)
CPU		Core i7 8600K		\$ -	\$ -	\$ -
Memory		32GB DDR4 2666 MHz		\$ -	\$ -	\$ -
Hard Drive		1TB M.2 PCIe NVMe		\$ -	\$ -	\$ -
Network		LTE WWAN Card - non-carrier specific		\$ -	\$ -	\$ -
Video Card		Nvidia Quadro P3200 (6GB)		\$ -	\$ -	\$ -
Monitor		27" monitor (1920 x 1080)		\$ -	\$ -	\$ -
Monitor		32" Monitor (4K)		\$ -	\$ -	\$ -
Monitor		43" monitor (4K)		\$ -	\$ -	\$ -
Docking Station		Docking Station - Thunderbolt 3 Capable		\$ -	\$ -	\$ -
Warranty		5th year of on-site warranty		\$ -	\$ -	\$ -



Appendix C- Workstation 4 Requirements		Requirements for	Proposed Model and Capability	Purchase Cost	Monthly Lease Cost	Total Lease Cost (48 month term)
		Workstation 4 (Mobile) with Monitor				\$ -
Chassis	Form Factor	17" Mobile Workstation				
	Maximum Size	17 x 12 x 2				
Processor	Processor Brand	Intel				
	Minimum Processor Class	Core i7-8850H				
	Minimum Base Processor Speed	2.6 GHz				
Memory and Storage	Minimum Memory Size	32GB DDR4 2666MHz				
	Minimum Hard Drive Capacity	1TB M.2 PCIe NVMe				
Input Devices	Keyboard	Backlit				
	Trackpad/Touchpad	Built in				
I/O	Minimum USB 3.0 Ports	3				
	Minimum Thunderbolt Ports	2				
	HDMI Port	1				
	RJ-45 Port	1				
	Audio In/Out Ports	1/1 or combo				
	Mic	1				
	Wireless	WIRELESS CARD 802.11 DUAL BAND AC+ Bluetooth 4.0				
	LAN	1 GB NIC				
	Speakers	Internal				
Other	Operating System	Windows 10 64-bit				
	Video/Graphics Card	Nvidia Quadro P3200 6GB				
	Certification	Please list all Independent Software Vendor (ISV) certifications for proposed machine.				
	Sound Card	Integrated				
	EPEAT Silver	Meet or exceed				
	Energy Star	Meet or exceed				
	Webcam	720p (Windows Hello Supported)				
	Warranty	4 Year on-site				
	Service	On-site service. 12 business-hour fix				
Display	Flat Panel Display	Internal				
	Minim Size	17.3 inch				
	Minimum Resolution	1920 x 1080				

Options Mobile Workstation 4		Proposed Option	Purchase Cost	Monthly Lease Cost	Total Lease Cost (48mo)
CPU		Core i9 8950HK (4.8GHz)	\$ -	\$ -	\$ -
Memory		64GB DDR4 2666 MHz	\$ -	\$ -	\$ -
Hard Drive		2TB M.2 PCIe NVMe	\$ -	\$ -	\$ -
Network		LTE WWAN Card - non-carrier specific	\$ -	\$ -	\$ -
Laptop Display		UHD Display Panel	\$ -	\$ -	\$ -
Video Card		Nvidia Quadro P4200 (8GB)	\$ -	\$ -	\$ -
Video Card		Nvidia Quadro P5200 (16GB)	\$ -	\$ -	\$ -
Monitor		27" monitor (1920 x 1080)	\$ -	\$ -	\$ -
Monitor		32" Monitor (4K)	\$ -	\$ -	\$ -
Monitor		43" monitor (4K)	\$ -	\$ -	\$ -
Docking Station		Docking Station - Thunderbolt 3 Capable	\$ -	\$ -	\$ -
Warranty		5th year of on-site warranty	\$ -	\$ -	\$ -

<b>Optional Services</b>			
	<b>Purchase Cost</b>	<b>Monthly Lease Cost</b>	<b>Total Lease Cost (48mo)</b>
Installation	\$ -	\$ -	\$ -
Image Deployment	\$ -	\$ -	\$ -
Image Development	\$ -	\$ -	\$ -
Asset Tagging	\$ -	\$ -	\$ -
Bundle - Install, Image Deploy, Tag	\$ -	\$ -	\$ -
10 GB Data Transfer	\$ -	\$ -	\$ -
On-premise Disk Wipe	\$ -	\$ -	\$ -
Off-premise Disk Wipe	\$ -	\$ -	\$ -
Preparation for shipment	\$ -	\$ -	\$ -
Relocation in same building	\$ -	\$ -	\$ -
Relocation within 25 miles	\$ -	\$ -	\$ -
Relocation outside of 25 miles	\$ -	\$ -	\$ -
Transport to DGS Warehouse	\$ -	\$ -	\$ -
<b>Note: Service costs will not be scored as a part of the cost evaluation.</b>			

<b>Optional Products</b>	
Minimum Catalog Discount off of List Price	0%
<b>Note: Discount off of Optional Products will not be scored as a part of the cost evaluation.</b>	

**Appendix D, SERVICE LEVEL AGREEMENTS (SLA)**

SLA #	Performance Metric	Performance Target	Definition	Frequency of Review	Penalty for Failure to Perform
1	Agency Inquiry Response Time	95%	The Contractor must return phone calls or respond to emails within a maximum of four business hours after a phone call is placed or an email is received. Each Incoming Request returned <b>after</b> four (4) hours (240 minutes) = Missed Response.	Monthly	N/A
			<b>Calculation:</b> (Total Responses – Missed Responses) / Total Responses		
2	Quote response time for Equipment and Services	100%	The Contractor must provide quotes within five (5) business day for Equipment and Services currently in the Contractor’s catalog to the requesting agency. Each requested Quote for Standard Catalog Equipment and Services delivered <b>after</b> five (5) business day = Missed Quote	Per Order	2% credit on the order resulting from the quote.
3	Order Delivery for Equipment and Services	100%	The Contractor must make the required delivery time within fifteen (15) business days after receipt of an order. Dates will be agreed upon between the agency and Contractor. Each Order Delivered <b>after</b> the standard fulfillment time of fifteen (15) business days = Missed Order.	Per Order	5% credit on the total cost per order.
4	Incorrect shipment to the Commonwealth agency.	100%	The Contractor must make delivery within fifteen (15) business days after receipt of an order. Dates will be agreed upon between the agency and Contractor.	Per Order	5% credit on the total cost per order.
5	Fix-time (Measured from the time the Commonwealth makes a service call to the Contractor, to the time the equipment is returned to full and complete working order during the original warranty period).	100%	The Contractor must resolve at least 95% of the service calls made by each agency, each month, in a fix-time of no more than twelve (12) business hours from the time the trouble ticket was submitted.	Monthly	2% credit based on the total value of the Equipment when originally purchased.
			<b>Calculation:</b> Resolved (fixed) Service Calls by Agency / Total Service Calls by Agency		
6	Quarterly Reports	100%	The Contractor must provide the Commonwealth with quarterly reports detailing equipment purchasing activity, performance and customer satisfaction. The reports must be	Monthly	N/A

**Appendix D, SERVICE LEVEL AGREEMENTS (SLA)**

			provided to the Commonwealth no later than fifteen (15) business days after the end of the quarter.		
			<b>Calculation:</b> n/a		
7	Monthly Reports	100%	The Contractor must provide the Commonwealth with monthly reports detailing delivery metrics, response/fix-time metrics, and the status of outstanding issues. The reports must be provided to the Commonwealth no later than ten (10) business days after the end of the month.	Monthly	N/A
			<b>Calculation:</b> n/a		
			<b>Calculation:</b> (Total end of life instances – Missed end of life notifications) / Total end of life instances.		

The Contractor must reimburse the Commonwealth within forty-five (45) days of the missed SLA. The Contractor must pay the service credits by deducting the amount from the resulting order (SLAs 2, 3, and 4) or by sending a check addressed to the Commonwealth of Pennsylvania for the amount of the service credit (SLA 5). The Contractor must attach, along with its check, a breakdown of the reimbursement which includes, at a minimum: Commonwealth agency, SRM purchase order number and reimbursement amount.

All checks must be sent to the following address:

Office of Comptroller Operations  
 Revenue & Cash Management  
 555 Walnut St., 9th Floor  
 Harrisburg PA 17101-1925

If the Contractor fails to meet a performance target as described in the Service Level Agreement for three consecutive months, the Commonwealth will require the Contractor to submit a corrective action plan to meet the Service Level Agreement. The Commonwealth reserves the right to terminate the Contract according to the terms of Appendix A.

## APPENDIX E

PA Supplier ID Number: \_\_\_\_\_

**SOFTWARE/SERVICES LICENSE REQUIREMENTS AGREEMENT  
BETWEEN  
THE COMMONWEALTH OF PENNSYLVANIA,  
ACTING BY AND THROUGH THE [INSERT NAME OF AGENCY]  
AND  
[INSERT FULL NAME OF LICENSOR]**

---

This Software/Services License Requirements Agreement (“Agreement”) by and between [insert full name of Licensor] (“Licensor”) and the Commonwealth of Pennsylvania, acting by and through the [insert name of Agency] (“Commonwealth”) is effective the date the Agreement has been fully executed by the Licensor and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained.

1. **Order of Precedence.** The terms and conditions of this Agreement supplement, and to the extent a conflict exists, supersede and take precedence over the terms and conditions of the attached [insert exhibits that are to be made part of this Agreement]. The parties agree that the terms of this Agreement supersede and take precedence over the terms included in any quote, purchase order, terms of any shrink-wrap agreement included with the Licensed Products, terms of any click through agreement included with the Licensed Products or any other terms purported to apply to the Licensed Products. The products specified in Attachment 1, along with support and services for said products, shall be referred to as “Licensed Products.”
2. **List of Licensed Products.**
  - (a) Attached hereto and made a part of this Agreement by reference is Attachment 1, which lists the Licensed Products that may be licensed under this Agreement. With the consent of the Commonwealth, the list of Licensed Products on Attachment 1 may be updated by the Licensor providing the Commonwealth with a revised Attachment 1 that adds the new product to the list. The Commonwealth, in its sole discretion, may consent either via written communication directly to the Licensor or, if applicable, providing the Commonwealth’s reseller with a copy of Licensor’s notification to update Attachment 1.
  - (b) No amendment will be required to add a new Licensed Product to the list. If, however, the Licensor desires to add a new Licensed Product to the list that requires additional licensing terms or other requirements, either an amendment to this Agreement or a new agreement will be required.
3. **Choice of Law/Venue.** This Agreement shall be interpreted in accordance with and governed by the laws of the Commonwealth of Pennsylvania, without giving effect to its conflicts of law provisions. The courts of the Commonwealth of Pennsylvania and the

## APPENDIX E

federal courts of the Middle District of Pennsylvania shall have exclusive jurisdiction over disputes under this Contract and the resolution thereof.

4. **Indemnification/Immunity.** The Commonwealth does not have the authority to and shall not indemnify any entity. The Commonwealth agrees to pay for any loss, liability or expense, which arises out of or relates to the Commonwealth's acts or omissions with respect to its obligations hereunder, where a final determination of liability on the part of the Commonwealth is established by a court of law or where settlement has been agreed to by the Commonwealth. This provision shall not be construed to limit the Commonwealth's rights, claims or defenses that arise as a matter of law or pursuant to any other provision of this Agreement. No provision in this Agreement shall be construed to limit the sovereign immunity of the Commonwealth.
5. **Patent, Copyright, Trademark and Trade Secret Protection.**

- (a) The Licensor shall, at its expense, defend, indemnify and hold the Commonwealth harmless from any suit or proceeding which may be brought by a third party against the Commonwealth, its departments, officers or employees for the alleged infringement of any United States patents, copyrights, trademarks or trade dress, or for a misappropriation of a United States trade secret arising out of performance of this Agreement ("Claim"), including all Licensed Products provided by the Licensor. For the purposes of this Agreement, "indemnify and hold harmless" shall mean the Licensor's specific, exclusive, and limited obligation to (a) pay any judgments, fines and penalties finally awarded by a court of competent jurisdiction, governmental/administrative body or any settlements reached pursuant to a Claim and (b) reimburse the Commonwealth for its reasonable administrative costs or expenses, including without limitation reasonable attorney's fees, it necessarily incurs in handling the Claim. The Commonwealth agrees to give the Licensor prompt notice of any such claim of which it learns. Pursuant to the [Commonwealth Attorneys Act](#), Act of October 15, 1980, P.L. 950, No. 164, as amended, 71 P. S. §§ 732-101—732-506, the Office of Attorney General ("OAG") has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG, however, in its sole discretion, and under the terms the OAG deems appropriate, may delegate its right of defense of a Claim. If the OAG delegates the defense to the Licensor, the Commonwealth will cooperate with all reasonable requests of Licensor made in the defense of and/or settlement of a Claim. The Licensor shall not, without the Commonwealth's consent, enter into any settlement agreement which (a) states or implies that the Commonwealth has engaged in any wrongful or improper activity other than the innocent use of the material which is the subject of the Claim, (b) requires the Commonwealth to perform or cease to perform any act or relinquish any right, other than to cease use of the material which is the subject of the Claim, or (c) requires the Commonwealth to make a payment which the Licensor is not obligated by this Agreement to pay on behalf of the Commonwealth. In all events, the Commonwealth shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing. It is expressly agreed by the Licensor that, in the event it requests that

## APPENDIX E

the Commonwealth provide support to the Licensor in defending any such Claim, the Licensor shall reimburse the Commonwealth for all necessary expenses (including attorneys' fees, if such are made necessary by the Licensor's request) incurred by the Commonwealth for such support. If the OAG does not delegate to the Licensor the authority to control the defense and settlement of a Claim, the Licensor's obligation under this section ceases. The Licensor, at its own expense, shall provide whatever cooperation the OAG requests in the defense of the suit.

- (b) The Licensor agrees to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Licensor certifies that, in all respects applicable to this Agreement, it has exercised and will continue to exercise due diligence to ensure that all Licensed Products provided under this Agreement do not infringe on the patents, copyrights, trademarks, trade dress, trade secrets or other proprietary interests of any kind which may be held by third parties.
- (c) If the defense of a Claim and the authority to control any potential settlements thereof is delegated to the Licensor, the Licensor shall pay all damages and costs finally awarded therein against the Commonwealth or agreed to by the Licensor in any settlement. If information and assistance are furnished by the Commonwealth at the Licensor's written request, it shall be at the Licensor's expense, but the responsibility for such expense shall be only that within the Licensor's written authorization.
- (d) If, in the Licensor's opinion, any Licensed Product furnished hereunder is likely to or do become subject to a claim of infringement of a United States patent, copyright, trade dress or trademark, or for a misappropriation of trade secret, then without diminishing the Licensor's obligation to satisfy any final award, the Licensor may, at its option and expense:
  - (i) substitute functional equivalents for the alleged infringing Licensed Product, or
  - (ii) obtain the rights for the Commonwealth to continue the use of such Licensed Product.
- (e) If any of the Licensed Products provided by the Licensor are in such suit or proceeding held to constitute infringement and the use thereof is enjoined, the Licensor shall, at its own expense and at its option, either:
  - (i) procure the right to continue use of such infringing Licensed Products;
  - (ii) replace them with non-infringing items; or
  - (iii) modify them so that they are no longer infringing.

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- (f) If the use of any Licensed Product is enjoined and the Licensor is unable to do any of the preceding set forth in subsection (e) above, the Licensor, upon return of the Licensed Product, agrees to refund to the Commonwealth:
  - (i) the license fee paid for the infringing Licensed Product, less the amount for the period of usage of the Licensed Product; and
  - (ii) the pro-rated portion of any maintenance fees representing the time remaining in any period of services for which payment was made.
- (g) The obligations of the Licensor under this section survive the termination of this Agreement.
- (h) Notwithstanding the above, the Licensor shall have no obligation under this section for:
  - (i) modification of any Licensed Products provided by the Commonwealth or a third party acting under the direction of the Commonwealth;
  - (ii) any material provided by the Commonwealth to the Licensor and incorporated into, or used to prepare any Licensed Products;
  - (iii) use of any Licensed Product after Licensor recommends discontinuation because of possible or actual infringement and has provided one of the remedies under subsection (e) or subsection (f) above;
  - (iv) use of any Licensed Product in other than the specified operating environment;
  - (v) the combination, operation, or use of the Licensed Products with other products, services, or deliverables not provided by the Licensor as a system or the combination, operation, or use of the Licensed Products, service, or deliverable, with any products, data, or apparatus that the Licensor did not provide;
  - (vi) infringement of a non-Licensed Product alone;
  - (vii) the Commonwealth's use of any Licensed Product beyond the scope contemplated by the Agreement; or
  - (viii) the Commonwealth's failure to use corrections or enhancements made available to the Commonwealth by the Licensor at no charge.
- (i) The obligation to indemnify the Commonwealth, under the terms of this section, shall be the Licensor's sole and exclusive obligation for the infringement or misappropriation of intellectual property.



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### 6. **Virus, Malicious, Mischievous or Destructive Programming.**

- (a) The Licensor warrants that the Licensed Products as delivered by the Licensor does not contain any viruses, worms, Trojan Horses, or other malicious or destructive code to allow unauthorized intrusion upon, disabling of, or erasure of the Licensed Products (each a “Virus”). However, the Licensed Products may contain a key limiting use to the scope and quantity of the license(s) granted, and license keys issued by Licensor for temporary use are time-sensitive.
- (b) The Licensor shall be liable for any damages incurred by the Commonwealth including, but not limited to, the expenditure of Commonwealth funds to eliminate or remove a computer virus or malicious, mischievous or destructive programming that results from the Licensor’s failure to take proactive measures to keep virus or malicious, mischievous or destructive programming from originating from the Licensor or any of its employees, subcontractors or consultants through appropriate firewalls and maintenance of anti-virus software and security updates (such as operating systems security patches, etc.).
- (c) In the event of destruction or modification of any Licensed Products, the Licensor shall eliminate the virus, malicious, mischievous or destructive programming, restore the Commonwealth’s software, and be liable to the Commonwealth for any resulting damages.

### 7. **Limitation of Liability.**

- (a) The Licensor’s liability to the Commonwealth under this Agreement shall be limited the total dollar amount of purchase orders issued for Licensed Products and services covered by this Agreement during the during the twelve (12)-month period prior to the event giving rise to the damage claim. This limitation does not apply to damages:
  - (i) for bodily injury;
  - (ii) for death;
  - (iii) for intentional injury;
  - (iv) to real property or tangible personal property for which the Licensor is legally liable;
  - (v) Under **Section 6**, Patent, Copyright, Trade Secret and Trademark Protection;

## APPENDIX E

- (vi) for damages related to a breach of the security of a system maintained or managed by the Licensor, including the costs for notification, mitigation and credit monitoring services required due to such breach; or
  - (vii) under **Section 7**, Virus, Malicious, Mischievous or Destructive Programming.
- (b) In no event will the Licensor be liable for consequential, indirect, or incidental damages unless otherwise specified in the Agreement.

### 8. Payment.

The Commonwealth will make purchase and make payment through a reseller contract or another procurement document, which shall control with regard to payment amounts and provisions.

### 9. Termination.

- (a) The Licensor may not terminate for non-payment of an order issued through a reseller contract or another procurement document that controls payment.
- (b) The Commonwealth may terminate this Agreement without cause by giving the Licensor **30 calendar days'** prior written notice ("Notice of Termination") whenever the Commonwealth shall determine that such termination is in the best interest of the Commonwealth ("Termination for Convenience").

### 10. Background Checks.

- (a) Upon prior written request by the Commonwealth, the Licensor must, at its expense, arrange for a background check for each of its employees, as well as for the employees of its subcontractors, who will have access to the Commonwealth's IT facilities, either through on site or remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.psp.pa.gov/Pages/Request-a-Criminal-History-Record.aspx>. The background check must be conducted prior to initial access by an IT employee and annually thereafter.
- (b) Before the Commonwealth will permit an employee access to the Commonwealth's facilities, the Licensor must provide written confirmation to the office designated by the Commonwealth that the background check has been conducted. If, at any time, it is discovered that an employee has a criminal record that includes a felony or misdemeanor involving terrorist threats, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility; or which raises concerns about building, system, or personal security, or is otherwise job-related, the Licensor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee, and shall not permit that employee remote

## APPENDIX E

access to Commonwealth facilities or systems, unless the Commonwealth consents, in writing, prior to the access being provided. The Commonwealth may withhold its consent at its sole discretion. Failure of the Licensor to comply with the terms of this subsection may result in the default of the Licensor under its Agreement with the Commonwealth.

- (c) The Commonwealth specifically reserves the right to conduct background checks over and above that described herein.
- (d) Access to certain Capitol Complex buildings and other state office buildings is controlled by means of card readers and secured visitors' entrances. Commonwealth contracted personnel who have regular and routine business in Commonwealth worksites may be issued a photo identification or access badge subject to the requirements of the Commonwealth and the Department of General Services set forth in Enclosure 3 of [Commonwealth Management Directive 625.10 Amended](#), *Card Reader and Emergency Response Access to Certain Capitol Complex Buildings and Other State Office Buildings*. The requirements, policy and procedures include a processing fee payable by the Licensor for contracted personnel photo identification or access badges.

### 11. Confidentiality.

- (a) Definition. "Confidential Information:"
  - (i) For the Commonwealth: All data and other information of or in the possession of the Commonwealth or any private individual, organization or public agency, in each case to the extent such information and documentation is not permitted to be disclosed to third parties under local, Commonwealth or federal laws and regulations or pursuant to any policy adopted by the Commonwealth or pursuant to the terms of any third-party agreement to which Commonwealth is a party.
  - (ii) For the Licensor: All information identified in writing by the Licensor as confidential or proprietary to Licensor or its subcontractors.
- (b) Confidential Information. All Confidential Information of or relating to a party shall be held in confidence by the other party to the same extent and in at least the same manner as such party protects its own confidential or proprietary information. Neither party shall disclose, publish, release, transfer or otherwise make available any Confidential Information of the other party in any form to, or for the use or benefit of, any person or entity without the other party's consent. Subject to the other provisions of this Agreement, each party shall, however, be permitted to disclose relevant aspects of the other party's Confidential Information to its officers, agents, subcontractors and personnel and to the officers, agents, subcontractors and personnel of its corporate affiliates or subsidiaries to the extent that such disclosure is reasonably necessary for the performance of its duties and

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obligations under this Agreement; provided, however, that such party shall take all reasonable measures to ensure that Confidential Information of the other party is not disclosed or duplicated in contravention of the provisions of this Agreement by such officers, agents, subcontractors and personnel and that such party shall be responsible for any unauthorized disclosure of the Confidential Information of the other party by such officers, agents, subcontractors or personnel; and further provided, that if the disclosure is by the Commonwealth to another contractor or sub-contractor, such disclosure is subject to a suitable non-disclosure agreement imposing equally or more stringent requirements for data privacy and security. Except to the extent provided otherwise by any applicable law, the obligations of this subsection (b) shall not apply with respect to information which:

- (i) is developed by the other party without violating the disclosing party's proprietary rights;
  - (ii) is or becomes publicly known (other than through unauthorized disclosure),
  - (iii) is disclosed by the owner of such information to a Third Party free of any obligation of confidentiality;
  - (iv) is already known by such party without an obligation of confidentiality other than pursuant to this Agreement or any confidentiality contract entered into before the Effective Date of the Agreement between the Commonwealth and the Licensor; or
  - (v) is rightfully received by the disclosing party free of any obligation of confidentiality.
- (c) Obligations. Each party shall:
- (i) Notify the other party promptly of any known unauthorized possession, use or knowledge of the other party's Confidential Information by any person or entity.
  - (ii) Promptly furnish to the other party full details known by such party relating to the unauthorized possession, use or knowledge thereof and shall use reasonable efforts to assist the other party in investigating or preventing the recurrence of any unauthorized possession, use or knowledge of the other party's Confidential Information.
  - (iii) Use reasonable efforts to cooperate with the other party in any litigation and investigation against third parties deemed necessary by the other party to protect its proprietary rights.

## APPENDIX E

- (iv) Promptly use all reasonable efforts to prevent a recurrence of any such unauthorized possession, use or knowledge of the other party's Confidential Information.
  
- (d) Cost of compliance; required disclosure. Each party shall bear the cost it incurs as a result of compliance with this section. The obligations in this section shall not restrict any disclosure by either party pursuant to any applicable law or pursuant to the order of any court or other legal process or government agency of competent jurisdiction (provided that the disclosing party shall give prompt notice to the non-disclosing party of such disclosure or order in a timeframe to allow the non-disclosing party to resist the disclosure or order).
  
- (e) Submitting Confidential Information to the Commonwealth. The Licensor shall use the following process when submitting information to the Commonwealth it believes to be confidential and/or proprietary information or trade secrets:
  - (i) Prepare an un-redacted version of the appropriate document;
  - (ii) Prepare a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret;
  - (iii) Prepare a signed written statement that states:
    - (1) the attached document contains confidential or proprietary information or trade secrets;
    - (2) the Licensor is submitting the document in both redacted and un-redacted format in accordance with Section 707(b) of the *Right-to-Know Law*, [65 P.S. § 67.707\(b\)](#); and
    - (3) the Licensor is requesting that the document be considered exempt under Section 708(b)(11) of the *Right-to-Know Law*, [65 P.S. § 67.708\(b\)\(11\)](#) from public records requests; and
  - (iv) Submit the **two (2)** documents with the signed written statement to the Commonwealth.
  
- (f) Confidential Information at termination. Upon expiration or termination of this Agreement, or a purchase order or other procurement document for Licensed Products governed by the terms of this Agreement, and at any other time at the written request of a party, the other party must promptly return to such party all of such party's Confidential Information and Data (and all copies of this information) that is in the other party's possession or control, in whatever form. With regard to the Commonwealth's Confidential Information and/or Data, the Licensor shall comply with the requirements of subsection (e).

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- (g) Not confidential. Additionally, neither the Agreement nor any pricing information related to the Agreement, nor purchase orders issued pursuant to the Agreement, will be deemed confidential.

### 12. Sensitive Information.

- (a) The Licensor shall not publish or otherwise disclose, except to the Commonwealth or the Licensor's subcontractors, any information or data obtained hereunder from private individuals, organizations, or public agencies, in a way that allows the information or data furnished by or about any particular person or establishment to be identified.
- (b) The parties shall not use or disclose any information about a recipient receiving services from, or otherwise enrolled in, a Commonwealth program affected by or benefiting from services under this Agreement for any purpose not connected with the parties' Agreement responsibilities.
- (c) The Licensor will comply with all obligations applicable to it under all applicable data protection legislation in relation to all personal data that is processed by it in the course of performing its obligations under this Agreement including by:
  - (i) Maintaining a valid and up to date registrations and certifications; and
  - (ii) Complying with all data protection legislation applicable to cross border data flows of personal data and required security measures for personal data.

13. **Publicity/Advertisement.** The Licensor must obtain written Commonwealth approval prior to mentioning the Commonwealth in an advertisement, endorsement, or any other type of publicity. This includes the use of any trademark or logo.

14. **Portability.** The parties agree that the Commonwealth may move a Licensed Product from machine to machine, whether physical or virtual, and to other locations, where those machines and locations are internal to the Commonwealth or to a Commonwealth contractor, as long as such relocation and the use being made of the Licensed Product comports with the license grant and restrictions. Notwithstanding the foregoing, the Commonwealth may move the machine or appliance provided by the Licensor upon which the Licensed Product is installed.

### 15. Taxes-Federal, State and Local.

- (a) The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax-free purchases under registration No. 23-23740001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas-guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also

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exempt from Pennsylvania sales tax, local sales tax, public transportation assistance taxes, and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this section is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

- (b) The only interest the Commonwealth is authorized to pay is in accordance with Act of December 13, 1982, P.L. 1155, No. 266, as amended, [72 P. S. § 1507](#), (relating to Interest Penalties on Commonwealth Accounts) and accompanying regulations [4 Pa. Code §§ 2.31—2.40](#) (relating to Interest Penalties for Late Payments).

### 16. Commonwealth Audit Responsibilities.

- (a) The Commonwealth will maintain, and promptly provide to the Licensor upon its request, accurate records regarding use of the Licensed Product by or for the Commonwealth. If the Commonwealth becomes aware of any unauthorized use of all or any part of the Licensed Product, the Commonwealth will notify the Licensor promptly, providing reasonable details. The limit of the Commonwealth's responsibility for use of the Licensed Products by more individuals than are permitted by the licensing terms applicable to the Licensed Products shall be to purchase additional licenses and Maintenance and Support (if applicable) for such Licensed Products through a reseller contract or procurement document.
- (b) The Commonwealth will perform a self-audit upon the request of the Licensor, which request may not occur more often than annually, and report any change in user count (hereinafter "True up number"). The Commonwealth shall notify the Licensor of the True up number no later than **45 calendar days** after the request that the Commonwealth perform a self-audit. If the user count has increased, the Commonwealth will make an additional purchase of the Licensed Products through a reseller contract or another procurement document, which is equivalent to the additional users. This section sets out the sole license audit right under this Agreement.

17. **Right-to-Know Law.** The Pennsylvania [Right-to-Know Law](#), Act of February 14, 2008, P.L. 6, No. 3, 65 P.S. §§ 67.101—3104 ("RTKL"), applies to this Agreement.

18. **Third-Party Software.** If a Licensed Product utilizes or includes third party software and other copyrighted material and is subject, therefore, to additional licensing terms, acknowledgements or disclaimers compliance with this Agreement constitutes compliance with those third-party terms. The parties agree that the Commonwealth, by acknowledging third-party software, does not agree to any terms and conditions of the third-party software agreements that are inconsistent with or supplemental to this Agreement.

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- 19. Attorneys' Fees.** The Commonwealth will not pay attorneys' fees incurred by or paid by the Licensor.
- 20. Controversies.**
- (a) Pursuant to Section 1712.1 of the [Commonwealth Procurement Code, 62 Pa. C.S. § 1712.1](#), in the event of a claim arising from the Agreement or a purchase order, the Licensor, within **six (6) months** after the claim accrues, must file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Licensor asserts a controversy exists. If the Licensor fails to file a claim or files an untimely claim, the Licensor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within **60 days** thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program, <http://www.ogc.pa.gov/Services%20to%20Agencies/Mediation%20Procedures/Pages/default.aspx>.
  - (b) If the Licensor or the contracting officer requests mediation and the other party agrees, the contracting officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required **120 days** after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within **120 days** of the receipt of the claim, unless extended by consent of the contracting officer and the Licensor. The contracting officer shall send a written determination to the Licensor. If the contracting officer fails to issue a final determination within the **120 days** (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the Commonwealth.
  - (c) Within **15 days** of the mailing date of the determination denying a claim or within **135 days** of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Licensor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Licensor shall proceed diligently with the performance of the Agreement or purchase order in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Licensor pursuant to the terms of the Agreement, purchase order or other procurement document.
- 21. Signatures.** The fully executed Agreement may not contain ink signatures by the Commonwealth. In that event, the Licensor understands and agrees that the receipt of an electronically-printed Agreement with the printed name of the Commonwealth purchasing agent constitutes a valid, binding contract with the Commonwealth. The printed name of the purchasing agent represents the signature of that individual who is authorized to bind the Commonwealth to the obligations contained in the Agreement. The printed name also



## APPENDIX E

indicates that all approvals required by Commonwealth contracting procedures have been obtained.

22. **Independent Contractor.** The parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture.
23. **Travel.** The Licensor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Agreement or Statement of Work. If not otherwise specified in the Agreement or Statement of Work, travel and related expenses shall be reimbursed in accordance with [Management Directive 230.10 Amended, Commonwealth Travel Policy](#), and [Manual 230.1, Commonwealth Travel Procedures Manual](#).
24. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes and integrates all prior discussions, agreements and understandings pertaining thereto. Other terms and conditions or additional terms and conditions included or referenced in the Licensor's quotations, invoices, business forms, or other documentation shall not become part of the parties' agreement and shall be disregarded by the parties, unenforceable by the Licensor and not binding on the Commonwealth. No modification of this Agreement will be effective unless in writing and signed by both Parties.
25. **Assignment.** Either party may assign this Agreement in its entirety, but not in parts, on written notice to the other party to its parent company, affiliate or subsidiary, in connection with a merger, consolidation, or sale or other disposition of all or substantially all of its assets, or in the case of the Commonwealth to another Commonwealth entity. Any other assignment shall be null and void, except with the other party's prior written consent, which shall not be unreasonably withheld. This Agreement and all obligations shall be binding upon and inure to the benefit of the parties' successors and lawful assignees.
26. **Notice.** Any written notice to any party under this Agreement shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.), with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, sent to the address such party may designate by notice given pursuant to this section.
27. **Survival.** The termination or expiration of this Agreement will not affect any provisions of this Agreement which by their nature survive termination or expiration, including the provisions that deal with the following subject matters: definitions, confidentiality, term and termination, effect of termination, intellectual property, license compliance, limitation of liability, indemnification and privacy.
28. **Waiver.** Failure to enforce any provision will not constitute a waiver.
29. **Severability.** If any provision is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.

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30. **Nonexclusive Remedy.** Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.
  
31. **Integration.** This Agreement, including all exhibits and referenced documents, and any Purchase Orders referencing this Agreement, constitutes the entire agreement between the parties. No agent, representative, employee or officer of the Commonwealth or of Licensor has authority to make any statement, agreement, or representation, oral or written, in connection with this Agreement, which in any way can be deemed to modify, add to, or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of this Agreement. No modifications, alterations, changes, or waiver to this Agreement or any of its terms shall be valid or binding unless accomplished by a written amendment executed by the parties.

**APPENDIX E**

IN WITNESS WHEREOF, the Parties to this Agreement have executed it, through their respective duly authorized representatives.

**Witness:**

**Licensor:**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*If a corporation, the Chairman, President, Vice-President, Senior Vice-President, Executive Vice-President, Assistant Vice-President, Chief Executive Officer or Chief Operating Officer must sign; if a sole proprietor, then the owner must sign; if a general or limited partnership, a general partner must sign; if a limited liability company, then a member must sign, unless it is a managed by a manager, then the manager must sign; otherwise a resolution indicating authority to bind the corporation must be attached to this Agreement.*

**COMMONWEALTH OF PENNSYLVANIA**

\_\_\_\_\_  
See Section 21  
Agency Head or Designee

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
See Section 21  
Office of Chief Counsel

\_\_\_\_\_  
See Section 21  
Office of General Counsel

\_\_\_\_\_  
See Section 21  
Office of Attorney General

**APPROVED:**

\_\_\_\_\_  
See Section 21  
Comptroller

**APPENDIX E**

**ATTACHMENT 1**

**LIST OF LICENSED PRODUCTS**

With the consent of the Commonwealth, additional Licensed Products may be added to this attachment by the Licensor providing Commonwealth with a new copy of this Attachment 1.

**Licensed Product:**

The Licensed Product includes (list all titles covered by this agreement):

APPENDIX - F  
CONTRACT #  
Statement of Work

for

Commonwealth of PA – (Agency)

PO Number: \_\_\_\_\_

AGENCY CONTACT:  
AGENCY ADDRESS:

PHONE:  
FAX:  
E-MAIL:

## A. Introduction

This Statement of Work ("SOW") is made ("Effective Date"), by and between the Commonwealth of PA – ("Agency"), with its principal office located at (Address) (hereinafter referred to as "Customer") and Insert full Supplier name, with its principal place of business at Insert Address (hereinafter referred to as "Supplier"). Supplier and Customer may also be referred individually as "Party" or collectively as "Parties."

Customer is responsible for promptly obtaining all required consents necessary for the Supplier to provide the services described in this Statement of Work. A required consent means any consent or approval required to give the Supplier software, firmware and other products to enable Supplier and Supplier's approved subcontractors to perform the services set forth in this Statement of Work without infringing on the ownership or license rights (including patent and copyright) of the providers or owners of such products.

The terms and conditions of contract #XXXXXXXXXX shall govern this SOW.

## B. Project Overview and Tasks

Supplier will perform the following tasks (the "Project"):

Supplier to insert exact description of work to be performed

Agency Requirements & Room Preparation:

Any requirements for the agency must be inserted here

## C. Time Estimates / Delivery Schedule

The actual Project start date will depend on following:

(below are examples only, ensure dates are provided)

- 1.) Scheduled availability of a qualified systems engineer. 5/10/06
- 2.) Receipt of equipment. 5/20/06
- 3.) Completion necessary cabling, ISP connection, etc. by other vendors if applicable. 5/20/06
- 4.) Receipt of signed SOW from Customer prior to proposed start date. 5/5/06

## D. Project Cost

Project Cost is: \$

All work associated with the Project is performed during Mondays through Fridays, between the hours of 8am and 5pm local time, excluding holidays.

(Ensure an exact costing breakdown is provided)

**E. SOW Acceptance**

This SOW is acceptable. I (We) hereby acknowledge and confirm that I (We) have read this SOW and accept and approve the scope of work and related terms. I (We) understand that if additional work is required that by its nature was not known or determined at the time this SOW was executed, a written change order describing the additional work and any related expenses is required.

Please sign and FAX/email to **Supplier** at **fax number/email address**

Supplier

Commonwealth of PA – “**Agency**”

Approved (date): \_\_\_\_\_

\_\_\_\_\_ Print Name of Authorized Signatory

\_\_\_\_\_ Authorized **Supplier** Signature

\_\_\_\_\_ Authorized **Agency** Signature

\_\_\_\_\_ Authorized **Supplier** Signature

\_\_\_\_\_ Title

**F. Project Completed and Accepted**

The Project was completed in accordance with this SOW. I (We) hereby accept as completed all work indicated in this SOW. I (We) acknowledge at there is nothing that should prevent prompt payment in accordance with the terms indicated above.

Approved (date): \_\_\_\_\_

\_\_\_\_\_ Print Name of Authorized Signatory

\_\_\_\_\_ Authorized **Supplier** Signature

\_\_\_\_\_ Authorized **Agency** Signature

\_\_\_\_\_ Authorized **Supplier** Signature

\_\_\_\_\_ Title

PLEASE ATTACH HARD COPY OF PURCHASE ORDER  
REFERENCING THIS SOW













# LEASE ACCEPTANCE CERTIFICATE

Purchase order number \_\_\_\_\_ dated \_\_\_\_\_ 20 \_\_\_\_\_ , by and between \_\_\_\_\_ (Contractor) and \_\_\_\_\_ (Commonwealth Agency).

## ACCEPTANCE CERTIFICATE

The undersigned hereby certifies and represents to, and agrees with, the contractor or its assignee as follows:

1. A unit(s) of the equipment and/or financed item(s) identified on the attached schedule have/has been delivered to \_\_\_\_\_ and accepted on the date indicated below.
2. The Commonwealth agency had conducted such inspection and/or testing of the unit(s) of the equipment and/or financed item(s) as it deems necessary and appropriate and hereby acknowledges that it accepts the such unit(s) of equipment.
3. The Commonwealth agency is not in any event of default as defined in RFP 6100051157 and no event which, with notice or lapse of item, or both, would become an event of default, has occurred and is continuing at the date thereof.

\_\_\_\_\_  
Commonwealth Agency

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



# pennsylvania

DEPARTMENT OF GENERAL SERVICES

## NEW SDB GOAL SETTING INFORMATION SESSION- CADD WORKSTATION RFP 6100048303

Meeting Date	Tuesday, March 03, 2020
Time	9:00 am to 11:00 am
Location	Department of General Services   Bureau of Procurement 555 Walnut Street, 6th Floor, Forum Place   Harrisburg, PA 17101 GS, CR BOP FP6-1

ATTENDEE NAME	COMPANY NAME	PHONE	EMAIL
Steve Reese	Premier Systems	610-306-3175	STEPHEN.REESE@PSCLTD.COM
Tim Fealoss	Parry	717 806 1933	timothy.fealoss@parrycoy.com
Khela Anderson	DAS-BDSB0	717-783-1301	KhAnderson@pa.gov
Mark Kind	Adept	717-991-1135	mark.kind@adepctasa.com
Bill Lord	Adept	717 933 1982	willord@adepctasa.com
Robert Feagley	Eagle Secure Solutions	717-304-6505	robert.feagley@eaglesecuresolutions.com
Jon Canell	Lenovo	518-864-2615	tcannell@lenovo.com
Paul Leonard	Lenovo	908-875-8887	PLEONARD@LENOVO.COM
Shaw Weldon	Lenovo	215-588-5399	Shaw.Weldon@lenovo.com
Kevin Hartford	Dell	717-503-1165	Kevin.Hartford@dell.com
Rosemary Fron	Dell	494-787-7411	Rosemary.Fron@dell.com
Jeff Wall	HP	314-406-3381	Jeff.Wall@hp.com

Charlie White  
 BDSB0  
 717. 3301  
 CHAWHITE@PA.GOV

<b>NEW SDB GOAL SETTING INFORMATION SESSION-CADD WORKSTATION RFP 6100048303</b>	
Meeting Date	Tuesday, March 03, 2020
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ATTENDEE NAME	COMPANY NAME	PHONE	EMAIL
Mike Jones	PROBITAS TECH	717-574-5852	Mjones@probitastek.com
-	-	717-773-4584	
Joe Tabone	Piereson	717-571-5419	joe@piereson.it
Erin Verano	DGS	717-346-7098	erivano@dgs.gov
John Smith	Indematrix	717-260-9880	Jsmith@info-matrix.com
Alexa Sharrar	CDWG	717-319-9520	Alex.sharrar@CDW.com



## **New SDB Goal Setting Information Session**

RFP 6100048303

CADD Workstation Computing Devices , Monitors and  
Related Services

Issuing Officer: Raymond A. Jaime

March 03, 2020 at From 9am to 11am





## AGENDA

- Introductions
- Building and Safety
- RFP Strategy
- Supplier Support
- JAGGAER Overview
- Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO)
- Questions and Answers



## Introductions

- **Department of General Services Representatives**
  - Raymond A . Jaime - Issuing Officer
  - Charlie White - BDISBO



## Building and Safety

- In the event of a fire drill:
- Restrooms through secure door to the left
- Sign attendance register
- Provide business card
- Please silence and or mute cell phones



## RFP Strategy - Scope

- The Commonwealth of Pennsylvania (Commonwealth) intends to award through this RFP, a single contract for the purchase and lease of Computer-Aided Design and Drafting (CADD) Systems with optional Monitors to responsive and responsible Offerors who meet the requirements of this RFP. This is a single award RFP. All Offerors shall be an Original Equipment Manufacturer (“OEM”), an authorized distributor, or an authorized Reseller of Equipment in order to be eligible for award. Offerors shall propose a solution that meets or exceeds the specifications of all **four (4)** workstations listed in Appendix C, Cost Submittal. All Offerors must only propose **one (1)** solution for each workstation configuration. However, the proposed solution for each of the **four (4)** workstations may be based upon Equipment from a different OEM so long as the Offeror has the proper authorization to resell that OEM’s Equipment pursuant to **Section IV.A. Manufacturer Authorization Letter**.



## RFP Strategy

- Currently three (3) CADD Workstation contracts in place as a result of IFB 6100031153.
- RFP 6100048303 will result in a single source contract.
- **Term of Contract.** 2 Years with three (3) additional one (1) year terms
- **Evaluation Criteria .**
  - Technical - 30 Percent of the total points
  - Cost - 70% of the total points
  - Bonus Points: Domestic Workforce Utilization
- **Offeror Responsibility**
  - The total score for the technical submittal of the Offeror's proposal must be greater than or equal to **75%** of the available technical points and the Offeror must demonstrate the financial capability to assure good faith performance of the contract



## Supplier Support

### PA Supplier Portal

<https://pasupplierportal.state.pa.us/irj/portal/anonymous>

- Register as a Supplier
- Register for E-Alerts
- Small and Small Diverse Business Registration

### PA e-Marketplace

<http://www.emarketplace.state.pa.us>

- Solicitations
- Tabulations
- Awards
- Contracts
- Upcoming Procurements



## Supplier Support - Continued

### **JAGGAER**

<https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=CommonwealthPA>

- Register as a Supplier
- Review and Submit Response to RFPs and ITQs



## JAGGAER Overview

- Buyer Attachments will contain the technical submittal and associated appendices
  - Please check the Buyer Attachment Sections regularly for any revised documents. It's the offeror's responsibility to submit its proposal response with the most update-to-date document version.
    - If a document needs revised, the old document will be deleted and replaced with the updated version. The naming convention will contain a revision date.
  
- Questions Section (RFP Questions and Additional Required Documents)
  - Make sure to upload documents (if required) to the appropriate question.
    - Before final submission, verify all documents have uploaded and to the appropriate question.





## JAGGAER Overview - Continued

- All question and answers will be submitted/responded to via the Question & Answer (Q&A) board
  - Question will be answered on a rolling basis.



## Question and Answers

All questions and responses must be submitted via  
**JAGGAER:**

<https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=CommonwealthPA>

*All Commonwealth responses are **not** official until they are submitted and responded to in JAGGAER.*

# What's the Point?



# SDB and VBE Classification

## *Small Diverse Businesses:*

- Women-owned
- Minority-owned
- LGBTQ-owned
- Disabled-owned
- Service-Disabled Veteran-owned

## *Veteran Business Enterprises:*

- Veteran-owned
- Service-Disabled Veteran-owned

# Solicitation Specific Goals



## SECTIONS 1.2 AND 1.3

	SDB	VBE
<b>CADD Workstation Computing Devices and Monitors</b>	<b>11%</b>	<b>3%</b>

**Primes are welcome to exceed the goal!**

# Goal Analysis

- Available subcontracting opportunities across the entire state for the specified services,
- Availability of DGS-verified SDB/VBEs to perform commercially useful functions, and
- Historical analysis of similar projects

# Note to Primes

- Know how to search for DGS - SDBs and DGS - VBEs
- Compliance will be closely monitored and enforced

**pennsylvania**  
DEPARTMENT OF GENERAL SERVICES

## Supplier Search

Home PA eMarketplace Search Contracts

Note: The below searches (Quick Search and Advanced Search) will search suppliers who are qualified for one or more Invitation to Qualify (ITQ) Contracts AND suppliers registered with the Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO) as a small business or small diverse business. Use the Quick Search to search by Vendor Name or Vendor Number. Use the Advanced Search to search by Email, Small Diverse, ITQ Contracts, COSTARS and UNSPC codes.

### Quick Search

Supplier Name or SAP Number  Search Reset

### Advanced Search

Show 10 entries Export to Excel Reset Search Criteria

Supplier (click on name to display full record)	Contact	Address	SB Validity Dates	SDB Validity Dates	VBE Validity Dates	COSTARS
1 FINAL CLEAN LLC ()	Mary Misinay Co-Owner 1FINALCLEAN.LLC@GMAIL.COM (Phone) 724-813-7989	5119 E STATE ST HERMITAGE, PENNSYLVANIA	1/12/2020- 1/12/2022			No

<http://www.dgs.internet.state.pa.us/suppliersearch>

# Solicitation-Specific Goals





# New Forms and Processes

- SDB/VBE Instructions – *SDB-1/VBE-1* **READ**
- SDB/VBE Participation Submittal – *SDB-2/VBE-2*
- SDB/VBE Utilization Schedule – *SDB-3/VBE-3*
- Letter of Commitment – *SDB 3.1/VBE-3.1*
- Guidance for Good Faith Effort (GFE) Waiver – *SDB-4/VBE-4* **READ**
- GFE Waiver – *SDB-5/VBE-5*

## **SECTIONS 1.2 AND 1.3**

# SDB Submittal Instructions – SDB-1

## SDB-1 INSTRUCTIONS FOR COMPLETING THE SMALL DIVERSE BUSINESS (SDB) PARTICIPATION SUBMITTAL AND SDB UTILIZATION SCHEDULE.

*PLEASE READ BEFORE COMPLETING THESE DOCUMENTS*

The following instructions include details for completing the SDB Participation Submittal (SDB-2) which Bidders or Offerors must submit in order to be considered responsive.

This form also includes instructions for completing the SDB Utilization Schedule (SDB-3), which Bidders or Offerors must submit for any portion of the SDB participation goal the Bidder or Offeror commits to meeting.

Bidder/Offeror shall agree to achieve the SDB participation goal set forth in the SDB Participation Summary Sheet or request a waiver from meeting the entire or a portion of the goal.

**A Bidder/Offeror's failure to meet the SDB participation goal in full or receive an approved Good Faith Efforts waiver for any unmet portion of the SDB participation goal will result in the rejection of the Bid or Proposal as nonresponsive.**

- I. **SDB Participation Goal:** The SDB participation goal is set forth in the SDB Participation Summary Sheet. The Bidder/Offeror is encouraged to use a diverse group of subcontractors

# SDB Submittal – SDB-2

**CRITICAL**  
✓ Check One, and Only One, Box

## SDB-2 SDB PARTICIPATION SUBMITTAL

**CHECK ONE, AND ONLY ONE, BOX. FAILURE TO SUBMIT A COMPLETED SDB PARTICIPATION SUBMITTAL WILL RESULT IN REJECTION OF YOUR BID/PROPOSAL.**

<input type="checkbox"/> <b>I agree to meet the SDB participation goal in full.</b>  I have completed and am submitting with my bid or proposal an <b>SDB Utilization Schedule (SDB-2)</b> which is	<input type="checkbox"/> <b>I am requesting a partial waiver of the SDB participation goal.</b>  After making good faith outreach efforts as more fully described in the <b>Guidance for Documenting Good Faith Efforts to Meet the SDB Participation Goal</b> , I am unable to achieve the total SDB participation goal for this solicitation and am requesting a partial waiver of the SDB	<input type="checkbox"/> <b>I am requesting a full waiver of the SDB participation goal</b>  After making good faith outreach efforts as more fully described in the <b>Guidance for Documenting Good Faith Efforts to Meet the SDB Participation Goal</b> , I am unable to achieve any part of the SDB participation goal
---	--	--

# SDB Utilization Schedule – SDB-3

## SDB-3 SDB UTILIZATION SCHEDULE

List in the chart below SDBs (including where applicable a prime bidder or offeror is self-performing a portion of the work) that will be used to meet the SDB participation goal (add additional pages if necessary). Submit a **Letter of Commitment (SDB-3.1)** for each SDB subcontractor, supplier, or manufacturer.

<b>SDB Name</b> <b>SAP Vendor Number</b> (6-digit number provided by SDB) <b>SDB Verification Number</b> (located on DGS SDB verification)	<b>Type of SDB</b> (check all that apply)	<b>Description of Work to be Performed</b> (Statement of Work/Specification reference)	<b>% Commitment</b> (or % of work to be self-performed by SDB bidder/offeror)	<b>Associated Dollar Value of Commitment</b>
Name: <u>ABC IT Solutions</u> SAP Vendor Number: <u>123456</u> SDB Verification Number: <u>123456-2016-09-SB-M</u>	<input checked="" type="checkbox"/> MBE	IT staffing resources	%	\$
Name: SAP Vendor Number: SDB Verification Number:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGBTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE			
Name: SAP Vendor Number: SDB Verification Number:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGBTBE <input type="checkbox"/> DOBE -----			

# Letter of Commitment – SDB-3.1

## SDB-3.1 LETTER OF COMMITMENT

This Letter of Commitment serves as confirmation of the commitment by the prime as the Bidder/Offeror to utilize the Small Diverse Business (SDB) on the below-referenced Solicitation/Project.

Solicitation Number: \_\_\_\_\_

Solicitation Name: \_\_\_\_\_

	Bidder/Offeror Information	SDB Information
Name		
Address		
Point of Contact		
Telephone number		
Email address		

**SDB to  
expect a  
letter and  
SIGN it!**

Services/Supplies and Time Frame. If Bidder/Offeror is the successful vendor, the SDB shall perform or provide the following services or supplies during the initial term of the prime contract and during any extensions, options or renewal periods of the prime contract exercised by the Commonwealth, as more specifically set forth below:

Services or supplies the SDB will provide: \_\_\_\_\_

# Guidance to Document GFE – SDB-4

## READ, READ, READ

### SDB-4

#### GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE SMALL DIVERSE BUSINESS (SDB) PARTICIPATION GOAL

In order to show that the Bidder/Offeror has made Good Faith Efforts to meet the SDB participation goal on a solicitation, the Offeror must either (1) meet the SDB participation goal and document its commitments for participation of SDB firms, or (2) when it does not meet the SDB participation goal, submit a Good Faith Efforts waiver request as set forth in Section IV below and the Good Faith Efforts Documentation to Support Waiver Request (SDB-5) of the SDB Participation Goal.

#### I. Definitions

**SDB participation goal** – “SDB participation goal” refers to the SDB participation goal set for a procurement for MBE, WBE, LGBTBE, DOBE, and SDVBE utilization.

**Good Faith Efforts** - The “Good Faith Efforts” requirement means that when requesting a waiver, the Offeror must demonstrate that it took all necessary and reasonable steps to achieve the SDB participation goal. Those steps are considered necessary and reasonable when their scope, intensity, and relevance could reasonably be expected to obtain sufficient SDB participation, even if those steps were not fully successful. The Issuing Agency and Department of General Services’ Bureau of Diversity, Inclusion and

# Good Faith Efforts Packet SDB-5

## Good Faith Efforts (GFE) Partial or Full Waiver

- Identified Items of Work Applicant Made Available to SDBs (Part 1)
- Identified SDBs and Record of Solicitations (Part 2)
- SDB Outreach Compliance Statement (Part 3)
- Additional Information Regarding Rejected SDB Quotes (Part 4)
- SDB Subcontractor Unavailability Certificate (Part 5)

# SDB GFE Documentation – SDB-5

## SDB-5

### GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF SDB PARTICIPATION GOAL

<b>Project Description:</b>	
<b>Commonwealth Agency Name:</b>	
<b>Solicitation #:</b>	
<b>Solicitation Due Date and Time:</b>	
<b>Bidder/Offeror Company Name:</b>	
Bidder/Offeror Contact Name:	
Bidder/Offeror Contact Email:	
Bidder/Offeror Contact Phone Number:	

Complete all five parts

#### Part 1 – Identified Items of Work Offeror Made Available to SDBs

Identify those items of work that the Offeror made available to SDBs. This includes, where appropriate, those items the Offeror identified and subdivided into economically feasible units to facilitate the SDB participation. For each item listed, show the anticipated percentage of the total contract amount. It is the Offeror's responsibility to demonstrate that enough work to meet the SDB participation goal was made available to SDBs, and the total percentage of the items of work identified for SDB participation met or exceeded the SDB participation goal set for the procurement.

Identified Items of Work	Was this work listed in the solicitation?	Does Offeror normally self-perform this work?	Was this work made available to SDB Firms? If not, explain why.
	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no
	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no



# REMINDER



**SDB and VBE  
SUBMITTALS**

# Questions?

Submit written questions by  
**3:00 p.m. March 6<sup>th</sup>**  
to the RFP Questions  
section in JAGGAER



An abstract painting with three distinct horizontal bands of color. The top band is a vibrant teal with visible brushstrokes. The middle band is a warm, golden-orange, also with textured brushwork. The bottom band is a deep, dark blue. The word "INTRODUCTIONS" is centered in white, uppercase, sans-serif font across the teal band.

# INTRODUCTIONS

# BDISBO Contact Info

## **Bureau of Diversity, Inclusion and Small Business Opportunities**

North Office Building  
401 North Street, Room 611  
Harrisburg, PA 17120-0500  
717.783.3119

[GS-BDISBO@pa.gov](mailto:GS-BDISBO@pa.gov)



**pennsylvania**  
DEPARTMENT OF GENERAL SERVICES

NEW SDB GOAL SETTING INFORMATION SESSION- CADD WORKSTATION RFP 6100048303	
Meeting Date	Tuesday, March 03, 2020
Time	9:00 am to 11:00 am
Location	Department of General Services   Bureau of Procurement 555 Walnut Street, 6th Floor, Forum Place   Harrisburg, PA 17101 GS, CR BOP FP6-1

ATTENDEE NAME	COMPANY NAME	PHONE	EMAIL
STEVE Reese	PREMIER SYSTEMS	610-306-3175	STEPHEN-REESE@PSCLTD.COM
Tim DeBloss	Amry	717 806 1933	timothy.debloss@pomeroy.com
Khela Anderson	DAS-BDIBBO	717-783-1301	KhAnderson@pa.gov
Mark Kirsch	Adept	207-991-1135	mkirsch@adapta.com
Bill Lord	Adept	717 433 1982	wlord@adapta.com
Robert Feagley	Eagle Secure Solutions	717-304-6506	robertyfeagley@eaglesecuresolutions.com
Tom Carroll	Lenovo	518-844-2619	tcarroll@lenovo.com
Paul LEONARD	LEWOOD	908-875-8887	PLEONARD@LEWOOD.COM
Shon Weldon	Lenovo	215-588-5388	sweldon@lenovo.com
Haven Hartford	Dell	717-503-1656	Haven.Hartford@dell.com
Rosemary Dion	Dell	494-787-7441	Rosemary.Dion@dell.com
Jeff Wall	HP	314-406-3301	Jeff.wall@hp.com

Charlie White      BDIBBO      717.      3301      CHACIWHITE@PA.GOV



**NEW SDB GOAL SETTING INFORMATION SESSION- CADD WORKSTATION RFP 6100048303**

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ATTENDEE NAME	COMPANY NAME	PHONE	EMAIL
Mike Jones	PROBITAS TECH	717-574-5852	MJones@probitastek.com
-	-	717-773-4584	
Joe Tabone	Pierson	717-571-5419	joet@pierson.it
Erin Veeano	DGS	717-346-7098	erineano@pa.gov
John Smith	InfoMatrix	717-260-9850	JSmith@info-matrix.com
Alexa Sharrar	CDWG	717-319-9522	Alex.shar@CDW.com

## SMALL DIVERSE BUSINESS PARTICIPATION INFORMATION

1. **SDB Participation Goals.** The Issuing Office and BDISBO have set an SDB Participation Goal for this RFP which is listed on the SDB Participation Summary Sheet. The SDB Participation Goal was calculated based upon the market availability of SDBs for work scopes identified for this solicitation and an assessment of past performance under the prior contract.

This is a significant programmatic change from the SDB and SB Participation program contained in prior RFPs issued by the Commonwealth. Offerors now must agree to meet the SDB Participation Goal in full or demonstrate they have made Good Faith Efforts to meet the Goal.

2. **Small Diverse Business (SDB) Participation Submittal Packet (Forms SDB-1, SDB-2, SDB-3, SDB-3.1, SDB-4, SDB-5).** The SDB Participation Submittal Packet and associated required documentation shall be submitted in accordance with the Instructions for Completing SDB Participation Submittal and SDB Utilization Schedule and shall be submitted electronically in accordance with Group 1.2 Small Diverse Participation Questions.

**NOTE: Equal employment opportunity and contract compliance statements referring to company equal employment opportunity policies or past contract compliance practices do not constitute proof of SDB Status or entitle an Offeror to receive credit towards the SDB participation goal.**

3. **Contract Requirements—SDB Participation.**

A. SDB Participation Documents. All documents completed and submitted by the selected Offeror in connection with its SDB Participation Submittal (including the SDB Participation Submittal, SDB Utilization Schedule, and any Good Faith Efforts Documentation to Support Waiver Request of SDB Participation Goal) shall be considered a part of the Contract and are hereby expressly incorporated into the Contract by reference thereto.

B. Required contract terms. All contracts containing SDB participation must contain the following contract provisions to be maintained through the initial contract term and any subsequent options or renewals:

1. Each SDB participation commitment which was credited by BDISBO and the total percentage of the SDB participation commitments made at the time of proposal submittal or contract negotiations, as applicable, become contractual obligations of the selected Offeror upon execution of its contract with the Commonwealth.
2. For purposes of monitoring compliance with the selected Offeror's SDB participation commitments, the contract cost is the total amount paid to the selected Offeror throughout the initial contract term and all renewal option terms.

## SMALL DIVERSE BUSINESS PARTICIPATION INFORMATION

3. The selected Offeror cannot alter its overall SDB commitment or commitments made to individual SDB subcontractors without written approval from the Issuing Officer and BDISBO.
4. Both the overall percentage SDB commitment and individual SDB commitments must be maintained in the event the contract is assigned to another prime contractor.

### C. Subcontract requirements.

1. The selected Offeror and each SDB listed on the SDB Utilization Schedule must enter into a final, definitive subcontract agreement signed by the selected offeror and the SDB within 30 calendar days of the final execution date of the Commonwealth contract. A Model Form of Small Diverse Business/Veteran Business Enterprise Subcontractor Agreement which may be used to satisfy this requirement – is available in Group 1.2 of the RFP Questions.
2. In addition to any requirements in the selected Offeror's contract documents, the subcontract must contain:
  - a. The specific work, supplies or services the SDB will perform; location for work performed; how the work, supplies or services relate to the contract; and the specific timeframe during the initial term and any extensions, options and renewals of the prime contract when the work, supplies or services will be provided or performed;
  - b. The fixed percentage commitment and/or associated estimated dollar value that each SDB will receive based on the final negotiated cost for the initial term of the prime contract and any renewal option terms;
  - c. Payment terms indicating that the SDB will be paid for work satisfactorily completed within 14 calendar days of the selected offeror's receipt of payment from the Commonwealth for such work. Subcontractors are encouraged to utilize electronic payment methods;
  - d. Commercially reasonable terms for the applicable business/industry that are no less favorable than the terms of the selected offeror's contract with the Commonwealth and that do not place disproportionate risk on the SDB relative to the nature and level of the SDB's participation in the contract; and
  - e. The requirement that the SDB submit to BDISBO utilization reports.
3. If the subcontract terms omit any of the information required in subparagraph 2 but that information is otherwise reflected within the selected offeror's SDB Participation Submittal or associated documents (SDB Utilization Schedule and Letters of Commitment), the information listed in the SDB Participation Submittal



## SMALL DIVERSE BUSINESS PARTICIPATION INFORMATION

or associated documents is incorporated into the subcontract agreement. To the extent that any subcontract terms conflict with the requirements of paragraph (2) or information contained within the selected offeror's SDB Participation Submittal and associated documents, the order of precedence is as follows: 1) the requirements of paragraph 2, 2) the selected offeror's SDB Participation Submittal and associated documents; and 3) the terms of the subcontract agreement.

4. If the selected offeror and a SDB listed on the SDB Utilization Schedule cannot agree upon a definitive subcontract within 30 calendar days of the final execution date of the Commonwealth contract or as specified in the solicitation, the selected offeror must provide written notification to the issuing Agency and BDISBO.
5. The prime contractor must provide a copy of any required subcontract with an SDB to BDISBO or the Agency within ten (10) business days of receiving such a request.

### D. Utilization Reports.

1. The prime contractor must submit a Monthly Utilization Report to BDISBO and the contracting officer of the Issuing Office in the format required by BDISBO and within ten (10) business days at the end of each month of the contract term and any subsequent options or renewals. The Monthly Utilization Report must list payments made to each SDB subcontractor and any unpaid invoices over 30 calendar days old received from an SDB subcontractor, and the reason payment has not been made. This information will be used to track and confirm the actual dollar amount paid to SDB subcontractors and suppliers and will serve as a record of fulfillment of the contractual commitment(s). If there was no activity, the form must be completed by stating "No activity". A late fee of \$100.00 per day may be assessed against the prime contractor if the Utilization Report is not submitted in accordance with the schedule above.
2. The prime contractor must include in its agreements with its SDB subcontractors a requirement that the SDB subcontractors submit to BDISBO, within the time frame set forth within the solicitation document, a report identifying the prime contract, and listing:
  - a. Payments received from the prime contractor within the time frame covered by the report, and
  - b. Invoices for which the subcontractor has not been paid.

### E. Noncompliance with SDB commitments.

1. Upon BDISBO notifying the contracting Agency that a prime contractor did not comply with the SDB commitments, the contracting Agency shall notify the prime contractor in writing of its findings and shall specify what corrective actions are required. The prime contractor is required to initiate the corrective

## **SMALL DIVERSE BUSINESS PARTICIPATION INFORMATION**

actions within 10 business days and complete them within the time specified by the contracting Agency.

2. If a contracting Agency determines that material noncompliance with SDB contract provisions exists and that the prime contractor refuses or fails to take the corrective action required by the contracting Agency, the contracting Agency, in consultation with BDISBO, may impose any and all sanctions and remedies available under the contract as it deems appropriate. Such sanctions or remedies include, but are not limited to, termination of the contract; revocation of the prime contractor's SB, SDB, and/or Veteran Business Enterprise status; and/or any actions under the Commonwealth's Contractor Responsibility Program, up to and including suspension or debarment from future contracting opportunities with the Commonwealth.

**Small Diverse Business Submittal**  
**Packet**

## **Small Diverse Business (SDB) Participation Summary Sheet**

**Solicitation/Project #:** 6100051157

**Issuing Agency:** Department of General Services

**Name of Procurement/Project:** CADD Workstation Computing Devices and Monitors

**SDB Participation Goal (for MBE, WBE, LGBTBE, DOBE, and SDVBE):** 11%

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### **Attachments:**

- SDB-1 Instructions for completing SDB Participation Submittal and SDB Utilization Schedule
- SDB-2 SDB Participation Submittal
- SDB-3 SDB Utilization Schedule
- SDB-3.1 SDB Letter of Commitment
- SDB-4 Guidance for Documenting Good Faith Efforts to meet the SDB Participation goal
- SDB-5 Good Faith Efforts Documentation to Support Waiver Request of SDB Participation Goal

**SDB-1**  
**INSTRUCTIONS FOR COMPLETING THE SMALL DIVERSE BUSINESS (SDB)**  
**PARTICIPATION SUBMITTAL AND SDB UTILIZATION SCHEDULE.**

*PLEASE READ BEFORE COMPLETING THESE DOCUMENTS*

The following instructions include details for completing the SDB Participation Submittal (SDB-2) which Bidders or Offerors must submit in order to be considered responsive.

This form also includes instructions for completing the SDB Utilization Schedule (SDB-3), which Bidders or Offerors must submit for any portion of the SDB participation goal the Bidder or Offeror commits to meeting.

Bidder/Offeror shall agree to achieve the SDB participation goal set forth in the **SDB Participation Summary Sheet** or request a waiver from meeting the entire or a portion of the goal.

**A Bidder/Offeror's failure to meet the SDB participation goal in full or receive an approved Good Faith Efforts waiver for any unmet portion of the SDB participation goal will result in the rejection of the Bid or Proposal as nonresponsive.**

I. **SDB Participation Goal:** The SDB participation goal is set forth in the **SDB Participation Summary Sheet**. The Bidder/Offeror is encouraged to use a diverse group of subcontractors and suppliers from the SDB classifications to meet the SDB participation goal.

II. **SDB Eligibility:**

1. **Finding SDB firms:** The directory of **DGS-verified** SDB firms can be accessed from the DGS Supplier Search directory at: <http://www.dgs.internet.state.pa.us/suppliersearch>.
2. **Only SDBs verified by DGS** and as defined herein may be counted for purposes of achieving the SDB participation goal. In order to be counted for purposes of achieving the SDB participation goal, the SDB firm, including an SDB prime, must be DGS-verified for the services, materials or supplies that it is committed to perform on the **SDB Utilization Schedule (SDB-3)**. A firm whose SDB verification is pending or incomplete as of the bid or proposal due date and time shall not be counted. Self-certified SBs that do not have their SDB verification as of the bid or proposal due date and time cannot be used to meet the SDB participation goal.
3. **SDB Requirements:** To be considered an SDB, a firm must be a **DGS-verified** small minority business enterprise (MBE), woman business enterprise (WBE), LGBT business enterprise (LGBTBE), Disability-owned business enterprise (DOBE), or Service-Disabled Veteran-Owned Small Business Enterprise (SDVBE).

Additional information on the DGS verification process can be found at:  
<https://www.dgs.pa.gov/Small%20Diverse%20Business%20Program/Pages/default.aspx>

4. Dually verified firms. If a DGS-verified SDB is dually verified as a VBE, the firm may receive credit towards both the SDB participation goal and the VBE participation goal as set forth on the SDB and VBE Participation Summary Sheet.

*Example: The SDB participation goal is separate and independent from the VBE participation goal. Therefore, an SDB firm also verified as a VBE may be used towards fulfilling both the SDB participation goal and the VBE participation goal. However, an SDB firm verified as both a WBE and MBE may not be double counted toward satisfying the SDB participation goal.*

5. Participation by SDB firms as prime bidders/offerors or subcontractors. A Bidder/Offeror that qualifies as an SDB and submits a bid or proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Bidders/Offerors. An SDB may be included as a subcontractor with as many prime contractors as it chooses in separate bids or proposals.
6. Questions about SDB verification. Questions regarding the SDB program, including questions about the self-certification and verification processes can be directed to:

Department of General Services  
Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO)  
Room 611, North Office Building  
Harrisburg, PA 17125  
Phone: (717) 783-3119  
Fax: (717) 787-7052  
Email: [RA-BDISBOVerification@pa.gov](mailto:RA-BDISBOVerification@pa.gov)  
Website: [www.dgs.pa.gov](http://www.dgs.pa.gov)

### III. **Guidelines Regarding SDB Prime Self-Performance.**

1. An SDB firm participating as a prime bidder or offeror on a procurement may receive credit towards the SDB Participation goal established for the procurement through their own self-performance.

*Example: A solicitation has a 15% SDB participation goal. An SDB prime offeror self-performing only 10% of the work on the contract (if permitted by the solicitation documents) must still satisfy the remaining 5% SDB participation goal through subcontracting or must request a Good Faith Efforts Waiver for the unmet SDB participation goal.*

2. For an SDB prime bidder or offeror to receive credit for self-performance, the SDB prime bidder or offeror must list itself in the **SDB Utilization Schedule (SDB-3)**.
3. The SDB prime bidder or offeror must also include the classification category (MBE, WBE, LGBTBE, DOBE, and/or SDVBE) under which it is self-performing and include

information regarding the work it will self-perform. For any portion of the SDB participation goal not met through the SDB prime bidder or offeror's self-performance, the SDB bidder or offeror must also identify on the **SDB Utilization Schedule (SDB-3)** the other SDB subcontractors, manufacturers, or suppliers it will use to meet the unmet portion of the goal or must request a Good Faith Efforts waiver.

#### **IV. Calculating SDB participation**

1. **SDB subcontractors.** An SDB subcontractor, through its own employees, shall perform at least 50% of the amount of the subcontract. 100% of the total subcontract amount shall be counted towards the SDB participation goal, unless the SDB subcontractor is performing one of the functions listed in paragraphs 2-4 below.
2. **SDB manufacturers.** An SDB manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles or equipment required under the contract and of the general character described by the specifications. 100% of the total cost of the materials or supplies purchased from the SDB manufacturer shall be counted towards the SDB participation goal.
3. **SDB stocking suppliers.** An SDB stocking supplier is a firm that owns, operates or maintains a store, warehouse or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business. 60% of the total cost of the materials or supplies purchased from the SDB stocking supplier shall be counted towards the SDB participation goal.

*Example for illustrative purposes of applying the 60% rule:*

*Overall contract value: \$2,000,000*

*Total value of supplies: \$100,000*

***Apply 60% Rule: \$100,000 x 60% = \$60,000***

***Divide 60% Rule result by contract value: \$60,000/\$2,000,000 = 3%***

*In this example, 3% would be counted towards the SDB participation goal for the SDB supplier.*

4. **SDB nonstocking suppliers.** An SDB nonstocking supplier does not carry inventory but orders materials from a manufacturer, manufacturer's representative or a stocking supplier. For a nonstocking supplier to receive credit, the nonstocking supplier shall perform a useful business function by engaging in meaningful work (that is, negotiating price; determining quality and quantity; ordering materials; and paying for the materials). Industry practices and other relevant factors will be considered. Only the amount of the fee or commission charged by the SDB nonstocking supplier for assistance in the procurement of the materials and supplies shall be counted towards the SDB participation goal. The fees or commissions must also be reasonable and not excessive as compared with fees customarily allowed for similar services.

## V. Additional Required Documentation.

1. The Bidder or Offeror must submit along with its **SDB Participation Submittal (SDB-2)** a **letter of commitment (LOC) (SDB-3.1)** for each subcontractor included in its **SDB Utilization Schedule (SDB-3)**. At a minimum, each **LOC** must contain the following unless otherwise specified by the solicitation documents:
  - a. The fixed numerical percentage commitment and associated estimated dollar value of the commitment made to the SDB; and
  - b. A description of the services or supplies the SDB will provide; and
  - c. The timeframe during the initial contract term and any extensions, options and renewals when the SDB will perform or provide the services and/or supplies; and
  - d. The name and telephone number of the Bidder or Offeror's point of contact for SDB participation; and
  - e. The name, address, and telephone number of the primary contact person for the SDB; and
  - f. Signatures of representatives of both the Bidder/Offeror and the SDB subcontractor authorized to contractually bind their firm.

## VI. Document Submittal Errors.

1. **Fatal errors.** The following errors will result in rejection of a bid or proposal as non-responsive:
  - a. Failure to submit a completed **SDB Participation Submittal (SDB-2)**;
  - b. Failure to submit an **SDB Utilization Schedule (SDB-3)**, unless the bidder or offer is seeking a complete Good Faith Efforts waiver;
  - c. Failure to list **DGS-verified** SDBs that will be used to meet the SDB participation goal;
  - d. Failure to submit a **Good Faith Efforts Waiver Request** when not meeting, in full, the SDB participation goal.

*Example: A bidder/offeror lists a subcontractor that possesses a third-party certificate issued by one of the DGS-approved third party certifying entities; however, the subcontractor did not complete its DGS SDB verification as of the bid or proposal due date and time. The bidder/offeror does not receive credit for any commitments made to the subcontractor and has therefore not met the SDB*



*participation goal. The bidder/offeror cannot cure this error. Therefore, the bid or proposal must be rejected as non-responsive.*

2. **Potentially curable errors.** The Issuing Office and BDISBO will provide Bidders or Offerors 72 hours to provide clarifications or to correct errors not listed as fatal errors above. In the event that the additionally submitted information does not adequately address the error, the bid or proposal is subject to rejection. **Bidders or Offerors are not permitted to add additional SDBs or make material changes during clarifications and corrections in order to meet the SDB Participation Goal.**
  
3. **Solicitations with Multiple Lots or Base Bids.** If the Bid or Proposal contains separate Lots or multiple Base Bids, an Offeror must complete and submit a separate **SDB Participation Submittal (SDB-2)** and accompanying required documentation for EACH Lot or Base Bid for which it is submitting a bid or proposal. Each separate **SDB Participation Submittal** and accompanying required documentation must be labeled to identify the corresponding Lot or Base Bid. Failure to submit an **SDB Participation Submittal** and accompanying required documentation for each Lot or Base Bid will result in the rejection of the bid or proposal for each Lot or Base Bid for which an **SDB Participation Submittal** was not submitted.

**SDB-2**  
**SDB PARTICIPATION SUBMITTAL**

CHECK ONE, AND ONLY ONE, BOX. FAILURE TO SUBMIT A COMPLETED SDB PARTICIPATION SUBMITTAL WILL RESULT IN REJECTION OF YOUR BID/PROPOSAL.

**I agree to meet the SDB participation goal in full.**

I have completed and am submitting with my bid or proposal an **SDB Utilization Schedule (SDB-3)**, which is required in order to be considered for award.

**I am requesting a partial waiver of the SDB participation goal.**

After making good faith outreach efforts as more fully described in the **Guidance for Documenting Good Faith Efforts to Meet the SDB Participation Goal**, I am unable to achieve the total SDB participation goal for this solicitation and am requesting a partial waiver of the SDB participation goal.

I have completed and am submitting with my bid or proposal both of the following, which are required in order to be considered for award:

1. an **SDB Utilization Schedule (SDB-3)** for that portion of the SDB participation goal for which I intend to meet; AND
2. a **Good Faith Efforts Waiver Request** for any portion of the SDB participation goals that I do not intend to meet.

**I am requesting a full waiver of the SDB participation goal**

After making good faith outreach efforts as more fully described in the **Guidance for Documenting Good Faith Efforts to Meet the SDB Participation Goal**, I am unable to achieve any part of the SDB participation goal for this solicitation and am requesting a full waiver of the SDB participation goal.

I have completed and am submitting with my bid or proposal a **Good Faith Efforts Waiver Request** for the complete SDB participation goal, which is required in order to be considered for award.

NOTE: SDB primes who are submitting as bidders or offerors must complete an **SDB Utilization Schedule (SDB-3)** identifying any self-performance towards the SDB participation goal.

**SDB-3**  
**SDB UTILIZATION SCHEDULE**

List in the chart below SDBs (including where applicable a prime bidder or offeror is self-performing a portion of the work) that will be used to meet the SDB participation goal (add additional pages if necessary). Submit a **Letter of Commitment (SDB-3.1)** for each SDB subcontractor, supplier, or manufacturer.

SDB Name SAP Vendor Number (6-digit number provided by SDB) SDB Verification Number (located on DGS SDB verification)	Type of SDB (check all that apply)	Description of Work to be Performed (Statement of Work/Specification reference)	% Commitment (or % of work to be self-performed by SDB bidder/offeror)	Associated Dollar Value of Commitment
Name: <u>ABC IT Solutions</u> SAP Vendor Number: <u>123456</u> SDB Verification Number: <u>123456-2016-09-SB-M</u>	MBE	IT staffing resources	%	\$
Name: SAP Vendor Number: SDB Verification Number:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGBTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE			
Name: SAP Vendor Number: SDB Verification Number:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGBTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE			
Name: SAP Vendor Number: SDB Verification Number:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGBTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE			
Name: SAP Vendor Number: SDB Verification Number:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGBTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE			
			Total % SDB commitment: _____	Total \$ amount: _____

**SDB-3.1**  
**LETTER OF COMMITMENT**

This Letter of Commitment serves as confirmation of the commitment by the prime as the Bidder/Offeror to utilize the Small Diverse Business (SDB) on the below-referenced Solicitation/Project.

Solicitation Number: \_\_\_\_\_  
Solicitation Name: \_\_\_\_\_

	Bidder/Offeror Information	SDB Information
Name		
Address		
Point of Contact		
Telephone number		
Email address		

Services/Supplies and Time Frame. If Bidder/Offeror is the successful vendor, the SDB shall perform or provide the following services or supplies during the initial term of the prime contract and during any extensions, options or renewal periods of the prime contract exercised by the Commonwealth, as more specifically set forth below:

Services or supplies the SDB will provide: \_\_\_\_\_

Specific Time Frame the SDB will provide the services or supplies: \_\_\_\_\_

Percentage Commitment. These services or supplies represent \_\_\_\_% of the total cost of the Bidder/Offeror's cost submittal for the initial term of the contract. Depending on actual contract usage or volume, it is expected the SDB will receive \$\_\_\_\_\_ during the initial contract term.

SDB verified. The SDB represents that it meets the SDB requirements set forth in the Solicitation and all required documentation has been provided to the Bidder/Offeror for its SDB submission.

Sincerely,

Acknowledged

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Signature  
Bidder/Offeror Point of Contact Name

\_\_\_\_\_  
Signature  
SDB Point of Contact Name

## SDB-4

# GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE SMALL DIVERSE BUSINESS (SDB) PARTICIPATION GOAL

In order to show that the Bidder/Offeror has made Good Faith Efforts to meet the SDB participation goal on a solicitation, the Offeror must either (1) meet the SDB participation goal and document its commitments for participation of SDB firms, or (2) when it does not meet the SDB participation goal, submit a Good Faith Efforts waiver request as set forth in Section IV below and the Good Faith Efforts Documentation to Support Waiver Request (SDB-5) of the SDB Participation Goal.

## I. Definitions

**SDB participation goal** – “SDB participation goal” refers to the SDB participation goal set for a procurement for MBE, WBE, LGBTBE, DOBE, and SDVBE utilization.

**Good Faith Efforts** - The “Good Faith Efforts” requirement means that when requesting a waiver, the Offeror must demonstrate that it took all necessary and reasonable steps to achieve the SDB participation goal. Those steps are considered necessary and reasonable when their scope, intensity, and relevance could reasonably be expected to obtain sufficient SDB participation, even if those steps were not fully successful. The Issuing Agency and Department of General Services’ Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO) will determine whether or not the Offeror that requests a Good Faith Efforts waiver made adequate Good Faith Efforts by considering the quality, quantity, and intensity of the Offeror’s efforts. Mere *pro forma* efforts are not Good Faith Efforts to meet the SDB participation requirements. The determination concerning the sufficiency of the Offeror's Good Faith Efforts is subjective; meeting quantitative formulas is not required.

**Identified Items of Work** – all of the items of work the Offeror identified as possible items of work for performance by SDBs and should include all reasonably identifiable work opportunities.

**Identified SDBs**– all of the SDBs the Offeror identified as available to perform the Identified Items of Work and should include all DGS-verified SDBs that are reasonably identifiable.

**Offeror** – for purposes of this **Good Faith Efforts Documentation to Support Waiver Request**, the term “Offeror” includes any entity responding to a solicitation, including invitations for bids, requests for proposals, and other types of best value solicitations.

**SDB** – “SDB” refers to Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Disability-Owned Business Enterprises (DOBE), LGBT-Owned Business Enterprises (LGBTBE), and Service-Disabled Veteran-Owned Small Business Enterprise (SDVBE) verified by BDISBO.

## II. Types of Actions Agency and BDISBO will Consider

The following is a list of types of actions the procuring agency and BDISBO will consider as part of the Offeror's Good Faith Efforts when the Offeror fails to meet, in full, the SDB participation goal. This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

### A. Identify Proposal Items as Work for SDBs

#### 1. Identified Items of Work

**SDB-4**  
**GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE SMALL  
DIVERSE BUSINESS (SDB) PARTICIPATION GOAL**

- (a) Offerors should reasonably identify sufficient items of work to be performed by SDBs.
- (b) Where appropriate, Offerors should break out contract work items into economically feasible units to facilitate SDB participation, rather than perform these work items with their own forces. **The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the Offeror of the responsibility to make Good Faith Efforts to meet the SDB participation goal.**

**B. Identify SDBs to Solicit**

1. Identified SDBs

- (a) Offerors should reasonably identify the SDBs that are available to perform the Identified Items of Work.
- (b) Any SDBs identified as available by the Offeror should be certified to perform the Identified Items of Work.

**C. Solicit SDBs**

- 1. Solicit all Identified SDBs for all Identified Items of Work by providing written notice. The Offeror should:
  - (a) provide the written solicitation to the Identified SDBs at least 10 days prior to Bid or Proposal due date to allow sufficient time for the Identified SDB to respond;
  - (b) send the written solicitation by first-class mail, facsimile, or e-mail using contact information in the BDISBO Directory, unless the Offeror has a valid basis for using different contact information; and
  - (c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the Identified SDB, and other requirements of the contract to assist Identified SDBs in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)
- 2. “All” Identified SDBs includes any SDB Firms the Offeror identifies as potentially available to perform the Identified Items of Work, but it does not include Identified SDBs who are no longer certified to perform the work as of the date the Offeror provides written solicitations.
- 3. “Electronic Means” includes, for example, information provided *via* a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested SDB cannot access the information provided by electronic means, the Offeror must make the information available in a manner that is accessible to the interested SDB.
- 4. Follow up on initial written solicitations by contacting Identified SDBs to determine their interest in bidding. The follow up contact may be made:

## SDB-4

### GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE SMALL DIVERSE BUSINESS (SDB) PARTICIPATION GOAL

- (a) by telephone using the contact information in BDISBO's Directory, unless the Offeror has a valid basis for using different contact information; or
  - (b) in writing *via* a method that differs from the method used for the initial written solicitation.
5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of Identified SDBs certified to perform the work of the contract. Examples of other means include:
- (a) attending any Supplier Forums, or Pre-Proposal or Pre-Bid conferences at which SDBs could be informed of contracting and subcontracting opportunities; and
  - (b) if recommended by the procurement, advertising with or effectively using the services of at least two diversity-focused entities or media, including trade associations, minority/women/disability/LGBT community organizations, minority/women/disability/LGBT contractors' groups, and local, state, and federal minority/women/disability/LGBT business assistance offices.

#### D. Negotiate with Interested SDBs

Offerors must negotiate in good faith with interested SDBs.

1. Evidence of negotiation includes, without limitation, the following:
  - (a) the names, addresses, and telephone numbers of SDBs that were considered;
  - (b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and
  - (c) evidence as to why additional agreements could not be reached for SDBs to perform the work.
2. In negotiating with subcontractors, the Offeror should consider a firm's price and capabilities as well as the SDB participation goal.
3. Additional costs incurred in finding and using SDBs are not sufficient justification for the Offeror's failure to meet the SDB participation goal, as long as such costs are reasonable. Factors to take into consideration when determining whether an SDB's quote is excessive or unreasonable include, without limitation, the following:
  - (a) dollar difference between the SDB subcontractor's quote and the average of other subcontractors' quotes received by the Offeror;
  - (b) percentage difference between the SDB subcontractor's quote and the average of other subcontractors' quotes received by the Offeror;
  - (c) percentage that the SDB subcontractor's quote represents of the overall contract amount;

## **SDB-4**

### **GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE SMALL DIVERSE BUSINESS (SDB) PARTICIPATION GOAL**

- (d) whether the work described in the SDB and Non-SDB subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and
  - (e) number of quotes received by the Offeror for that portion of the work.
4. The factors in paragraph 3 above are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.
  5. The Offeror may not use its price for self-performing work as a basis for rejecting an SDB's quote as excessive or unreasonable.
  6. The "average of the other subcontractors' quotes received" by the Offeror refers to the average of the quotes received from all subcontractors. Offeror should attempt to receive quotes from at least three subcontractors, including one quote from an SDB and one quote from a non-SDB.
  7. The Offeror shall not reject an SDB as unqualified without sound justification based on a thorough investigation of the firm's capabilities. For each SDB that is rejected as unqualified or that placed a subcontract quotation or offer that the Offeror concludes is not acceptable, the Offeror must provide a written detailed statement outlining the justification for this conclusion. The Offeror also must document the steps taken to verify the capabilities of the SDB and non-SDB Firms quoting similar work.
    - (a) The factors to take into consideration when assessing the capabilities of an SDB include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.
    - (b) The SDB's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of Proposals in the efforts to meet the SDB participation goal.

#### **E. Assisting Interested SDBs**

When appropriate under the circumstances, the procuring agency and BDISBO will consider whether the Offeror made reasonable efforts to assist interested SDBs in obtaining:

1. The bonding, lines of credit, or insurance required by the procuring agency or the Offeror; and
2. Necessary equipment, supplies, materials, or related assistance or services.

### **III. Other Considerations**

In making a determination of Good Faith Efforts, the procuring agency and BDISBO may consider engineering estimates, catalogue prices, general market availability and availability of certified SDBs in the area in which the work is to be performed, other Proposals or offers and subcontract Proposals or



**SDB-4**  
**GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE SMALL DIVERSE BUSINESS (SDB) PARTICIPATION GOAL**

offers substantiating significant variances between SDB and non-SDB costs of participation, and their impact on the overall cost of the contract to the Commonwealth and any other relevant factors.

The procuring agency and BDISBO may consider whether the Offeror decided to self-perform subcontract work with its own forces. The procuring agency and BDISBO also may consider the performance of other Offerors in meeting the SDB participation goal. For example, when the apparent successful Offeror fails to meet the SDB participation goal, but others meet it, this raises the question of whether, with additional reasonable efforts, the apparent successful Offeror could have met the SDB participation goal. If the apparent successful Offeror fails to meet the SDB participation goal but meets or exceeds the average SDB participation obtained by other Offerors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful Offeror having made Good Faith Efforts.

**IV. Documenting Good Faith Efforts**

At a minimum, the Offeror seeking a Good Faith Efforts waiver of the SDB participation goal or a portion thereof must provide written documentation of its Good Faith Efforts along with its bid or proposal. The written documentation shall include the following:

**A. Items of Work (complete SDB-5, Part 1 – Identified Items of Work Offeror Made Available to SDBs)**

A detailed statement of the efforts made to select portions of the work proposed to be performed by SDBs in order to increase the likelihood of achieving the SDB participation goal.

**B. Outreach/Solicitation/Negotiation**

1. A detailed statement of the efforts made to contact and negotiate with SDBs including:
  - (a) the names, addresses, and telephone numbers of the SDBs who were contacted, with the dates and manner of contacts (letter, fax, e-mail, telephone, etc.) (**complete SDB-5, Part 2 – Identified SDB Firms and Records of Solicitations. Include letters, fax cover sheets, e-mails, etc. documenting solicitations**); and
  - (b) a description of the information provided to SDBs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.
2. The record of the Offeror's compliance with the outreach efforts set forth in **SDB-5, Part 3 - Outreach Efforts Compliance Statement**.

**C. Rejected SDBs (complete SDB-5, Part 4 - Additional Information Regarding Rejected SDB Quotes)**

1. For each SDB that the Offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the Offeror's conclusion, including the steps taken to verify the capabilities of the SDB and non-SDB firms quoting similar work.
2. For each SDB that the Offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the Offeror's conclusion, including the quotes received

**SDB-4**  
**GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE SMALL  
DIVERSE BUSINESS (SDB) PARTICIPATION GOAL**

from all SDB and non-SDB firms proposing on the same or comparable work. **(Include copies of all quotes received.)**

**D. Unavailable SDBs (complete SDB-5, Part 5 – SDB Subcontractor Unavailability Certificate)**

1. **For each SDB that the Offeror contacted but found to be unavailable, submit an SDB Subcontractor Unavailability Certificate** signed by the SDB, an email from the SDB indicating the SDB is unavailable, or a statement from the Offeror that the SDB refused to sign the SDB Subcontractor Unavailability Certificate.

**E. Other Documentation**

1. Submit any other documentation requested by BDISBO or the Procuring Agency to ascertain the Offeror's Good Faith Efforts.
2. Submit any other documentation the Offeror believes will help BDISBO or the Procuring Agency ascertain its Good Faith Efforts.

**SDB-5**

**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF SDB PARTICIPATION GOAL**

<b>Project Description:</b>	
<b>Commonwealth Agency Name:</b>	
<b>Solicitation #:</b>	
<b>Solicitation Due Date and Time:</b>	

<b>Bidder/Offeror Company Name:</b>	
Bidder/Offeror Contact Name:	
Bidder/Offeror Contact Email:	
Bidder/Offeror Contact Phone Number:	

**Part 1 – Identified Items of Work Offeror Made Available to SDBs**

Identify those items of work that the Offeror made available to SDBs. This includes, where appropriate, those items the Offeror identified and subdivided into economically feasible units to facilitate the SDB participation. For each item listed, show the anticipated percentage of the total contract amount. It is the Offeror’s responsibility to demonstrate that enough work to meet the SDB participation goal was made available to SDBs, and the total percentage of the items of work identified for SDB participation met or exceeded the SDB participation goal set for the procurement.

Identified Items of Work	Was this work listed in the solicitation?	Does Offeror normally self-perform this work?	Was this work made available to SDB Firms? If not, explain why.
	___ yes ___ no	___ yes ___ no	___ yes ___ no
	___ yes ___ no	___ yes ___ no	___ yes ___ no
	___ yes ___ no	___ yes ___ no	___ yes ___ no
	___ yes ___ no	___ yes ___ no	___ yes ___ no
	___ yes ___ no	___ yes ___ no	___ yes ___ no

Attach additional sheets if necessary.

**SDB-5**

**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF SDB PARTICIPATION GOAL**

**Part 2 – Identified SDBs and Record of Solicitations**

Identify the SDBs solicited to provide quotes for the Identified Items of Work made available for SDB participation. Include the name of the SDB solicited, items of work for which quotes were solicited, date and manner of initial and follow-up solicitations, whether the SDB provided a quote, and whether the SDB is being used toward meeting the SDB participation goal. SDBs used to meet the SDB participation goal must be listed on the **SDB Utilization Schedule (SDB-3)**.

Note: Copies of all written solicitations and documentation of follow-up calls to SDBs must be attached to this form. For each Identified SDB listed below, Offeror should submit an SDB Subcontractor Unavailability Certificate signed by the SDB or a statement from the Offeror that the SDB refused to sign the SDB Subcontractor Unavailability Certificate.

<b>Name of Identified SDB and Classification</b>	<b>Describe Item of Work Solicited</b>	<b>Initial Solicitation Date &amp; Method</b>	<b>Follow-up Solicitation Date &amp; Method</b>	<b>Details for Follow-up Calls</b>	<b>Quote Received?</b>	<b>Quote Used?</b>	<b>Reason Quote Rejected</b>
SDB Name:  <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGBTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE		Date:  <input type="checkbox"/> mail <input type="checkbox"/> email <input type="checkbox"/> fax	Date:  <input type="checkbox"/> mail <input type="checkbox"/> email <input type="checkbox"/> fax	Date and Time of Call: Spoke with: Left Message:	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> Used other SDB <input type="checkbox"/> Used non-SDB <input type="checkbox"/> Self performing
SDB Name:  <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGBTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE		Date:  <input type="checkbox"/> mail <input type="checkbox"/> email <input type="checkbox"/> fax	Date:  <input type="checkbox"/> mail <input type="checkbox"/> email <input type="checkbox"/> fax	Date and Time of Call: Spoke with: Left Message:	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> Used other SDB <input type="checkbox"/> Used non-SDB <input type="checkbox"/> Self performing

Attach additional sheets as necessary.

**SDB-5**  
**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF**  
**SDB PARTICIPATION GOAL**

**Part 3 – SDB Outreach Compliance Statement**

- 1. List the Identified Items of Work (subcontracting opportunities) for the solicitation along with specific work categories:**

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- 2. Attach to this form copies of written solicitations (with Bid or Proposal instructions) used to solicit Identified SDBs for these subcontract opportunities.**

- 3. Offeror made the following attempts to personally contact the Identified SDBs:**

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- 4. Bonding Requirements (Please Check One):**

\_\_\_\_\_ This project does not involve bonding requirements.

\_\_\_\_\_ Offeror assisted Identified SDBs to fulfill or seek waiver of bonding requirements.  
(DESCRIBE EFFORTS):

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- 5. Pre-Bid/Proposal Conference or Supplier Forum (Please Check One):**

\_\_\_\_\_ Offeror did attend the pre-Bid/Proposal conference or Supplier Forum

\_\_\_\_\_ No pre-Bid/Proposal conference or Supplier Forum was held

\_\_\_\_\_ Offeror did not attend the pre-Bid/Proposal conference or Supplier Forum

**SDB-5**

**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF SDB PARTICIPATION GOAL**

**Part 4 – Additional Information Regarding Rejected SDB Quotes**

This form must be completed if Part 2 indicates that an SDB quote was rejected because the Offeror is using a non-SDB or is self-performing the Identified Items of Work. List the Identified Items Work, indicate whether the work will be self-performed or performed by a non-SDB, and if applicable, state the name of the non-SDB firm. Also include the names of all SDBs and non-SDB firms that provided a quote and the amount of each quote.

Describe Identified Items of Work not being performed by SDBs (include specific section from bid or proposal)	Self-performing or using non-SDB (provide name of non-SDB if applicable)	Amount of non-SDB quote	Name of other firms that provided quotes and whether they are SDB	Amount quoted	Reason why SDB quote was rejected along with brief explanation
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-SDB Name: _____	\$	_____ SDB _____ Non-SDB	\$	<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-SDB Name: _____	\$	_____ SDB _____ Non-SDB	\$	<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-SDB Name: _____	\$	_____ SDB _____ Non-SDB	\$	<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-SDB Name: _____	\$	_____ SDB _____ Non-SDB	\$	<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-SDB Name: _____	\$	_____ SDB _____ Non-SDB	\$	<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other

Attach additional sheets as necessary.

**SDB-5**  
**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF**  
**SDB PARTICIPATION GOAL**

**Part 5 – SDB Subcontractor Unavailability Certificate**

1. It is hereby certified that the firm of \_\_\_\_\_  
(Name of SDB)

located at \_\_\_\_\_  
(Number) (Street)

\_\_\_\_\_  
(City) (State) (Zip)

was offered an opportunity to bid on Solicitation No. \_\_\_\_\_

by \_\_\_\_\_  
(Name of Prime Contractor's Firm)

\*\*\*\*\*

2. \_\_\_\_\_ (SDB), is either unavailable for the work/service or  
unable to prepare a Proposal for this project for the following reason(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Signature of SDB's Representative) (Title) (Date)

\_\_\_\_\_  
(DGS SDB Certification #) (Telephone #)

\*\*\*\*\*

3. If the SDB does not complete this form, the prime contractor must complete the following:

To the best of my knowledge and belief, the above-listed SDB is either unavailable for the work/service for this project, is unable to prepare a Proposal, or did not respond to a request for a price Proposal and has not completed the above portion of this submittal.

\_\_\_\_\_  
(Signature of Prime Contractor) (Title) (Date)

**SMALL DIVERSE BUSINESS AND VETERAN BUSINESS ENTERPRISE  
PARTICIPATION INFORMATION**

1. **SDB and VBE Participation Goals.** The Issuing Office and BDISBO have set an SDB Participation Goal and a VBE Participation Goal for this RFP which is listed on the SDB and VBE Participation Summary Sheet. The SDB and VBE Participation Goals were calculated based upon the market availability of SDBs and VBEs for work scopes identified for this solicitation and an assessment of past performance under the prior contract.

This is a significant programmatic change from the SDB and SB Participation program contained in prior RFPs issued by the Commonwealth. Offerors now must agree to meet the SDB and VBE Participation Goals in full or demonstrate they have made Good Faith Efforts to meet the Goals.

2. **Small Diverse Business (SDB) Participation Submittal Packet (Forms SDB-1, SDB-2, SDB-3, SDB-3.1, SDB-4, SDB-5).** The SDB Participation Submittal Packet and associated required documentation shall be submitted in accordance with the Instructions for Completing SDB Participation Submittal and SDB Utilization Schedule and shall be submitted electronically in accordance Paragraph 5 of the Description.
3. **Veteran Business Enterprise (VBE) Participation Submittal Packet (Forms VBE-1, VBE-2, VBE-3, VBE-3.1, VBE-4, VBE-5).** The VBE Participation Submittal and associated required documentation shall be submitted in accordance with the Instructions for Completing VBE Participation Submittal and VBE Utilization Schedule and shall be submitted electronically in accordance with Paragraph 5 of the Description.

**NOTE: Equal employment opportunity and contract compliance statements referring to company equal employment opportunity policies or past contract compliance practices do not constitute proof of SDB or VBE Status or entitle an Offeror to receive credit towards the SDB or VBE participation goals.**

4. **Contract Requirements—SDB and VBE Participation.**
  - A. SDB and VBE Participation Documents. All documents completed and submitted by the selected Offeror in connection with its SDB Participation Submittal (including the SDB Participation Submittal, SDB Utilization Schedule, and any Good Faith Efforts Documentation to Support Waiver Request of SDB Participation Goal) and its VBE Participation Submittal (including the VBE Participation Submittal, VBE Utilization Schedule, and any Good Faith Efforts Documentation to Support Waiver Request of VBE Participation Goal) shall be considered a part of the Contract and are hereby expressly incorporated into the Contract by reference thereto.
  - B. Required contract terms. All contracts containing SDB and/or VBE participation must contain the following contract provisions to be maintained through the initial contract term and any subsequent options or renewals:
    1. Each SDB participation commitment and each VBE participation commitment which was credited by BDISBO and the total percentage of the SDB participation



## **SMALL DIVERSE BUSINESS AND VETERAN BUSINESS ENTERPRISE PARTICIPATION INFORMATION**

commitments and VBE participation commitments made at the time of proposal submittal or contract negotiations, as applicable, become contractual obligations of the selected Offeror upon execution of its contract with the Commonwealth.

2. For purposes of monitoring compliance with the selected Offeror's SDB participation commitments and VBE participation commitments, the contract cost is the total amount paid to the selected Offeror throughout the initial contract term and all renewal option terms.
  3. The selected offeror cannot alter its overall SDB or VBE commitments or commitments made to individual SDB or VBE subcontractors without written approval from the Issuing Officer and BDISBO.
  4. Both the overall percentage of SDB and VBE commitments, and individual SDB and VBE commitments must be maintained in the event the contract is assigned to another prime contractor.
- C. Subcontract requirements.

1. The selected offeror and each SDB listed on the SDB Utilization Schedule or VBE listed on the VBE Utilization Schedule must enter into a final, definitive subcontract agreement signed by the selected offeror and the SDB or VBE within 30 calendar days of the final execution date of the Commonwealth contract. A Model Form of Small Diverse Business/Veteran Business Enterprise Subcontractor Agreement which may be used to satisfy this requirement – is available in Group 1.2.3 of the RFP Questions.
2. In addition to any requirements in the offeror's contract documents, the subcontract must contain:
  - a. The specific work, supplies or services the SDB or VBE will perform; location for work performed; how the work, supplies or services relate to the contract; and the specific timeframe during the initial term and any extensions, options and renewals of the prime contract when the work, supplies or services will be provided or performed;
  - b. The fixed percentage commitment and/or associated estimated dollar value that each SDB or VBE will receive based on the final negotiated cost for the initial term of the prime contract and any renewal option terms;
  - c. Payment terms indicating that the SDB or VBE will be paid for work satisfactorily completed within 14 calendar days of the selected offeror's receipt of payment from the Commonwealth for such work. Subcontractors are encouraged to utilize electronic payment methods;

**SMALL DIVERSE BUSINESS AND VETERAN BUSINESS ENTERPRISE  
PARTICIPATION INFORMATION**

- d. Commercially reasonable terms for the applicable business/industry that are no less favorable than the terms of the selected offeror's contract with the Commonwealth and that do not place disproportionate risk on the SDB or VBE relative to the nature and level of the SDB's or VBE's participation in the contract; and
  - e. The requirement that the SDB or VBE submit to BDISBO utilization reports.
3. If a subcontract agreement is required by the solicitation document and the subcontract terms omit any of the information required in subparagraph 2 but that information is otherwise reflected within the selected offeror's SDB Participation Submittal, VBE Participation Submittal, or associated documents (SDB Utilization Schedule, VBE Utilization Schedule, and Letters of Commitment), the information listed in the SDB Participation Submittal, VBE Participation Submittal, or associated documents is incorporated into the subcontract agreement. To the extent that any subcontract terms conflict with the requirements of paragraph (2) or information contained within the selected offeror's SDB Participation Submittal or VBE Participation Submittal and associated documents, the order of precedence is as follows: 1) the requirements of paragraph 2, 2) the selected offeror's SDB Participation Submittal, VBE Participation Submittal and associated documents; and 3) the terms of the subcontract agreement.
  4. If the selected offeror and a SDB listed on the SDB Utilization Schedule or VBE listed on the VBE Utilization Schedule cannot agree upon a definitive subcontract within 30 calendar days of the final execution date of the Commonwealth contract or as specified in the solicitation, the selected offeror must provide written notification to the issuing Agency and BDISBO.
  5. The prime contractor must provide a copy of any required subcontract with an SDB or VBE to BDISBO or the Agency within ten (10) business days of receiving such a request.

**D. Utilization Reports.**

1. The prime contractor must submit a Monthly Utilization Report to BDISBO and the contracting officer of the Issuing Office in the format required by BDISBO and within ten (10) business days at the end of each month of the contract term and any subsequent options or renewals. The Monthly Utilization Report must list payments made to each SDB or VBE subcontractor and any unpaid invoices over 30 calendar days old received from an SDB or VBE subcontractor, and the reason payment has not been made. This information will be used to track and confirm the actual dollar amount paid to SDB or VBE subcontractors and suppliers and will serve as a record of fulfillment of the contractual commitment(s). If there was no activity, the form must be completed by stating "No activity". A late fee of \$100.00 per day may be assessed against the prime

**SMALL DIVERSE BUSINESS AND VETERAN BUSINESS ENTERPRISE  
PARTICIPATION INFORMATION**

contractor if the Utilization Report is not submitted in accordance with the schedule above.

2. The prime contractor must include in its agreements with its SDB and VBE subcontractors a requirement that the SDB and VBE subcontractors submit to BDISBO, within the time frame set forth within the solicitation document, a report identifying the prime contract, and listing:
    - a. Payments received from the prime contractor within the time frame covered by the report, and
    - b. Invoices for which the subcontractor has not been paid.
- E. Noncompliance with SDB and/or VBE commitments.
1. Upon BDISBO notifying the contracting Agency that a prime contractor did not comply with the SDB commitments or VBE commitments, the contracting Agency shall notify the prime contractor in writing of its findings and shall specify what corrective actions are required. The prime contractor is required to initiate the corrective actions within 10 business days and complete them within the time specified by the contracting Agency.
  2. If a contracting Agency determines that material noncompliance with SDB and VBE contract provisions exists and that the prime contractor refuses or fails to take the corrective action required by the contracting Agency, the contracting Agency, in consultation with BDISBO, may impose any and all sanctions and remedies available under the contract as it deems appropriate. Such sanctions or remedies include, but are not limited to, termination of the contract; revocation of the prime contractor's SB, SDB, and/or VBE status; and/or any actions under the Commonwealth's Contractor Responsibility Program, up to and including suspension or debarment from future contracting opportunities with the Commonwealth.

## VETERAN BUSINESS ENTERPRISE PARTICIPATION INFORMATION

1. **VBE Participation Goals.** The Issuing Office and BDISBO have set an VBE Participation Goal for this RFP which is listed on the VBE Participation Summary Sheet. The VBE Participation Goal was calculated based upon the market availability of VBEs for work scopes identified for this solicitation and an assessment of past performance under the prior contract.

This is a significant programmatic change from the SDB and SB Participation program contained in prior RFPs issued by the Commonwealth. Offerors now must agree to meet the VBE Participation Goal in full or demonstrate they have made Good Faith Efforts to meet the Goal.

2. **Veteran Business Enterprise (VBE) Participation Submittal Packet (Forms VBE-1, VBE-2, VBE-3, VBE-3.1, VBE-4, VBE-5).** The VBE Participation Submittal Packet and associated required documentation shall be submitted in accordance with the Instructions for Completing VBE Participation Submittal and VBE Utilization Schedule and shall be submitted electronically in accordance with VBE Participation Question No. 1.2.2.

**NOTE: Equal employment opportunity and contract compliance statements referring to company equal employment opportunity policies or past contract compliance practices do not constitute proof of VBE Status or entitle an Offeror to receive credit towards the VBE participation goal.**

3. **Contract Requirements—VBE Participation.**

- A. VBE Participation Documents. All documents completed and submitted by the selected Offeror in connection with its VBE Participation Submittal (including the VBE Participation Submittal, VBE Utilization Schedule, and any Good Faith Efforts Documentation to Support Waiver Request of VBE Participation Goal) shall be considered a part of the Contract and are hereby expressly incorporated into the Contract by reference thereto.
- B. Required contract terms. All contracts containing VBE participation must contain the following contract provisions to be maintained through the initial contract term and any subsequent options or renewals:
  1. Each VBE participation commitment which was credited by BDISBO and the total percentage of the VBE participation commitments made at the time of proposal submittal or contract negotiations, as applicable, become contractual obligations of the selected Offeror upon execution of its contract with the Commonwealth.
  2. For purposes of monitoring compliance with the selected Offeror's VBE participation commitments, the contract cost is the total amount paid to the selected Offeror throughout the initial contract term and all renewal option terms.

## VETERAN BUSINESS ENTERPRISE PARTICIPATION INFORMATION

3. The selected Offeror cannot alter its overall VBE commitment or commitments made to individual VBE subcontractors without written approval from the Issuing Officer and BDISBO.
4. Both the overall percentage VBE commitment and individual VBE commitments must be maintained in the event the contract is assigned to another prime contractor.

### C. Subcontract requirements.

1. The selected Offeror and each VBE listed on the VBE Utilization Schedule must enter into a final, definitive subcontract agreement signed by the selected offeror and the VBE within 30 calendar days of the final execution date of the Commonwealth contract. A Model Form of Small Diverse Business/Veteran Business Enterprise Subcontractor Agreement which may be used to satisfy this requirement – is available in Group 1.2 of the RFP Questions.
2. In addition to any requirements in the selected Offeror's contract documents, the subcontract must contain:
  - a. The specific work, supplies or services the VBE will perform; location for work performed; how the work, supplies or services relate to the contract; and the specific timeframe during the initial term and any extensions, options and renewals of the prime contract when the work, supplies or services will be provided or performed;
  - b. The fixed percentage commitment and/or associated estimated dollar value that each VBE will receive based on the final negotiated cost for the initial term of the prime contract and any renewal option terms;
  - c. Payment terms indicating that the VBE will be paid for work satisfactorily completed within 14 calendar days of the selected offeror's receipt of payment from the Commonwealth for such work. Subcontractors are encouraged to utilize electronic payment methods;
  - d. Commercially reasonable terms for the applicable business/industry that are no less favorable than the terms of the selected offeror's contract with the Commonwealth and that do not place disproportionate risk on the VBE relative to the nature and level of the VBE's participation in the contract; and
  - e. The requirement that the VBE submit to BDISBO utilization reports.
3. If the subcontract terms omit any of the information required in subparagraph 2 but that information is otherwise reflected within the selected offeror's VBE Participation Submittal or associated documents (VBE Utilization Schedule and Letters of Commitment), the information listed in the VBE Participation Submittal

## VETERAN BUSINESS ENTERPRISE PARTICIPATION INFORMATION

or associated documents is incorporated into the subcontract agreement. To the extent that any subcontract terms conflict with the requirements of paragraph (2) or information contained within the selected offeror's VBE Participation Submittal and associated documents, the order of precedence is as follows: 1) the requirements of paragraph 2, 2) the selected offeror's VBE Participation Submittal and associated documents; and 3) the terms of the subcontract agreement.

4. If the selected offeror and a VBE listed on the VBE Utilization Schedule cannot agree upon a definitive subcontract within 30 calendar days of the final execution date of the Commonwealth contract or as specified in the solicitation, the selected offeror must provide written notification to the issuing Agency and BDISBO.
5. The prime contractor must provide a copy of any required subcontract with an VBE to BDISBO or the Agency within ten (10) business days of receiving such a request.

### D. Utilization Reports.

1. The prime contractor must submit a Monthly Utilization Report to BDISBO and the contracting officer of the Issuing Office in the format required by BDISBO and within ten (10) business days at the end of each month of the contract term and any subsequent options or renewals. The Monthly Utilization Report must list payments made to each VBE subcontractor and any unpaid invoices over 30 calendar days old received from an VBE subcontractor, and the reason payment has not been made. This information will be used to track and confirm the actual dollar amount paid to VBE subcontractors and suppliers and will serve as a record of fulfillment of the contractual commitment(s). If there was no activity, the form must be completed by stating "No activity". A late fee of \$100.00 per day may be assessed against the prime contractor if the Utilization Report is not submitted in accordance with the schedule above.
2. The prime contractor must include in its agreements with its VBE subcontractors a requirement that the VBE subcontractors submit to BDISBO, within the time frame set forth within the solicitation document, a report identifying the prime contract, and listing:
  - a. Payments received from the prime contractor within the time frame covered by the report, and
  - b. Invoices for which the subcontractor has not been paid.

### E. Noncompliance with VBE commitments.

1. Upon BDISBO notifying the contracting Agency that a prime contractor did not comply with the VBE commitments, the contracting Agency shall notify the prime contractor in writing of its findings and shall specify what corrective actions are required. The prime contractor is required to initiate the corrective

## **VETERAN BUSINESS ENTERPRISE PARTICIPATION INFORMATION**

actions within 10 business days and complete them within the time specified by the contracting Agency.

2. If a contracting Agency determines that material noncompliance with VBE contract provisions exists and that the prime contractor refuses or fails to take the corrective action required by the contracting Agency, the contracting Agency, in consultation with BDISBO, may impose any and all sanctions and remedies available under the contract as it deems appropriate. Such sanctions or remedies include, but are not limited to, termination of the contract; revocation of the prime contractor's SB, Small Diverse Business, and/or VBE status; and/or any actions under the Commonwealth's Contractor Responsibility Program, up to and including suspension or debarment from future contracting opportunities with the Commonwealth.

**Veteran Business Enterprise**  
**Submittal Packet**



**Veteran Business Enterprise (VBE) Participation Summary Sheet**

**Solicitation/Project #:** 6100051157

**Issuing Agency:** Department of General Services

**Name of Procurement/Project:** CADD Workstation Computing Devices and Monitors

**VBE Participation Goal (for VBE and SDVBE):** 3%

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**Attachments:**

- VBE-1 Instructions for completing VBE Participation Submittal and VBE Utilization Schedule
- VBE-2 VBE Participation Submittal
- VBE-3 VBE Utilization Schedule
- VBE-3.1 VBE Letter of Commitment
- VBE-4 Guidance for Documenting Good Faith Efforts to meet the VBE participation goal
- VBE-5 Good Faith Efforts Documentation to Support Waiver Request of VBE Participation Goal

**VBE-1**  
**INSTRUCTIONS FOR COMPLETING THE VETERAN BUSINESS ENTERPRISE**  
**(VBE) PARTICIPATION SUBMITTAL AND VBE UTILIZATION SCHEDULE.**

*PLEASE READ BEFORE COMPLETING THESE DOCUMENTS*

The following instructions include details for completing the VBE Participation Submittal (VBE-2) which Bidders or Offerors must submit in order to be considered responsive.

This form also includes instructions for completing the VBE Utilization Schedule (VBE-3), which Bidders or Offerors must submit for any portion of the VBE participation goal the Bidder or Offeror commits to meeting.

Bidder/Offeror shall agree to achieve the VBE participation goal set forth in the **VBE Participation Summary Sheet** or request a waiver from meeting the entire or a portion of the goal.

**A Bidder/Offeror's failure to meet the VBE participation goal in full or receive an approved Good Faith Efforts waiver for any unmet portion of the VBE participation goal will result in the rejection of the Bid or Proposal as nonresponsive.**

I. **VBE Participation Goal:** The VBE participation goal is set forth in the **VBE Participation Summary Sheet**. The Bidder/Offeror is encouraged to use a diverse group of subcontractors and suppliers to meet the VBE participation goal.

II. **VBE Eligibility:**

1. **Finding VBE firms:** The directory of **DGS-verified** VBE firms can be accessed from the DGS Supplier Search directory at: <http://www.dgs.internet.state.pa.us/suppliersearch>.
2. **Only VBES verified by DGS** and as defined herein may be counted for purposes of achieving the VBE participation goal. In order to be counted for purposes of achieving the VBE participation goal, the VBE firm, including an VBE prime, must be DGS-verified for the services, materials or supplies that it is committed to perform on the **VBE Utilization Schedule (VBE-3)**. A firm whose VBE verification is pending or incomplete as of the bid or proposal due date and time shall not be counted. [Self-certified SBs that do not have their VBE verification as of the bid or proposal due date and time cannot be used to meet the VBE participation goal.](#)
3. **VBE Requirements:** To be considered an VBE, a firm must be a **DGS-verified** Veteran-Owned Small Business Enterprise or a Service-Disabled Veteran-Owned Small Business Enterprise.

Additional information on the DGS verification process can be found at:

<https://www.dgs.pa.gov/Small%20Diverse%20Business%20Program/Pages/default.aspx>

4. Dually verified firms. If a DGS-verified VBE is dually verified as an SDB, the firm may receive credit towards both the VBE participation goal and the SDB participation goal as set forth on the SDB and VBE Participation Summary Sheet.

*Example: The VBE participation goal is separate and independent from the SDB participation goal. Therefore, a VBE firm also verified as an SDB may be used towards fulfilling both the VBE participation goal and the SDB participation goal.*

5. Participation by VBE firms as prime bidders/offerors or subcontractors. A Bidder/Offeror that qualifies as an VBE and submits a bid or proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Bidders/Offerors. An VBE may be included as a subcontractor with as many prime contractors as it chooses in separate bids or proposals.
6. Questions about VBE verification. Questions regarding the VBE program, including questions about the self-certification and verification processes can be directed to:

Department of General Services  
Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO)  
Room 611, North Office Building  
Harrisburg, PA 17125  
Phone: (717) 783-3119  
Fax: (717) 787-7052  
Email: [RA-BDISBOVerification@pa.gov](mailto:RA-BDISBOVerification@pa.gov)  
Website: [www.dgs.pa.gov](http://www.dgs.pa.gov)

### III. Guidelines Regarding VBE Prime Self-Performance.

1. An VBE firm participating as a prime bidder or offeror on a procurement may receive credit towards the VBE Participation goal established for the procurement through their own self-performance.

*Example: A solicitation has a 15% VBE participation goal. An VBE prime offeror self-performing only 10% of the work on the contract (if permitted by the solicitation documents) must still satisfy the remaining 5% VBE participation goal through subcontracting or must request a Good Faith Efforts Waiver for the unmet VBE participation goal.*

2. For an VBE prime bidder or offeror to receive credit for self-performance, the VBE prime bidder or offeror must list itself in the **VBE Utilization Schedule (VBE-3)**.
3. The VBE prime bidder or offeror must also include the classification category (Veteran-Owned Small Business Enterprise or a Service-Disabled Veteran-Owned Small Business Enterprise) under which it is self-performing and include information regarding the work it will self-perform. For any portion of the VBE participation goal not met through the

VBE prime bidder or offeror's self-performance, the VBE bidder or offeror must also identify on the **VBE Utilization Schedule** the portion of the VBE participation goal that will be performed by VBE subcontractors, manufacturers, or suppliers it will use to meet the unmet portion of the goal or must request a Good Faith Efforts waiver.

#### **IV. Calculating VBE participation**

1. **VBE subcontractors.** An VBE subcontractor, through its own employees, shall perform at least 50% of the amount of the subcontract. 100% of the total subcontract amount shall be counted towards the VBE participation goal, unless the VBE subcontractor is performing one of the functions listed in paragraphs 2-4 below.
2. **VBE manufacturers.** An VBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles or equipment required under the contract and of the general character described by the specifications. 100% of the total cost of the materials or supplies purchased from the VBE manufacturer shall be counted towards the VBE participation goal.
3. **VBE stocking suppliers.** An VBE stocking supplier is a firm that owns, operates or maintains a store, warehouse or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business. 60% of the total cost of the materials or supplies purchased from the VBE stocking supplier shall be counted towards the VBE participation goal.

*Example for illustrative purposes of applying the 60% rule:*

*Overall contract value: \$2,000,000*

*Total value of supplies: \$100,000*

***Apply 60% Rule: \$100,000 x 60% = \$60,000***

***Divide 60% Rule result by contract value: \$60,000/\$2,000,000 = 3%***

*In this example, 3% would be counted towards the VBE participation goal for the VBE supplier.*

4. **VBE nonstocking suppliers.** An VBE nonstocking supplier does not carry inventory but orders materials from a manufacturer, manufacturer's representative or a stocking supplier. For a nonstocking supplier to receive credit, the nonstocking supplier shall perform a useful business function by engaging in meaningful work (that is, negotiating price; determining quality and quantity; ordering materials; and paying for the materials). Industry practices and other relevant factors will be considered. Only the amount of the fee or commission charged by the VBE nonstocking supplier for assistance in the procurement of the materials and supplies shall be counted towards the VBE participation goal. The fees or commissions must also be reasonable and not excessive as compared with fees customarily allowed for similar services.

#### **V. Additional Required Documentation.**

1. The Bidder or Offeror must submit along with its **VBE Participation Submittal (VBE-2)** a **letter of commitment (LOC) (VBE-3.1)** for each subcontractor included in its **VBE Utilization Schedule (VBE-3)**. At a minimum, each **LOC** must contain the following unless otherwise specified by the solicitation documents:
  - a. The fixed numerical percentage commitment and associated estimated dollar value of the commitment made to the VBE; and
  - b. A description of the services or supplies the VBE will provide; and
  - c. The timeframe during the initial contract term and any extensions, options and renewals when the VBE will perform or provide the services and/or supplies; and
  - d. The name and telephone number of the Bidder or Offeror's point of contact for VBE participation; and
  - e. The name, address, and telephone number of the primary contact person for the VBE; and
  - f. Signatures of representatives of both the Bidder/Offeror and the VBE subcontractor authorized to contractually bind their firm.

## **VI. Document Submittal Errors.**

1. **Fatal errors.** The following errors will result in rejection of a bid or proposal as non-responsive:
  - a. Failure to submit a completed **VBE Participation Submittal (VBE-2)**;
  - b. Failure to submit an **VBE Utilization Schedule (VBE-3)**, unless the bidder or offer is seeking a complete Good Faith Efforts waiver;
  - c. Failure to list **DGS-verified** VBEs that will be used to meet the VBE participation goal;
  - d. Failure to submit a **Good Faith Efforts Waiver Request** when not meeting, in full, the VBE participation goal.

*Example: A bidder/offeror lists a subcontractor that possesses a third-party certificate issued by one of the DGS-approved third party certifying entities; however, the subcontractor did not complete its DGS VBE verification as of the bid or proposal due date and time. The bidder/offeror does not receive credit for any commitments made to the subcontractor and has therefore not met the VBE participation goal. The bidder/offeror cannot cure this error. Therefore, the bid or proposal must be rejected as non-responsive.*

2. **Potentially curable errors.** The Issuing Office and BDISBO will provide Bidders or Offerors 72 hours to provide clarifications or to correct errors not listed as fatal errors above. In the event that the additionally submitted information does not adequately address the error, the bid or proposal is subject to rejection. **Bidders or Offerors are not permitted to add additional VBEs or make material changes during clarifications and corrections in order to meet the VBE Participation Goal.**
  
3. **Solicitations with Multiple Lots or Base Bids.** If the Bid or Proposal contains separate Lots or multiple Base Bids, an Offeror must complete and submit a separate **VBE Participation Submittal (VBE-2)** and accompanying required documentation for EACH Lot or Base Bid for which it is submitting a bid or proposal. Each separate **VBE Participation Submittal** and accompanying required documentation must be labeled to identify the corresponding Lot or Base Bid. Failure to submit an **VBE Participation Submittal** and accompanying required documentation for each Lot or Base Bid will result in the rejection of the bid or proposal for each Lot or Base Bid for which an **VBE Participation Submittal** was not submitted.

**VBE-2**  
**VBE PARTICIPATION SUBMITTAL**

CHECK ONE, AND ONLY ONE, BOX. FAILURE TO SUBMIT A COMPLETED VBE PARTICIPATION SUBMITTAL WILL RESULT IN REJECTION OF YOUR BID/PROPOSAL.

**I agree to meet the VBE participation goal in full.**

I have completed and am submitting with my bid or proposal an **VBE Utilization Schedule (VBE-3)**, which is required in order to be considered for award.

**I am requesting a partial waiver of the VBE participation goal.**

After making good faith outreach efforts as more fully described in the **Guidance for Documenting Good Faith Efforts to Meet the VBE Participation Goal**, I am unable to achieve the total VBE participation goal for this solicitation and am requesting a partial waiver of the VBE participation goal.

I have completed and am submitting with my bid or proposal both of the following, which are required in order to be considered for award:

1. an **VBE Utilization Schedule (VBE-3)** for that portion of the VBE participation goal for which I intend to meet; AND
2. a **Good Faith Efforts Waiver Request** for any portion of the VBE participation goals that I do not intend to meet.

**I am requesting a full waiver of the VBE participation goal**

After making good faith outreach efforts as more fully described in the **Guidance for Documenting Good Faith Efforts to Meet the VBE Participation Goal**, I am unable to achieve any part of the VBE participation goal for this solicitation and am requesting a full waiver of the VBE participation goal.

I have completed and am submitting with my bid or proposal a **Good Faith Efforts Waiver Request** for the complete VBE participation goal, which is required in order to be considered for award.

NOTE: VBE primes who are submitting as bidders or offerors must complete an **VBE Utilization Schedule (VBE-3)** identifying any self-performance towards the VBE participation goal.

**VBE-3**  
**VBE UTILIZATION SCHEDULE**

List in the chart below VBEs (including where applicable a prime bidder or offeror is self-performing a portion of the work) that will be used to meet the VBE participation goal (add additional pages if necessary). Submit a **Letter of Commitment (VBE-3.1)** for each VBE subcontractor, supplier, or manufacturer.

VBE Name SAP Vendor Number (6-digit number provided by VBE) VBE Verification Number (located on DGS VBE verification)	Type of VBE (check all that apply)	Description of Work to be Performed (Statement of Work/Specification reference)	% Commitment (or % of work to be self-performed by VBE bidder/offeror)	Associated Dollar Value of Commitment
Name: <u>XYZ IT Solutions</u> SAP Vendor Number: <u>654321</u> VBE Verification Number: <u>654321-2016-09-SB-V</u>	VBE	IT staffing resources	%	\$
Name: SAP Vendor Number: VBE Verification Number:	___ VBE ___ SDVBE			
Name: SAP Vendor Number: VBE Verification Number:	___ VBE ___ SDVBE			
Name: SAP Vendor Number: VBE Verification Number:	___ VBE ___ SDVBE			
Name: SAP Vendor Number: VBE Verification Number:	___ VBE ___ SDVBE			
			Total % VBE commitment: _____	Total \$ amount: _____



**VBE-3.1  
LETTER OF COMMITMENT**

This Letter of Commitment serves as confirmation of the commitment by the prime as the Bidder/Offeror to utilize the Veteran Business Enterprise (VBE) on the below-referenced Solicitation/Project.

Solicitation Number: \_\_\_\_\_  
Solicitation Name: \_\_\_\_\_

	Bidder/Offeror Information	VBE Information
Name		
Address		
Point of Contact		
Telephone number		
Email address		

Services/Supplies and Time Frame. If Bidder/Offeror is the successful vendor, the VBE shall perform or provide the following services or supplies during the initial term of the prime contract and during any extensions, options or renewal periods of the prime contract exercised by the Commonwealth, as more specifically set forth below:

Services or supplies the VBE will provide: \_\_\_\_\_

Specific Time Frame the VBE will provide the services or supplies: \_\_\_\_\_

Percentage Commitment. These services or supplies represent \_\_\_\_% of the total cost of the Bidder/Offeror's cost submittal for the initial term of the contract. Depending on actual contract usage or volume, it is expected the VBE will receive \$\_\_\_\_\_ during the initial contract term.

VBE verified. The VBE represents that it meets the VBE requirements set forth in the Solicitation and all required documentation has been provided to the Bidder/Offeror for its VBE submission.

Sincerely,

Acknowledged

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Signature  
Bidder/Offeror Point of Contact Name

\_\_\_\_\_  
Signature  
VBE Point of Contact Name

**VBE-4**  
**GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE  
VETERAN BUSINESS ENTERPRISE (VBE) PARTICIPATION GOAL**

In order to show that the Bidder/Offeror has made Good Faith Efforts to meet the VBE participation goal on a solicitation, the Offeror must either (1) meet the VBE participation goal and document its commitments for participation of VBE firms, or (2) when it does not meet the VBE participation goal, submit a Good Faith Efforts waiver request as set forth in Section IV below and the Good Faith Efforts Documentation to Support Waiver Request (VBE-5) of the VBE Participation Goal.

**I. Definitions**

**VBE participation goal** – “VBE participation goal” refers to the VBE participation goal set for a procurement for VBE utilization.

**Good Faith Efforts** - The “Good Faith Efforts” requirement means that when requesting a waiver, the Offeror must demonstrate that it took all necessary and reasonable steps to achieve the VBE participation goal. Those steps are considered necessary and reasonable when their scope, intensity, and relevance could reasonably be expected to obtain sufficient VBE participation, even if those steps were not fully successful. The Issuing Agency and Department of General Services’ Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO) will determine whether or not the Offeror that requests a Good Faith Efforts waiver made adequate Good Faith Efforts by considering the quality, quantity, and intensity of the Offeror’s efforts. Mere *pro forma* efforts are not Good Faith Efforts to meet the VBE participation requirements. The determination concerning the sufficiency of the Offeror's Good Faith Efforts is subjective; meeting quantitative formulas is not required.

**Identified Items of Work** – all of the items of work the Offeror identified as possible items of work for performance by VBEs and should include all reasonably identifiable work opportunities.

**Identified VBEs**– all of the VBEs the Offeror identified as available to perform the Identified Items of Work and should include all DGS-verified VBEs that are reasonably identifiable.

**Offeror** – for purposes of this **Good Faith Efforts Documentation to Support Waiver Request**, the term “Offeror” includes any entity responding to a solicitation, including invitations for bids, requests for proposals, and other types of best value solicitations.

**VBE** – “VBE” includes both Veteran-Owned Small Business Enterprises and Service-Disabled Veteran-Owned Small Business Enterprises.

**II. Types of Actions Agency and BDISBO will Consider**

The following is a list of types of actions the procuring agency and BDISBO will consider as part of the Offeror's Good Faith Efforts when the Offeror fails to meet, in full, the VBE participation goal. This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

**A. Identify Proposal Items as Work for VBEs**

1. Identified Items of Work

- (a) Offerors should reasonably identify sufficient items of work to be performed by VBEs.

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### GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE VETERAN BUSINESS ENTERPRISE (VBE) PARTICIPATION GOAL

- (b) Where appropriate, Offerors should break out contract work items into economically feasible units to facilitate VBE participation, rather than perform these work items with their own forces. **The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the Offeror of the responsibility to make Good Faith Efforts to meet the VBE participation goal.**

#### B. Identify VBEs to Solicit

1. Identified VBEs
  - (a) Offerors should reasonably identify the VBEs that are available to perform the Identified Items of Work.
  - (b) Any VBEs identified as available by the Offeror should be certified to perform the Identified Items of Work.

#### C. Solicit VBEs

1. Solicit all Identified VBEs for all Identified Items of Work by providing written notice. The Offeror should:
  - (a) provide the written solicitation to the Identified VBEs at least 10 days prior to Bid or Proposal due date to allow sufficient time for the Identified VBE to respond;
  - (b) send the written solicitation by first-class mail, facsimile, or e-mail using contact information in the BDISBO Directory, unless the Offeror has a valid basis for using different contact information; and
  - (c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the Identified VBE, and other requirements of the contract to assist Identified VBEs in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)
2. “All” Identified VBEs includes any VBE Firms the Offeror identifies as potentially available to perform the Identified Items of Work, but it does not include Identified VBEs who are no longer certified to perform the work as of the date the Offeror provides written solicitations.
3. “Electronic Means” includes, for example, information provided *via* a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested VBE cannot access the information provided by electronic means, the Offeror must make the information available in a manner that is accessible to the interested VBE.
4. Follow up on initial written solicitations by contacting Identified VBEs to determine their interest in bidding. The follow up contact may be made:
  - (a) by telephone using the contact information in BDISBO’s Directory, unless the Offeror has a valid basis for using different contact information; or

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**GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE  
VETERAN BUSINESS ENTERPRISE (VBE) PARTICIPATION GOAL**

- (b) in writing *via* a method that differs from the method used for the initial written solicitation.
- 5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of Identified VBEs certified to perform the work of the contract. Examples of other means include:
  - (a) attending any Supplier Forums, or Pre-Proposal or Pre-Bid conferences at which VBEs could be informed of contracting and subcontracting opportunities; and
  - (b) if recommended by the procurement, advertising with or effectively using the services of at least two veteran-focused entities or media, including trade associations, community organizations, contractors' groups, and local, state, and federal business assistance offices.

**D. Negotiate with Interested VBEs**

Offerors must negotiate in good faith with interested VBEs.

1. Evidence of negotiation includes, without limitation, the following:
  - (a) the names, addresses, and telephone numbers of VBEs that were considered;
  - (b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and
  - (c) evidence as to why additional agreements could not be reached for VBEs to perform the work.
2. In negotiating with subcontractors, the Offeror should consider a firm's price and capabilities as well as the VBE participation goal.
3. Additional costs incurred in finding and using VBEs are not sufficient justification for the Offeror's failure to meet the VBE participation goal, as long as such costs are reasonable. Factors to take into consideration when determining whether an VBE's quote is excessive or unreasonable include, without limitation, the following:
  - (a) dollar difference between the VBE subcontractor's quote and the average of other subcontractors' quotes received by the Offeror;
  - (b) percentage difference between the VBE subcontractor's quote and the average of other subcontractors' quotes received by the Offeror;
  - (c) percentage that the VBE subcontractor's quote represents of the overall contract amount;
  - (d) whether the work described in the VBE and Non-VBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and

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### GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE VETERAN BUSINESS ENTERPRISE (VBE) PARTICIPATION GOAL

- (e) number of quotes received by the Offeror for that portion of the work.
- 4. The factors in paragraph 3 above are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.
- 5. The Offeror may not use its price for self-performing work as a basis for rejecting an VBE's quote as excessive or unreasonable.
- 6. The "average of the other subcontractors' quotes received" by the Offeror refers to the average of the quotes received from all subcontractors. Offeror should attempt to receive quotes from at least three subcontractors, including one quote from an VBE and one quote from a non-VBE.
- 7. The Offeror shall not reject an VBE as unqualified without sound justification based on a thorough investigation of the firm's capabilities. For each VBE that is rejected as unqualified or that placed a subcontract quotation or offer that the Offeror concludes is not acceptable, the Offeror must provide a written detailed statement outlining the justification for this conclusion. The Offeror also must document the steps taken to verify the capabilities of the VBE and non-VBE Firms quoting similar work.
  - (a) The factors to take into consideration when assessing the capabilities of an VBE include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.
  - (b) The VBE's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of Proposals in the efforts to meet the VBE participation goal.

#### E. Assisting Interested VBES

When appropriate under the circumstances, the procuring agency and BDISBO will consider whether the Offeror made reasonable efforts to assist interested VBES in obtaining:

- 1. The bonding, lines of credit, or insurance required by the procuring agency or the Offeror; and
- 2. Necessary equipment, supplies, materials, or related assistance or services.

#### III. Other Considerations

In making a determination of Good Faith Efforts, the procuring agency and BDISBO may consider engineering estimates, catalogue prices, general market availability and availability of certified VBES in the area in which the work is to be performed, other Proposals or offers and subcontract Proposals or offers substantiating significant variances between VBE and non-VBE costs of participation, and their impact on the overall cost of the contract to the Commonwealth and any other relevant factors.

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**GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE  
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The procuring agency and BDISBO may consider whether the Offeror decided to self-perform subcontract work with its own forces. The procuring agency and BDISBO also may consider the performance of other Offerors in meeting the VBE participation goal. For example, when the apparent successful Offeror fails to meet the VBE participation goal, but others meet it, this raises the question of whether, with additional reasonable efforts, the apparent successful Offeror could have met the VBE participation goal. If the apparent successful Offeror fails to meet the VBE participation goal but meets or exceeds the average VBE participation obtained by other Offerors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful Offeror having made Good Faith Efforts.

**IV. Documenting Good Faith Efforts**

At a minimum, the Offeror seeking a Good Faith Efforts waiver of the VBE participation goal or a portion thereof must provide written documentation of its Good Faith Efforts along with its bid or proposal. The written documentation shall include the following:

**A. Items of Work (complete VBE-5, Part 1 – Identified Items of Work Offeror Made Available to VBEs)**

A detailed statement of the efforts made to select portions of the work proposed to be performed by VBEs in order to increase the likelihood of achieving the VBE participation goal.

**B. Outreach/Solicitation/Negotiation**

1. A detailed statement of the efforts made to contact and negotiate with VBEs including:
  - (a) the names, addresses, and telephone numbers of the VBEs who were contacted, with the dates and manner of contacts (letter, fax, e-mail, telephone, etc.) **(complete VBE-5, Part 2 – Identified VBE Firms and Records of Solicitations. Include letters, fax cover sheets, e-mails, etc. documenting solicitations)**; and
  - (b) a description of the information provided to VBEs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.
2. The record of the Offeror's compliance with the outreach efforts set forth in **VBE-5, Part 3 - Outreach Efforts Compliance Statement.**

**C. Rejected VBEs (complete VBE-5, Part 4 - Additional Information Regarding Rejected VBE Quotes)**

1. For each VBE that the Offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the Offeror's conclusion, including the steps taken to verify the capabilities of the VBE and non-VBE firms quoting similar work.
2. For each VBE that the Offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the Offeror's conclusion, including the quotes received from all VBE and non-VBE firms proposing on the same or comparable work. **(Include copies of all quotes received.)**

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**GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE  
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**D. Unavailable VBEs (complete VBE-5, Part 5 – VBE Subcontractor Unavailability Certificate)**

1. **For each VBE that the Offeror contacted but found to be unavailable, submit an VBE Subcontractor Unavailability Certificate** signed by the VBE, an email from the VBE indicating the VBE is unavailable, or a statement from the Offeror that the VBE refused to sign the VBE Subcontractor Unavailability Certificate.

**E. Other Documentation**

1. Submit any other documentation requested by BDISBO or the Procuring Agency to ascertain the Offeror's Good Faith Efforts.
2. Submit any other documentation the Offeror believes will help BDISBO or the Procuring Agency ascertain its Good Faith Efforts.

**VBE-5**

**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF VBE PARTICIPATION GOAL**

<b>Project Description:</b>	
<b>Commonwealth Agency Name:</b>	
<b>Solicitation #:</b>	
<b>Solicitation Due Date and Time:</b>	

<b>Bidder/Offeror Company Name:</b>	
Bidder/Offeror Contact Name:	
Bidder/Offeror Contact Email:	
Bidder/Offeror Contact Phone Number:	

**Part 1 – Identified Items of Work Offeror Made Available to VBEs**

Identify those items of work that the Offeror made available to VBEs. This includes, where appropriate, those items the Offeror identified and subdivided into economically feasible units to facilitate the VBE participation. For each item listed, show the anticipated percentage of the total contract amount. It is the Offeror’s responsibility to demonstrate that enough work to meet the VBE participation goal was made available to VBEs, and the total percentage of the items of work identified for VBE participation met or exceeded the VBE participation goal set for the procurement.

Identified Items of Work	Was this work listed in the solicitation?	Does Offeror normally self-perform this work?	Was this work made available to VBE Firms? If not, explain why.
	___ yes ___ no	___ yes ___ no	___ yes ___ no
	___ yes ___ no	___ yes ___ no	___ yes ___ no
	___ yes ___ no	___ yes ___ no	___ yes ___ no
	___ yes ___ no	___ yes ___ no	___ yes ___ no
	___ yes ___ no	___ yes ___ no	___ yes ___ no

Attach additional sheets if necessary.



**VBE-5**

**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF VBE PARTICIPATION GOAL**

**Part 2 – Identified VBEs and Record of Solicitations**

Identify the VBEs solicited to provide quotes for the Identified Items of Work made available for VBE participation. Include the name of the VBE solicited, items of work for which quotes were solicited, date and manner of initial and follow-up solicitations, whether the VBE provided a quote, and whether the VBE is being used toward meeting the VBE participation goal. VBEs used to meet the VBE participation goal must be listed on the **VBE Utilization Schedule (VBE-3)**.

Note: Copies of all written solicitations and documentation of follow-up calls to VBEs must be attached to this form. For each Identified VBE listed below, Offeror should submit an VBE Subcontractor Unavailability Certificate signed by the VBE or a statement from the Offeror that the VBE refused to sign the VBE Subcontractor Unavailability Certificate.

<b>Name of Identified VBE and Classification</b>	<b>Describe Item of Work Solicited</b>	<b>Initial Solicitation Date &amp; Method</b>	<b>Follow-up Solicitation Date &amp; Method</b>	<b>Details for Follow-up Calls</b>	<b>Quote Received?</b>	<b>Quote Used?</b>	<b>Reason Quote Rejected</b>
VBE Name:  __ VBE __ SDVBE		Date:  __ mail __ email __ fax	Date:  __ mail __ email __ fax	Date and Time of Call: Spoke with: Left Message:	 __ yes __ no	 __ yes __ no	 __ Used other VBE __ Used non-VBE __ Self performing
VBE Name:  __ VBE __ SDVBE		Date:  __ mail __ email __ fax	Date:  __ mail __ email __ fax	Date and Time of Call: Spoke with: Left Message:	 __ yes __ no	 __ yes __ no	 __ Used other VBE __ Used non-VBE __ Self performing

Attach additional sheets as necessary.

**VBE-5**  
**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF**  
**VBE PARTICIPATION GOAL**

**Part 3 – VBE Outreach Compliance Statement**

- 1. List the Identified Items of Work (subcontracting opportunities) for the solicitation along with specific work categories:**

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- 2. Attach to this form copies of written solicitations (with Bid or Proposal instructions) used to solicit Identified VBEs for these subcontract opportunities.**

- 3. Offeror made the following attempts to personally contact the Identified VBEs:**

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- 4. Bonding Requirements (Please Check One):**

\_\_\_\_\_ This project does not involve bonding requirements.

\_\_\_\_\_ Offeror assisted Identified VBEs to fulfill or seek waiver of bonding requirements.  
(DESCRIBE EFFORTS):

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- 5. Pre-Bid/Proposal Conference or Supplier Forum (Please Check One):**

\_\_\_\_\_ Offeror did attend the pre-Bid/Proposal conference or Supplier Forum

\_\_\_\_\_ No pre-Bid/Proposal conference or Supplier Forum was held

\_\_\_\_\_ Offeror did not attend the pre-Bid/Proposal conference or Supplier Forum

**VBE-5**

**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF VBE PARTICIPATION GOAL**

**Part 4 – Additional Information Regarding Rejected VBE Quotes**

This form must be completed if Part 2 indicates that an VBE quote was rejected because the Offeror is using a non-VBE or is self-performing the Identified Items of Work. List the Identified Items Work, indicate whether the work will be self-performed or performed by a non-VBE, and if applicable, state the name of the non-VBE firm. Also include the names of all VBEs and non-VBE firms that provided a quote and the amount of each quote.

Describe Identified Items of Work not being performed by VBEs (include specific section from bid or proposal)	Self-performing or using non-VBE (provide name of non-VBE if applicable)	Amount of non-VBE quote	Name of other firms that provided quotes and whether they are VBE	Amount quoted	Reason why VBE quote was rejected along with brief explanation
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-VBE Name: _____	\$	_____ VBE _____ Non-VBE	\$	<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-VBE Name: _____	\$	_____ VBE _____ Non-VBE	\$	<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-VBE Name: _____	\$	_____ VBE _____ Non-VBE	\$	<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-VBE Name: _____	\$	_____ VBE _____ Non-VBE	\$	<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-VBE Name: _____	\$	_____ VBE _____ Non-VBE	\$	<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other

Attach additional sheets as necessary.

**VBE-5**  
**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF**  
**VBE PARTICIPATION GOAL**

**Part 5 – VBE Subcontractor Unavailability Certificate**

1. It is hereby certified that the firm of \_\_\_\_\_  
(Name of VBE)

located at \_\_\_\_\_  
(Number) (Street)

\_\_\_\_\_  
(City) (State) (Zip)

was offered an opportunity to bid on Solicitation No. \_\_\_\_\_

by \_\_\_\_\_  
(Name of Prime Contractor's Firm)

\*\*\*\*\*

2. \_\_\_\_\_ (VBE), is either unavailable for the work/service or  
unable to prepare a Proposal for this project for the following reason(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Signature of VBE's Representative) (Title) (Date)

\_\_\_\_\_  
(DGS VBE Certification #) (Telephone #)

\*\*\*\*\*

3. If the VBE does not complete this form, the prime contractor must complete the following:

To the best of my knowledge and belief, the above-listed VBE is either unavailable for the work/service for this project, is unable to prepare a Proposal, or did not respond to a request for a price Proposal and has not completed the above portion of this submittal.

\_\_\_\_\_  
(Signature of Prime Contractor) (Title) (Date)

**SMALL DIVERSE BUSINESS AND VETERAN BUSINESS ENTERPRISE  
PARTICIPATION INFORMATION**

1. **SDB and VBE Participation Goals.** The Issuing Office and BDISBO have set an SDB Participation Goal and a VBE Participation Goal for this RFP which is listed on the SDB and VBE Participation Summary Sheet. The SDB and VBE Participation Goals were calculated based upon the market availability of SDBs and VBEs for work scopes identified for this solicitation and an assessment of past performance under the prior contract.

This is a significant programmatic change from the SDB and SB Participation program contained in prior RFPs issued by the Commonwealth. Offerors now must agree to meet the SDB and VBE Participation Goals in full or demonstrate they have made Good Faith Efforts to meet the Goals.

2. **Small Diverse Business (SDB) Participation Submittal Packet (Forms SDB-1, SDB-2, SDB-3, SDB-3.1, SDB-4, SDB-5).** The SDB Participation Submittal Packet and associated required documentation shall be submitted in accordance with the Instructions for Completing SDB Participation Submittal and SDB Utilization Schedule and shall be submitted electronically in accordance Paragraph 5 of the Description.
3. **Veteran Business Enterprise (VBE) Participation Submittal Packet (Forms VBE-1, VBE-2, VBE-3, VBE-3.1, VBE-4, VBE-5).** The VBE Participation Submittal and associated required documentation shall be submitted in accordance with the Instructions for Completing VBE Participation Submittal and VBE Utilization Schedule and shall be submitted electronically in accordance with Paragraph 5 of the Description.

**NOTE: Equal employment opportunity and contract compliance statements referring to company equal employment opportunity policies or past contract compliance practices do not constitute proof of SDB or VBE Status or entitle an Offeror to receive credit towards the SDB or VBE participation goals.**

4. **Contract Requirements—SDB and VBE Participation.**
  - A. SDB and VBE Participation Documents. All documents completed and submitted by the selected Offeror in connection with its SDB Participation Submittal (including the SDB Participation Submittal, SDB Utilization Schedule, and any Good Faith Efforts Documentation to Support Waiver Request of SDB Participation Goal) and its VBE Participation Submittal (including the VBE Participation Submittal, VBE Utilization Schedule, and any Good Faith Efforts Documentation to Support Waiver Request of VBE Participation Goal) shall be considered a part of the Contract and are hereby expressly incorporated into the Contract by reference thereto.
  - B. Required contract terms. All contracts containing SDB and/or VBE participation must contain the following contract provisions to be maintained through the initial contract term and any subsequent options or renewals:
    1. Each SDB participation commitment and each VBE participation commitment which was credited by BDISBO and the total percentage of the SDB participation

## **SMALL DIVERSE BUSINESS AND VETERAN BUSINESS ENTERPRISE PARTICIPATION INFORMATION**

commitments and VBE participation commitments made at the time of proposal submittal or contract negotiations, as applicable, become contractual obligations of the selected Offeror upon execution of its contract with the Commonwealth.

2. For purposes of monitoring compliance with the selected Offeror's SDB participation commitments and VBE participation commitments, the contract cost is the total amount paid to the selected Offeror throughout the initial contract term and all renewal option terms.
  3. The selected offeror cannot alter its overall SDB or VBE commitments or commitments made to individual SDB or VBE subcontractors without written approval from the Issuing Officer and BDISBO.
  4. Both the overall percentage of SDB and VBE commitments, and individual SDB and VBE commitments must be maintained in the event the contract is assigned to another prime contractor.
- C. Subcontract requirements.

1. The selected offeror and each SDB listed on the SDB Utilization Schedule or VBE listed on the VBE Utilization Schedule must enter into a final, definitive subcontract agreement signed by the selected offeror and the SDB or VBE within 30 calendar days of the final execution date of the Commonwealth contract. A Model Form of Small Diverse Business/Veteran Business Enterprise Subcontractor Agreement which may be used to satisfy this requirement – is available in Group 1.2.3 of the RFP Questions.
2. In addition to any requirements in the offeror's contract documents, the subcontract must contain:
  - a. The specific work, supplies or services the SDB or VBE will perform; location for work performed; how the work, supplies or services relate to the contract; and the specific timeframe during the initial term and any extensions, options and renewals of the prime contract when the work, supplies or services will be provided or performed;
  - b. The fixed percentage commitment and/or associated estimated dollar value that each SDB or VBE will receive based on the final negotiated cost for the initial term of the prime contract and any renewal option terms;
  - c. Payment terms indicating that the SDB or VBE will be paid for work satisfactorily completed within 14 calendar days of the selected offeror's receipt of payment from the Commonwealth for such work. Subcontractors are encouraged to utilize electronic payment methods;

**SMALL DIVERSE BUSINESS AND VETERAN BUSINESS ENTERPRISE  
PARTICIPATION INFORMATION**

- d. Commercially reasonable terms for the applicable business/industry that are no less favorable than the terms of the selected offeror's contract with the Commonwealth and that do not place disproportionate risk on the SDB or VBE relative to the nature and level of the SDB's or VBE's participation in the contract; and
  - e. The requirement that the SDB or VBE submit to BDISBO utilization reports.
3. If a subcontract agreement is required by the solicitation document and the subcontract terms omit any of the information required in subparagraph 2 but that information is otherwise reflected within the selected offeror's SDB Participation Submittal, VBE Participation Submittal, or associated documents (SDB Utilization Schedule, VBE Utilization Schedule, and Letters of Commitment), the information listed in the SDB Participation Submittal, VBE Participation Submittal, or associated documents is incorporated into the subcontract agreement. To the extent that any subcontract terms conflict with the requirements of paragraph (2) or information contained within the selected offeror's SDB Participation Submittal or VBE Participation Submittal and associated documents, the order of precedence is as follows: 1) the requirements of paragraph 2, 2) the selected offeror's SDB Participation Submittal, VBE Participation Submittal and associated documents; and 3) the terms of the subcontract agreement.
  4. If the selected offeror and a SDB listed on the SDB Utilization Schedule or VBE listed on the VBE Utilization Schedule cannot agree upon a definitive subcontract within 30 calendar days of the final execution date of the Commonwealth contract or as specified in the solicitation, the selected offeror must provide written notification to the issuing Agency and BDISBO.
  5. The prime contractor must provide a copy of any required subcontract with an SDB or VBE to BDISBO or the Agency within ten (10) business days of receiving such a request.

**D. Utilization Reports.**

1. The prime contractor must submit a Monthly Utilization Report to BDISBO and the contracting officer of the Issuing Office in the format required by BDISBO and within ten (10) business days at the end of each month of the contract term and any subsequent options or renewals. The Monthly Utilization Report must list payments made to each SDB or VBE subcontractor and any unpaid invoices over 30 calendar days old received from an SDB or VBE subcontractor, and the reason payment has not been made. This information will be used to track and confirm the actual dollar amount paid to SDB or VBE subcontractors and suppliers and will serve as a record of fulfillment of the contractual commitment(s). If there was no activity, the form must be completed by stating "No activity". A late fee of \$100.00 per day may be assessed against the prime

**SMALL DIVERSE BUSINESS AND VETERAN BUSINESS ENTERPRISE  
PARTICIPATION INFORMATION**

contractor if the Utilization Report is not submitted in accordance with the schedule above.

2. The prime contractor must include in its agreements with its SDB and VBE subcontractors a requirement that the SDB and VBE subcontractors submit to BDISBO, within the time frame set forth within the solicitation document, a report identifying the prime contract, and listing:
    - a. Payments received from the prime contractor within the time frame covered by the report, and
    - b. Invoices for which the subcontractor has not been paid.
- E. Noncompliance with SDB and/or VBE commitments.
1. Upon BDISBO notifying the contracting Agency that a prime contractor did not comply with the SDB commitments or VBE commitments, the contracting Agency shall notify the prime contractor in writing of its findings and shall specify what corrective actions are required. The prime contractor is required to initiate the corrective actions within 10 business days and complete them within the time specified by the contracting Agency.
  2. If a contracting Agency determines that material noncompliance with SDB and VBE contract provisions exists and that the prime contractor refuses or fails to take the corrective action required by the contracting Agency, the contracting Agency, in consultation with BDISBO, may impose any and all sanctions and remedies available under the contract as it deems appropriate. Such sanctions or remedies include, but are not limited to, termination of the contract; revocation of the prime contractor's SB, SDB, and/or VBE status; and/or any actions under the Commonwealth's Contractor Responsibility Program, up to and including suspension or debarment from future contracting opportunities with the Commonwealth.



## RECIPROCAL LIMITATIONS ACT REQUIREMENTS

Please Complete Applicable Portion of Pages 3 & 4 and Return with Bid.

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NOTE: These Requirements Do Not Apply To Bids Under \$10,000.00

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### I. REQUIREMENTS

- A.** The Reciprocal Limitations Act requires the Commonwealth to give preference to those bidders offering supplies produced, manufactured, mined or grown in Pennsylvania as against those bidders offering supplies produced, manufactured, mined or grown in any state that gives or requires a preference to supplies produced, manufactured, mined or grown in that state. The amount of the preference shall be equal to the amount of the preference applied by the other state for that particular supply.

The following is a list of states which have been found by the Department of General Services to have applied a preference for in-state supplies and the amount of the preference:

	<b>STATE</b>	<b>PREFERENCE</b>
1.	Alaska	7% (applies only to timber, lumber, and manufactured lumber products originating in the state)
2.	Arizona	5% (construction materials produced or manufactured in the state only)
3.	Hawaii	10%
4.	Illinois	10% for coal only
5.	Iowa	5% for coal only
6.	Louisiana	4% meat and meat products 4% catfish 10% milk & dairy products 10% steel rolled in Louisiana 7% all other products
7.	Montana	5% for residents * 3% for non-residents* *offering in-state goods, supplies, equipment and materials
8.	New Mexico	5%
9.	New York	3% for purchase of food only
10.	Oklahoma	5%
11.	Virginia	4% for coal only
12.	Washington	5% (fuels mined or produced in the state only)
13.	Wyoming	5%

- B.** The Reciprocal Limitations Act requires the Commonwealth to give preference to those bidders offering printing performed in Pennsylvania as against those bidders offering printing performed in any state that gives or requires a preference to printing performed in that state. The amount of the preference shall be equal to the amount of the preference applied by the other state for that particular category of printing.

The following is a list of states which have been found by the Department of General Services to have applied a preference for in-state printing and the amount of the preference:

	<b>STATE</b>	<b>PREFERENCE</b>
1.	Hawaii	15%
2.	Idaho	10%
3.	Louisiana	3%
4.	Montana	8%
5.	New Mexico	5%
6.	Wyoming	10%

- C.** The Reciprocal Limitations Act, also requires the Commonwealth to give resident bidders a preference against a nonresident bidder from any state that gives or requires a preference to bidders from that state or exclude bidders from states that exclude nonresident bidders. The amount of the preference shall be equal to the amount of the preference applied by the state of the nonresident bidder. The following is a list of the states which have been found by the Department of General Services to have applied a preference for in-state bidders and the amount of the preference:

<b>STATE</b>	<b>PREFERENCE</b>
1. Alaska	5% (supplies only)
2. Arizona	5% (construction materials from Arizona resident dealers only)
3. California	5% (for supply contracts only in excess of \$100,000.00)
4. Connecticut	10% (for supplies only)
5. Montana	3%
6. New Mexico	5% (for supplies only)
7. South Carolina	2% (under \$2,500,000.00) 1% (over \$2,500,000.00)
	This preference does not apply to construction contracts nor where the price of a single unit exceeds \$10,000.
8. West Virginia	2.5% (for the construction, repair or improvement of any buildings)
9. Wyoming	5%

<b>STATE</b>	<b>PROHIBITION</b>
1. New Jersey	For supply procurements or construction projects restricted to Department of General Services Certified Small Businesses, New Jersey bidders shall be excluded from award even if they themselves are Department of General Services Certified Small Businesses.

D. The Reciprocal Limitations Act also requires the Commonwealth not to specify, use or purchase supplies which are produced, manufactured, mined or grown in any state that prohibits the specification for, use, or purchase of such items in or on its public buildings or other works, when such items are not produced, manufactured, mined or grown in such state. The following is a list of the states which have been found by the Department of General Services to have prohibited the use of out-of-state supplies:

<b>STATE</b>	<b>PROHIBITION</b>
1. Alabama	Only for printing and binding involving "messages of the Governor to the Legislature", all bills, documents and reports ordered by and for the use of the Legislature or either house thereof while in session; all blanks, circulars, notices and forms used in the office of or ordered by the Governor, or by any state official, board, commission, bureau or department, or by the clerks of the supreme court . . ./and other appellate courts/; and all blanks and forms ordered by and for the use of the Senate and Clerk or the House of Representatives, and binding the original records and opinions of the Supreme Court . . . /and other appellate courts/
2. Georgia	Forest products only
3. Indiana	Coal
4. Michigan	Printing
5. New Mexico	Construction
6. Ohio	Only for House and Senate bills, general and local laws, and joint resolutions; the journals and bulletins of the Senate and house of Representatives and reports, communications, and other documents which form part of the journals; reports, communications, and other documents ordered by the General Assembly, or either House, or by the executive department or elective state officers; blanks, circulars, and other work for the use of the executive departments, and elective state officers; and opinions of the Attorney General.
7. Rhode Island	Only for food for state institutions.

\*If the bid discloses that the bidder is offering to supply one of the above-listed products that is manufactured, mined, or grown in the listed state, it shall be rejected. Contractors are prohibited from supplying these items from these states.

## II. CALCULATION OF PREFERENCE

In calculating the preference, the amount of a bid submitted by a Pennsylvania bidder shall be reduced by the percentage preference which would be given to a nonresident bidder by its state of residency (as found by the Department of General Services in Paragraph C<sub>above</sub>). Similarly, the amount of a bid offering Pennsylvania goods, supplies, equipment or materials shall be reduced by the percentage preference which would be given to another bidder by the state where the goods, supplies, equipment or materials are produced, manufactured, mined or grown (as found by the Department of General Services in Paragraphs A and B above).

THIS FORM MUST BE COMPLETED AND RETURNED WITH THE BID

**III. STATE OF MANUFACTURE**

All bidders must complete the following chart by listing the name of the manufacturer and the state (or foreign country) of manufacture for each item. If the item is domestically produced, the bidder must indicate the state in the United States where the item will be manufactured. **This chart must be completed and submitted with the bid or no later than two (2) business days after notification from the Issuing Office to furnish the information. Failure to complete this chart and provide the required information prior to the expiration of the second business day after notification shall result in the rejection of the bid.**

ITEM NUMBER	NAME OF MANUFACTURER	STATE (OR FOREIGN COUNTRY) OF MANUFACTURE

**IV. BIDDER'S RESIDENCY**

**A.** In determining whether the bidder is a nonresident bidder from a state that gives or requires a preference to bidders from that state, the address given on the first page of this invitation to bid shall be used by the Commonwealth. If that address is incorrect, or if no address is given, the correct address should be provided in the space below:

Correct Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- B.** In order to claim the preference provided under Section I.B., Pennsylvania resident bidders must complete the following or have such information on file with the Issuing Office:
- 1.** Address of bidder's bona fide establishment in Pennsylvania at which it was transacting business on the date when bids for this contract/requisition were first solicited: \_\_\_\_\_
  - 2. a.** If the bidder is a corporation:
    - (1)** The corporation  is or  is not incorporated under the laws of the Commonwealth of Pennsylvania.
      - (a)** If the bidder is incorporated under the laws of the Commonwealth of Pennsylvania, provide date of incorporation: \_\_\_\_\_
      - (b)** If the bidder is not incorporated under the laws of the Commonwealth of Pennsylvania, it must have a certificate of authority to do business in the Commonwealth of Pennsylvania from the Pennsylvania Department of State as required by the Pennsylvania Business Corporation Law (15 P.S. §2001). Provide date of issuance of certificate of authority: \_\_\_\_\_
    - (2)** The corporation  is or  is not conducting business in Pennsylvania under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, it must register the fictitious name with the Secretary of the Commonwealth and the office of the prothonotary of the county wherein the registered office of such corporation is located as required by the Fictitious Corporate Name Act, as amended 15 P.S. §51 et seq. Corporate bidders conducting business under an assumed or fictitious name must provide date of registry of the assumed or fictitious name: \_\_\_\_\_
  - b.** If the bidder is a partnership:
    - (1)** The partnership  is or  is not conducting business in Pennsylvania under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, it must file with the Secretary of the Commonwealth and the office of the prothonotary the county wherein the principal place of business is located as required by the Fictitious Name Act of May 24, 1945, P.L. 967, as amended 54 P.S. §28.1. Partnerships conducting business under an assumed or fictitious name must provide the date of filing of the assumed or fictitious name with the Secretary of the Commonwealth: \_\_\_\_\_
    - (2)** The partnership  is or  is not a limited partnership formed under the laws of any jurisdiction other than the Commonwealth of Pennsylvania. If the bidder is an Out-of-state limited partnership, it must register with the Pennsylvania Department of State as required by the Act of July 10, 1981, P.L. 237, as amended, 59 Pa. C.S.A. §503. Out-of-state limited partnerships must provide the date of registry with the Pennsylvania Department of State: \_\_\_\_\_
  - c.** If the bidder is an individual:

He or she  is or  is not conducting business under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, he or she must file with the Secretary of the Commonwealth and the office of the prothonotary in the county wherein the principal place of business is located as required by the Fictitious Name Act of May 24, 1945, P.L. 967, as amended, 54 P.S. §28.1. Individuals conducting business under an assumed or fictitious name must provide the date of filing of the assumed or fictitious name with the Secretary of the Commonwealth: \_\_\_\_\_

**DOMESTIC WORKFORCE UTILIZATION CERTIFICATION**

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use the domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. In order to be eligible for any consideration for this criterion, offerors must complete and sign the following certification. This certification will be included as a contractual obligation when the contract is executed. Failure to complete and sign this certification will result in no consideration being given to the offeror for this criterion.

I, \_\_\_\_\_ [title] of \_\_\_\_\_ [name of Contractor] a \_\_\_\_\_ [place of incorporation] corporation or other legal entity, ("Contractor") located at \_\_\_\_\_ [address], having a Social Security or Federal Identification Number of \_\_\_\_\_, do hereby certify and represent to the Commonwealth of Pennsylvania ("Commonwealth") (Check **one** of the boxes below):

All of the direct labor performed within the scope of services under the contract will be performed exclusively within the geographical boundaries of the United States or one of the following countries that is a party to the World Trade Organization Government Procurement Agreement: Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Chinese Taipei, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxemburg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and the United Kingdom

OR

\_\_\_\_\_ percent (\_\_\_\_%) [Contractor must specify the percentage] of the direct labor performed within the scope of services under the contract will be performed within the geographical boundaries of the United States or within the geographical boundaries of one of the countries listed above that is a party to the World Trade Organization Government Procurement Agreement. Please identify the direct labor performed under the contract that will be performed outside the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement and identify the country where the direct labor will be performed: \_\_\_\_\_

\_\_\_\_\_  
[Use additional sheets if necessary]

The Department of General Services [or other purchasing agency] shall treat any misstatement as fraudulent concealment of the true facts punishable under Section 4904 of the *Pennsylvania Crimes Code*, Title 18, of Pa. Consolidated Statutes.

Attest or Witness:

\_\_\_\_\_  
Corporate or Legal Entity's Name

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Printed Name/Title

**IRAN FREE PROCUREMENT CERTIFICATION FORM**

**(Pennsylvania’s Procurement Code Sections 3501-3506, 62 Pa.C.S. §§ 3501-3506)**

To be eligible for an award of a contract with a Commonwealth entity for goods or services worth at least \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services (“DGS”) pursuant to Section 3503 of the Procurement Code **and** is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e).

To comply with this requirement, please insert your vendor or financial institution name and complete **one** of the options below. Please note: Pennsylvania law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Section 3503 of the Procurement Code.)

**OPTION #1 - CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS **and** is eligible to contract with the Commonwealth of Pennsylvania Sections 3501-3506 of the Procurement Code.

<i>Vendor Name/Financial Institution (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

**OPTION #2 – EXEMPTION**

Pursuant to Procurement Code Section 3503(e), DGS may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to enter into a contract for goods and services.

If you have obtained a written exemption from the certification requirement, please fill out the information below, and attach the written documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

## Trade Secret/Confidential Proprietary Information Notice

Instructions:

The Commonwealth may not assert on behalf of a third party an exception to the public release of materials containing information believed to be exempt from public disclosure, including trade secrets or confidential proprietary information, unless the materials are accompanied, at the time they are submitted, by this form or a document containing similar information. In addition, in order to protect the safety and security of individuals, infrastructure, and information technology systems, the Commonwealth requires third parties to designate as confidential any information submitted by the third parties that, if disclosed, would be reasonably likely to jeopardize safety or security.

It is the responsibility of the party submitting this form to ensure that all statements and assertions made below are legally defensible and accurate. The Commonwealth will not provide a submitting party any advice with regard to Pennsylvania's *Right-to-Know Law*, [65 P.S. §§ 67.101—67.3104](#), or laws relating to trade secret or confidential proprietary information.

**Name of submitting party:**

**Contact information for submitting party:**

**Please provide a brief overview of the materials that you are submitting** (e.g. bid proposal, quote, grant application, statement of work, technical schematics):

**Please provide a brief explanation of why the materials are being submitted to the Commonwealth** (e.g. response to bid, RFP or RFQ #12345, application for grant XYZ being offered by the Department of Health, documents required to be submitted under law ABC):

**Please indicate if any information has been included that you believe is exempt from public disclosure by checking the appropriate box below:** (*Note: Financial information submitted in response to an RFP or IFB to demonstrate economic capability is exempt from public disclosure in accordance with Section 708(b)(26) of the Right-to-Know Law, 65 P.S. 67.708(b)(26).*)

- No information has been included that I believe is exempt from public disclosure.**
- Information has been included that I believe is exempt from public disclosure.**

**Please provide a list detailing which portions of the material being submitted you believe are exempt from public disclosure. This includes trade secret, confidential or proprietary information, or information that if disclosed would be reasonably likely to jeopardize the safety or security of an individual, infrastructure, or information technology system. Please provide an explanation of why you think those materials constitute a trade secret, confidential or proprietary information, or why disclosure of those materials would be reasonably likely to jeopardize safety or security. Also, please mark the submitted material in such a way to allow a reviewer to easily distinguish between the parts referenced below. (You may attach additional pages if needed)**

**Note:** Without substantial justification, the following information will not be considered a trade secret or confidential proprietary information:

- Any information submitted as part of a vendor’s cost response.
- Information submitted as part of a vendor’s technical response or statement of work that does not implicate safety and security, or pertain to specific business practices or product specification.
- Information submitted as part of a vendor’s technical or small diverse business and small business response that is otherwise publicly available or otherwise easily obtained.
- Information detailing the name, quantity, and price paid for any product or service being purchased by the Commonwealth.

<u>Page Number</u>	<u>Description</u>	<u>Explanation</u>



## **Acknowledgment**

The undersigned party hereby agrees that it has read and completed this form, and has marked the material being submitted in accordance with the instructions above. The undersigned party acknowledges that the Commonwealth is not liable for the use or disclosure of trade secret, confidential or proprietary information, or information that if disclosed would be reasonably likely to jeopardize the safety or security of an individual, infrastructure or information technology system, where that data or information has not been clearly marked as such, and which was not accompanied by a specific explanation included with this form.

The undersigned agrees to defend any action seeking release of the materials it believes to be trade secret, confidential or proprietary, or would be reasonably likely to result in a safety or security risk if disclosed. The undersigned also agrees to indemnify and hold harmless the Commonwealth, its agents and employees, from any judgments awarded against the Commonwealth in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives so long as the Commonwealth has possession of the submitted material, and will apply to all costs unless and until the undersigned provides a written statement or similar notice to the Commonwealth stating that it no longer wishes to exempt the submitted material from public disclosure.

The undersigned acknowledges that the Commonwealth is required to keep all records for at least as long as specified in its published records retention schedule.

The undersigned acknowledges that the Commonwealth reserves the right to reject the undersigned's claim that the information is trade secret, confidential, proprietary or is reasonably likely to result in a safety or security risk if disclosed, if the Commonwealth determines that the undersigned has not met the burden of establishing that the information constitutes a trade secret, confidential, or is otherwise exempt. The undersigned also acknowledges that if only a certain part of the submitted material is found to constitute a trade secret, is confidential or proprietary, or is otherwise exempt, the remainder of the submitted material will become public; only the protected information will be removed and remain nonpublic.

If being submitted electronically, the undersigned agrees that the mark below is a valid electronic signature.

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Signature

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Title

---

Date

## LOBBYING CERTIFICATION FORM

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, which can be found at:

<http://www.whitehouse.gov/sites/default/files/omb/assets/omb/grants/sfillin.pdf>

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under *Section 1352, Title 31, U. S. Code*. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than **\$100,000** for such failure.

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

**COSTARS PROGRAM CLAUSE**

**COSTARS Purchasers.** Section 1902 of the Commonwealth Procurement Code, 62 Pa.C.S. § 1902 (“Section 1902”), authorizes local public procurement units and state-affiliated entities (together, “COSTARS Members”) to participate in Commonwealth procurement contracts that the Department of General Services (“DGS”) may choose to make available to COSTARS Members. DGS has identified this Contract as one which will be made available for COSTARS Members’ participation.

A. Only those entities registered with DGS are authorized to participate as COSTARS Members in this Contract. A COSTARS Member may be either a local public procurement unit or a state-affiliated entity.

1. A “local public procurement unit” is:

- Any political subdivision (local government unit), such as a municipality, school district, or commission;
- Any public authority (including authorities formed under the Municipality Authorities Act of 1955 or other authorizing legislation, such as the Public Transportation Law or the Aviation Code);
- Any tax-exempt, nonprofit educational institution or organization;
- Any tax-exempt, nonprofit public health institution or organization;
- Any nonprofit fire, rescue, or ambulance company; and
- Any other entity that spends public funds for the procurement of supplies, services, and construction (such as a council of governments, an area government, or an organization that receives public grant funds).

The Department reserves the right to review and determine eligible applicants as local public procurement units on a case-by-case basis.

2. A state-affiliated entity is a Commonwealth authority or other Commonwealth entity that is not a Commonwealth agency. The term includes:

- The Pennsylvania Turnpike Commission;
- The Pennsylvania Housing Finance Agency;
- The Pennsylvania Municipal Retirement System;
- The Pennsylvania Infrastructure Investment Authority;
- The State Public School Building Authority;
- The Pennsylvania Higher Education Facilities Authority, and
- The State System of Higher Education.

The COSTARS Program is not available for use by Executive Agencies and Independent Agencies as defined by the Commonwealth Procurement Code, or any agency or entity using funds appropriated to the Department of General Services through Capital Budget Project Itemization legislation for the procurement of furniture, fixtures, and equipment.

3. A complete list of local public procurement units and state-affiliated entities that have registered with DGS and that are authorized to procure items from the Contract can be found at <http://www.costars.state.pa.us/SearchCOMember.aspx>.

- B. COSTARS Members have the option to purchase from this Contract, from any DGS contract established exclusively for COSTARS Members in accordance with the requirements of Section 1902, from any other cooperative procurement contracts, or from their own procurement contracts established in accordance with the applicable laws governing such procurements. The Contractor understands and acknowledges that there is no guarantee that a COSTARS Member will place an order under this Contract, and that the decision to procure from this Contract is within the sole discretion of each COSTARS Member.
- C. DGS is acting as a facilitator for COSTARS Members who may wish to purchase under this Contract. COSTARS Members that participate in this Contract and issue purchase orders (“POs”) to Contractors are third party beneficiaries who have the right to sue and be sued for breach of this Contract without joining the Commonwealth or DGS as a party. The Commonwealth will not intervene in any action between a Contractor and a COSTARS Member unless substantial interests of the Commonwealth are involved.
- D. COSTARS Members electing to participate in this Contract will order items directly from the Contractor and be responsible for payment directly to the Contractor.
- E. Those Contractors electing to permit COSTARS Members to procure from this Contract shall pay the Required Administrative Fee applicable to the Contractor’s classification:

<b>Contractor Classification</b>	<b>Required Administrative Fee</b>
DGS-verified Small Diverse Business Bidder	\$166
DGS Self-Certified Small Business Bidder	\$500
All Other Bidders	\$1,500

- 1. Each bidder electing to permit COSTARS Members to participate in the Contract must submit the COSTARS Program Election to Participate form with its bid submittal and pay the applicable Administrative Fee upon Contract award in order to sell the awarded items/services to COSTARS Members. If the bidder is a Department of General Services Self-Certified Small Business or Department of General Services-verified Small Diverse Business, a copy of its active Small Business Contracting Program certificate must be included with the bid submittal.
  - 2. At the beginning of each Contract year and upon any Contract renewal, the Contractor shall submit a check for the required amount, payable to “Commonwealth of PA”. The Contractor must pay the Administrative Fee at each contract renewal date to continue to sell the awarded items/services to COSTARS Members.
- F. DGS has registered the COSTARS name and logo (together, the “COSTARS Brand”) as a trademark with the Pennsylvania Department of State. Therefore, the Contractor may use the COSTARS Brand only as permitted under in this Subsection.

1. The Contractor shall pay the Administrative Fee covering its participation in the program, including without limitation any use of the COSTARS Brand, for each year of the Contract period. The fee is payable upon Contract award and prior to the renewal date for each succeeding Contract period.
  2. DGS grants the Contractor a nonexclusive license to use the COSTARS Brand, subject to the following conditions:
    - a. The Contractor agrees not to transfer to any third party, including without limitation any of its subcontractors or suppliers, any privileges it may have to use the COSTARS Brand under this Contract.
    - b. The Contractor agrees not to use the COSTARS Brand to represent or imply any Commonwealth endorsement or approval of its products or services.
    - c. The Contractor is permitted to use the COSTARS Brand in broadcast, or Internet media solely in connection with this Contract and any other Contract with the Commonwealth under which it has agreed to make sales to COSTARS Purchasers. The Contractor may use the COSTARS Brand on business cards, brochures, and other print publications so long as the purpose is to identify the Contractor as a COSTARS vendor, and only so long as the required Contract fee is kept current.
    - d. Should this Contract terminate for any reason, the Contractor agrees promptly to remove the COSTARS Brand from any and all print and electronic media and to refrain from using the COSTARS Brand for any purpose whatsoever from the date of Contract termination forward.
    - e. The Contractor agrees to defend, indemnify, and hold harmless the Commonwealth of Pennsylvania and DGS from and against all claims, demands, liabilities, obligations, costs, and expenses of any nature whatsoever arising out of or based upon the Contractor's use of the COSTARS Brand.
    - f. The Contractor agrees it has no property rights in the use of the COSTARS Brand by virtue of this nonexclusive license. The Contractor expressly waives any claims, including without limitation due process claims that may otherwise be available under the law in the event of any dispute involving these terms of use.
- G. The Contractor shall furnish to the DGS COSTARS Program Office a quarterly electronic Contract sales report detailing the previous quarter's Contract purchasing activity, using the form and in the format prescribed by DGS. The Contractor shall submit its completed quarterly report no later than the fifteenth calendar day of the succeeding Contract quarter.
1. The Contractor shall submit the reports through the web-based COSTARS Suppliers' Gateway of the PA Supplier Portal at <https://pasupplierportal.state.pa.us/irj/portal/anonymous>, Enterprise Applications. If a Contractor does not have access to the Internet, the Contractor shall send the reports, using the form and in the format prescribed by DGS, on compact disc via US Postal

Service to the DGS COSTARS Program Office, Bureau of Procurement, 6<sup>th</sup> Floor Forum Place, 555 Walnut Street, Harrisburg, PA 17101-1914.

2. For each PO received, the Contractor shall include on the report the name and address of each COSTARS-Registered Purchaser that has used the Contract along with the sales date, and dollar volume of sales to the specific Purchaser for the reporting period.
3. DGS may suspend the Contractor's participation in the COSTARS Program for failure to provide the Quarterly Sales Report within the specified time.

H. Additional information regarding the COSTARS Program is available on the DGS COSTARS Website at [www.costars.state.pa.us](http://www.costars.state.pa.us).

1. If the Contractor is aware of any qualified entity not currently registered and wishing to participate in the COSTARS Program, please refer the potential purchaser to the DGS COSTARS Website at [www.costars.state.pa.us](http://www.costars.state.pa.us), where it may register by completing the online registration form and receiving DGS confirmation of its registration. To view a list of currently-registered COSTARS member entities, please visit the COSTARS website.
2. Direct all questions concerning the COSTARS Program to:

Department of General Services  
COSTARS Program  
555 Walnut Street, 6<sup>th</sup> Floor  
Harrisburg, PA 17101  
Telephone: 1-866-768-7827  
E-mail [GS-PACostars@pa.gov](mailto:GS-PACostars@pa.gov)

## Participating Addendum with an External Procurement Activity

**Participating Addendum with an External Procurement Activity.** Section 1902 of the *Commonwealth Procurement Code*, 62 Pa.C.S. § 1902, permits external procurement activities to participate in cooperative purchasing agreements for the procurement of services, supplies or construction.

A. **Definitions.** The following words and phrases have the meanings set forth in this provision:

1. *External procurement activity:* The term, as defined in 62 Pa. C. S. § 1901, means a “buying organization not located in the Commonwealth [of Pennsylvania] which if located in this Commonwealth would qualify as a public procurement unit [under 62 Pa. C.S. §1901]. An agency of the United States is an external procurement activity.”
2. *Participating addendum:* A bilateral agreement executed by the Contractor and an external procurement activity that clarifies the operation of the Contract for the external procurement activity concerned. The terms and conditions in any participating addendum shall affect only the procurements of the purchasing entities under the jurisdiction of the external procurement activity signing the participating addendum.
3. *Public procurement unit:* The term, as defined in 62 Pa. C. S. § 1901, means a “local public procurement unit or purchasing agency.”
4. *Purchasing agency:* The term, as defined in 62 Pa. C. S. § 103, means a “Commonwealth agency authorized by this part or any other law to enter into contracts for itself or as the agent of another Commonwealth agency.”

B. **General.** A participating addendum shall incorporate the terms and conditions of the Contract resulting from this RFP. The Contractor shall not be required to enter into any participating addendum.

C. **Additional Terms.**

1. A participating addendum may include additional terms that are required by the law governing the external procurement activity.
2. A participating addendum may include new, mutually agreed upon terms that clarify ordering procedures specific to a participating external procurement activity.
3. The construction and effect of any participating addendum shall be governed by and construed in accordance with the laws governing the external procurement activity.

4. If an additional term requested by the external procurement activity will result in an increased cost to the Contractor, the Contractor shall adjust its pricing up or down accordingly.

**D. Prices.**

1. **Price adjustment.** For any costs affecting the percent markup that the Contractor will or will not incur or that differ from costs incurred or not incurred in the fulfillment of this Contract, the Contractor shall adjust its pricing up or down accordingly. These costs may include, but not be limited to:
  - a) State and local taxes;
  - b) Unemployment and workers compensation fees;
  - c) E-commerce transaction fees; and
  - d) Costs associated with additional terms, established pursuant to this **Part I, Section I-32.**
2. The Contractor's pricing for an external procurement activity shall be firm and fixed for the duration of the initial term of the Contract. After the initial term of the Contract, if the Contract is renewed, the Contractor's pricing may be adjusted up or down based on market conditions only with the mutual agreement of both the Contractor and any external procurement activity.

**E. Usage Reports on External Procurement Activities.** The Contractor shall furnish to the Contracting Officer an electronic quarterly usage report, preferably in spreadsheet format no later than the fifteenth calendar day of the succeeding calendar quarter. Reports shall be e-mailed to the Contracting Officer for the Contract. Each report shall indicate the name and address of the Contractor, contract number, period covered by the report, the name of the external procurement activity that has used the Contract and the total volume of sales to the external procurement activity for the reporting period.

**F. Electronic Copy of Participating Addendum.** The Contractor, upon request of the Contracting Officer, shall submit **one** electronic copy of the participating addendum to the Contracting Officer within **ten** days after request.



**Offeror's Representations and Authorizations.** By submitting its proposal, each Offeror understands, represents, and acknowledges that:

- A.** All of the Offeror's information and representations in the proposal are material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s). The Commonwealth shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the Proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.
- B.** The Offeror has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Offeror or potential offeror.
- C.** The Offeror has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an Offeror or potential offeror for this RFP, and the Offeror shall not disclose any of these items on or before the proposal submission deadline specified in the RFP.
- D.** The Offeror has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- E.** The Offeror makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- F.** To the best knowledge of the person signing the proposal for the Offeror, the Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last **four** years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Offeror has disclosed in its proposal.
- G.** To the best of the knowledge of the person signing the proposal for the Offeror and except as the Offeror has otherwise disclosed in its proposal, the Offeror has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Offeror that is owed to the Commonwealth.
- H.** The Offeror is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Offeror cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.

- I.** The Offeror has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal.
- J.** Each Offeror, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Offeror's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.
- K.** Until the selected Offeror receives a fully executed and approved written contract from the Issuing Office, there is no legal and valid contract, in law or in equity, and the Offeror shall not begin to perform.
- L.** The Offeror is not currently engaged, and will not during the duration of the contract engage, in a boycott of a person or an entity based in or doing business with a jurisdiction which the Commonwealth is not prohibited by Congressional statute from engaging in trade or commerce.

## Q&A Board

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### Subject = Appendix C: Cost Submittal; WS 1-4

### Public Thread

Q: Appendix C: Cost Submittal; Workstation 1, Workstation 2, Mobile Workstation 3, and Mobile Workstation 4: Does COPA have a Microsoft Volume License Agreement? If so, is COPA willing to accept the lowest cost option of Windows 10 OS available based on each specific?

8/6/2020 4:16 PM EDT

A: Yes, the Commonwealth's O365 subscription includes Windows 10 Enterprise License. That is why a specific version of Windows 10 was not specified.

Answered by: Raymond Jaime

8/7/2020 9:28 AM EDT

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### Subject = Appendix D Service Level Agreements / SLA #5

### Public Thread

Q: Appendix D Service Level Agreements / SLA #5: Can COPA please expand on the Penalty definition of "2% credit based on the total value of the Equipment when originally purchased."? Does this 2% Penalty apply only to those Devices which caused the SLA to be below 95%? Does this 2% Penalty apply to all Devices that were repaired that month?

8/6/2020 4:16 PM EDT

A: The 2% credit would apply to the devices that do not meet the 95% service call fix-time Service Level. The credit is based on the purchase price of the device as set forth in the Purchase Order. As set forth in Appendix D, Service Level Agreements, this is monthly: "The Contractor must resolve at least 95% of the service calls made by each agency, each month, in a fix-time of no more than twelve (12) business hours from the time the trouble ticket was submitted."

Answered by: Raymond Jaime

8/7/2020 9:28 AM EDT

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### Subject = Appendix C: Cost Submittal; WS 1&2 Options

### Public Thread

Q: Appendix C: Cost Submittal; Workstation 1 and Workstation 2 tabs, Options sections: As the read/write speed of Optical drives are dependent on the quality of the media being written to/read from, can the speed requirements be removed for the optional 16x CD/DVD RW and updated to read "CD/DVD RW"?

8/6/2020 4:16 PM EDT

A: No, Offerors shall submit a Workstation 1 and Workstation 2 model optional 16x CD/DVD RW with speeds that meet or exceed the specifications set forth in Appendix C, Cost Submittal, located in the Buyer Attachments section. Failure to submit a proposal based on the minimum specifications set forth in Appendix C, Cost Submittal, located in the Buyer Attachments section, may result in the proposal being found non-responsive.

Answered by: Raymond Jaime

8/7/2020 9:30 AM EDT

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### Subject = Appendix C: Cost Submittal; WS 1-4

### Public Thread

Q: Appendix C: Cost Submittal; Workstation 1, Workstation 2, Mobile Workstation 3, and Mobile Workstation 4 tabs: Based on the RFP, it is our understanding that COPA is interested in high-end business class workstations, accessories, and peripherals instead of consumer grade workstations, accessories, and peripherals. Is this a correct assumption?

8/6/2020 4:15 PM EDT

A: The Commonwealth is interested in high-end business class workstations with memory speeds that have the capability to support graphic intensive applications by meeting the minimum requirements set forth in Appendix C, Cost Submittal, located in the Buyer Attachments section.

Answered by: Raymond Jaime

8/7/2020 9:31 AM EDT

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### Subject = Appendix C: Cost Submittal; Monthly Lease Cost

### Public Thread

Q: Appendix C: Cost Submittal; Monthly Lease Cost and Total Lease Cost: Are Respondents allowed to change lease rates quarterly based on the market?

8/6/2020 4:14 PM EDT

A: The current lease rates in effect at the time the Commonwealth Agency requests a quote are the lease rates to be applied once the Contract is in place

Answered by: Raymond Jaime

8/7/2020 9:31 AM EDT

## Technical Submittal

- I. Project Description.** The Commonwealth of Pennsylvania (Commonwealth) intends to award multiple contracts for the purchase and lease of Computer-Aided Design and Drafting (CADD) Systems with optional Monitors to responsive and responsible Offerors who meet the requirements of this RFP. All Offerors shall be an Original Equipment Manufacturer (“OEM”), an authorized distributor, or an authorized Reseller of Equipment in order to be eligible for award. The Commonwealth will award one (1) contract per OEM.
- II. Statement of the Project.** State in succinct terms your understanding of the project presented, or the service required by this RFP.

### **Offeror Response**

As part of Governor Wolf’s cost saving priority, the Commonwealth recognizes it needs a technology partner that can provide employees with powerful CADD Workstation computing devices and solutions that meet today’s business challenges and future demands. The Commonwealth seeks a user-friendly, cost-effective way to acquire, deploy, and manage CADD Workstations and monitors and to provide its employees with a reliable, high-performance platform that delivers results throughout the product’s life cycle. Technology needs to integrate easily into the Commonwealth’s existing Information Technology (IT) environment. Additionally, the Commonwealth needs solutions to help manage and safeguard the Commonwealth’s technology investments, while conserving operational costs and reducing environmental impact. HP is uniquely qualified to provide CADD Workstation computing products, services and support for the Commonwealth’s end users and information systems team. No other vendor in this industry can offer the Commonwealth all of the following benefits:

- Consistent, competitive pricing
- Worldwide support network with consistent delivery capabilities in more than 170 countries
- Leadership in quality and customer satisfaction, two longstanding HP business imperatives
- Performance, portability and productivity for mobile users
- Wireless-ready communications and secure connectivity
- Strong alliances with leading technology providers—such as Intel® and Microsoft®
- Design goals for products and services to meet the US Federal Government Section 508 EIT standard and WCAG 2.0 level A and AA

At HP, a strong commitment to fostering diversity and inclusion underpins everything we do, including our business relationships with suppliers. Through our purchasing decisions and business relationships, we help to foster greater opportunity, equality, and representation throughout our supply chain and in the communities where we live, work, and do business. Diverse perspectives and experiences drive innovation, fortify our business, and strengthen local economies. In 2019, HP’s Supplier Diversity Program had a total economic impact of \$698M USD and supported over 4,400 jobs in the US. For the most recent reporting period, US Government Year 2019 (October 1, 2018,

through September 30, 2019), HP awarded \$374M USD to more than 1,000 suppliers including: small businesses, minority-owned, veteran-owned, service-disabled veteran-owned, women-owned, those located in Historically Under-Utilized Business Zones (HUBZones), and Historically Black Colleges and Universities (HBCUs). In addition to promoting diversity in our supply chain, we advance diversity amongst our resellers through mutually beneficial relationships. Through our HP PartnerONE Diversity network, we maintained relationships with, and provided marketing and sales support to, more than 300 diverse resellers. To support the Commonwealth's supplier diversity programs and initiatives, HP will be partnering with ADEPT, a local minority business enterprise, to provide general project staffing, and project management. HP will also be partnering with Aspen Technology (Aspen), a veteran-owned business, for deployment services during the term of the contract.

In addition, HP will be leveraging the support for the following potential off-site optional services with Riverside Technology, Inc. (RTI):

- Hard Drive Imaging Services
- Asset Tags and Reporting
- BIOS Stamping
- Hold inventory (5 to 10 units) of excess product for purpose of fast turn-around in the event of DOA equipment

### III. Qualifications.

- A. **Company Overview.** Include company name, parent company if applicable, a company overview and why you should be selected for this RFP based on your capabilities. If there is any other information you wish to add that is pertinent to your organization doing business with the Commonwealth, please describe in detail.

#### ***Offeror Response***

HP Inc. (HP) has a six-plus year working relationship with the Commonwealth providing CADD Workstations, Personal Computers (desktop and mobile), monitors, and printers since 2014.

HP will be utilizing the same team, along with an additional veteran-owned partner (Aspen), of experienced partners that are currently supporting the Commonwealth for your end-point technology needs.

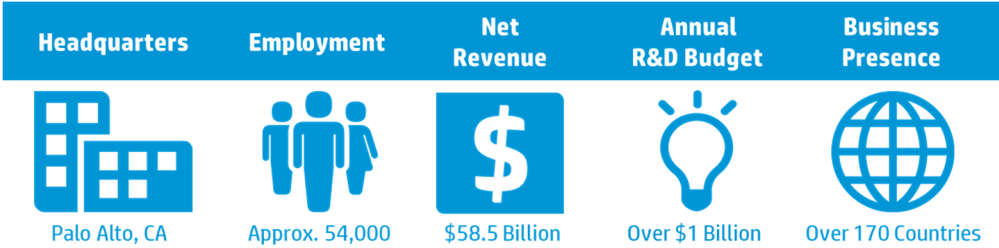
HP and our partners understand how the Commonwealth operates, and we work closely with the Distribution Centers and the individual agencies to deliver the products and services that address their unique needs.

HP's goal is to align the quoting and order process for the CADD Workstation contract with the current PC contract, which will provide a familiar and user-friendly ordering process for both PC and CADD Workstation orders.

HP is a proven leader and focused innovator in the personal systems and printing markets with leadership across commercial and consumer segments. With exciting new technologies on the horizon and an improved ability to enable investments in growth markets such as 3D printing and new computing experiences, HP is well-positioned to invent technology that empowers you to create, interact, and inspire like never before.

HP provides sales and services in more than 170 countries and employs approximately 54,000 employees worldwide. HP corporate headquarters are located in Palo Alto, California.

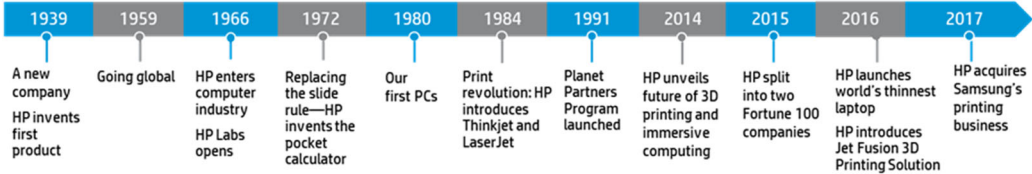
**HP Fast Facts**



**Company History**

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.

**Important Dates in Our History**



We are proud that our products touch so many lives, and we believe that technology is vital to helping us all succeed in this rapidly changing world. We are committed to using our products, services, and ideas to unleash the exciting new possibilities just around the bend.

In its proud history, HP has not only changed the face of technology but also changed the way that an entire industry has come to view its commitments to its people, its customers, its communities, and the world.

- B. Prior Experience.** The Offeror must have a minimum of **three (3) years** of experience with projects of a similar size and scope. Include experience in the sale, leasing, and management of computer workstations with similar specifications to those requested including, but not limited to, the implementation, service, maintenance, and training related to the computer workstations.

Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Projects referred to must be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

### **Offeror Response**

HP Inc. (HP) has a six-plus year working relationship with the Commonwealth providing CADD Workstations, Personal Computers (desktop and mobile), monitors, and printers since 2014. Please refer to **HP Response to Appendix B – Project References** for detailed information regarding HP’s three (3) project references.

### **Why to Choose HP for Your CADD Workstations**

1. **HP history** – Having been in business more than 81 years and selling workstations for over 41 years, HP by far is the oldest workstation vendor in existence and has a rich history in designing and manufacturing workstations.
2. **HP** is a proud U.S. headquartered company and is widely known for being the founder of Silicon Valley.
3. **HP Innovation** – While our competition talks about being innovative, HP delivers and by far leads the industry. Each year HP invests billions of dollars into HP labs and as a result in the workstation market alone HP brought to market:
  - The world’s first All-In-One Workstation - Z1G1
  - The world’s first Small Form Factor (SFF) Workstation - Z200 series
  - The world’s first Ultrabook Mobile Notebook Workstation – Zbook 14u
  - The world’s first Quad-core Ultrabook Workstation – HP Studio
  - The world’s first Immersive Workstation – HP Sprout
  - The world’s first 3D Virtual reality display for workstations – Zvr Monitor
  - The world’s first Mini Workstation – Z2 Mini
  - The world’s first Virtual Reality Backpack - Zvr Backpack Workstation
  - The world’s first Detachable Tablet Workstation – Z x2 Tablet Workstation
  - The world’s most powerful workstation - Z8
  - The world’s best price/performance Virtual Reality (VR) Goggles – HP Reverb
4. **HP Workstation Family** – HP offers customers the widest selection of desktop and notebook workstations to choose from and meet their every need. In addition, HP also offers the largest selection of VR workstations to choose from, as well as powerful workstations for Data Science, Machine Learning, Esports, Gaming, and more.



5. **Performance** – HP’s workstation performance is legendary in the industry, and has been for more than 40 years. We offer customers the largest selection of powerful Intel processors to choose from.
6. **Graphics** – When it comes to graphics, HP works hand-in-hand with the two largest graphics card companies in the industry (Nvidia and AMD) so customers have the widest selection of fully tested and supported graphics cards to choose from.
7. **ISV Certification** – HP works hand in hand with numerous Independent Software Vendors (ISV) in the industry to optimize their application performance on our workstations. We also have a website that customers can go to select applications their running, the modules of those apps, and in seconds HP provides them fully tested and recommended desktop and notebook workstations to run their apps. [www.hp.com/go/workstationfinder](http://www.hp.com/go/workstationfinder)
8. **Security, so how important is it to protect your intellectual property?** – When it comes to security, HP workstations by far are the most secure on the planet. Why, because we offer world class security features (at no additional cost) in our workstations that no one else offers. For example, HP Sure Start Gen 4 is the world’s first and only self-healing bios and locks down our workstations like no others. In addition, HP also includes other security features such as HP Multi-Factor Authenticate for identity, HP Manageability Integration Kit, HP WorkWise mobile security solution, physical security and more.
9. **Remotely log in and harness the full power and performance of your HP workstations from virtually anywhere in the world** – Yes, you read it right, as long as your agency has a Virtual Private Network (VPN) and you have a decent network connection using “HP’s ZCentral Remote Boost”, formerly known as Remote Graphics Software, (another HP exclusive that comes with our workstations at no additional cost) you can remotely login and “securely” harness the full power of your HP workstations sitting on your desk. This has come in particularly handy during this COVID crisis for customers using HP workstations. To learn more about this awesome solution you can simply go to <https://www8.hp.com/us/en/workstations/zcentral-remote-boost.html> scroll down and watch the 2 min video. We promise you will be impressed. Please refer to **Attachment 3 – HP Z Central Remote Boost** for more information.
10. **HP Performance Advisor** – Another HP first that comes with HP workstations at no additional cost and enables customers (at a glance) quickly and easily monitor and do what’s necessary to optimize the performance of the applications running on their workstations.
11. **HP Durability and Reliability** - When it comes to durability and reliability there’s not another workstation vendor on the planet that does more extensive testing of their workstations than HP. Each model of HP’s workstations has gone through more than 360,000 hours of testing.
12. **Mil Std 810G Compliance Testing** – HP mobile workstations routinely undergo and pass Mil Std 810G Compliance Tests (and unlike some of our competitors) we are happy to provide the results to our customers. Why, because it is not enough to say you took the testing, but you actually have

to pass it. In addition to Mil Std 810G testing, HP also does a number of other tests on their workstations even though it is not required.

- 13 World Class Warranty** – Most HP workstations come standard with a 3 year parts/3 year labor/3 year next day onsite warranty which customers love. In addition, when you call HP support you will be forwarded to our dedicated workstation support team.
- 14. HP Green Workstations and Acoustics**– HP’s goal as a workstation provider is to offer our customers the smallest, quietest, greenest and most energy efficient workstations in the industry today at an affordable price. We consistently strive to achieve that goal and are routinely rated EPEAT Gold and Silver. In addition, all of our workstations are extremely quiet.
- 15 Performance Displays** – In addition to having the largest family of workstations for customers to choose from, HP also offers a full line of performance monitors in numerous sizes to go with our workstations. So whether you need a 22” entry level performance monitor or all the way up to 43” (4k monitor), we have a solution for you.
- 16 Price** – Last but not least is price, and HP’s goal is to provide our customers with powerful graphics intensive workstations that are highly reliable, small, quiet, green, energy efficient, and affordable. To that end we work hard to understand our customer’s needs, configure the perfect workstation(s) to meet those needs, and then work hard to get our customers the absolute best price.

- (1) The Offeror must include a least **three (3)** client/project references with its proposal. The references must be for installations completed within the past three **(3)** years. Complete **Appendix B, Project References**, for each reference provided.
- (2) The Offeror must show what work was completed by subcontractors for each of the projects referenced in **Appendix B, Project References**.

### ***Offeror Response***

Please refer to **HP Response to Appendix B – Project References** for the requested information pertaining to the following three (3) project references:

- UC San Diego – Annual Computer Lab Refresh
- Commonwealth of MASS DOT
- Connecticut Department of Transportation (CTDOT)

- (3) The Offeror shall provide the following:
  - (i) Details of any industry-recognized quality standard to which it is compliant, as well as any industry certifications or awards, received.

### ***Offeror Response***

HP Inc. operates a Quality Management System that complies with the requirements of BS EN ISO 9001:2015. All of HP's manufacturing facilities and key suppliers are ISO 9001 certified.

HP complies with the ISO 14001 standard requirements and holds the certificate, which covers the worldwide manufacturing of computing and imaging products and related operations.

- (ii) Details on any industry standard (such as ITIL) the Offeror implemented to govern its service delivery.

### ***Offeror Response***

HP has a comprehensive portfolio of products that allows the ability to govern and manage its IT assets for true business technology optimization.

Specific products include software to address demand and portfolio management; software quality assurance and performance validation; business service management; and ITIL and ITSM service management.

HP offers broad capabilities that are unavailable from most other IT vendors, including:

- PMI and PMP-certified experts to provide outstanding project management capabilities
- ITIL-based standards, automation and best practices to support a goal of zero outages
- More than 17,000 ITIL certified employees
- HP's Integration Center is governed by ISO 9000:2015 standards; all processes are documented and controlled through a peer review team

- (iii) Include any certification levels earned by the Offeror or key personnel.

### ***Offeror Response***

Below are some of HP's certifications:

- PMI and PMP-certified experts to provide outstanding project management capabilities
- ITIL-based standards, automation and best practices to support a goal of zero outages
- More than 17,000 ITIL certified employees

- HP's Integration Center is governed by ISO 9000:2015 standards; all processes are documented and controlled through a peer review team

- (iv) Within the past **three (3) years**, has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts? If so, please provide details.

**Offeror Response**

HP is involved in lawsuits, claims, investigations, and proceedings—including patent, commercial, and environmental matters—which arise in the ordinary course of business. There are no such matters pending which HP expects to be material to the fulfillment of the opportunity under consideration. Matters which are material to HP's business or financial results are reported in our 10K and other appropriate public filings.

- (v) How long has Offeror(s) provided the Equipment and Services requested in this RFP?

**Offeror Response**

HP is a proven leader and focused innovator in the workstation and printing markets with leadership across commercial and consumer segments. The unique position that HP holds among suppliers of information technology solutions is based on corporate stability, technology innovation and over 80 years of experience serving customers in diverse industries.

- C. **Personnel.** Offeror shall identify the number of executive and professional personnel, analysts, auditors, researchers, programmers, consultants, etc., who will be engaged in the work. The Offeror must provide an organization chart clearly identifying the proposed personnel, the role, and the links between managers and staff. Show where these personnel will be physically located during the time they are engaged in the Project. Indicate the responsibilities each individual will have in this Project and how long each has been with your company.

**Offeror Response**

HP understands that cultivating a successful long-term relationship with the Commonwealth requires a knowledgeable and experienced account team that consistently meets or exceeds your expectations. One of our key differentiators is our commitment to professional account management. We leverage the unique characteristics of our field teams and the strength of the HP experience to link

HP and the Commonwealth together as a team to enhance our working relationship and promote technological developments within the business enterprise.

The Commonwealth’s HP Contract Sales Manager (CSM) is responsible for managing our overall business relationship with you and making sure that appropriate HP resources are engaged. These resources include experienced sales professionals, skilled technical support, and subject matter experts. Possessing the right blend of knowledge, skills, and experience, the HP team can assist the Commonwealth in managing every aspect of IT ownership—from early product disclosures and presales consulting to technology refresh planning and redeployment of assets.

Our comprehensive approach to account management gives the Commonwealth a single vendor source for planning, design, procurement, integration, management, and support. Our commitment to professional account management helps to maintain seamless and consistent delivery of value-added solutions and services to the Commonwealth.

**Debra Lee**

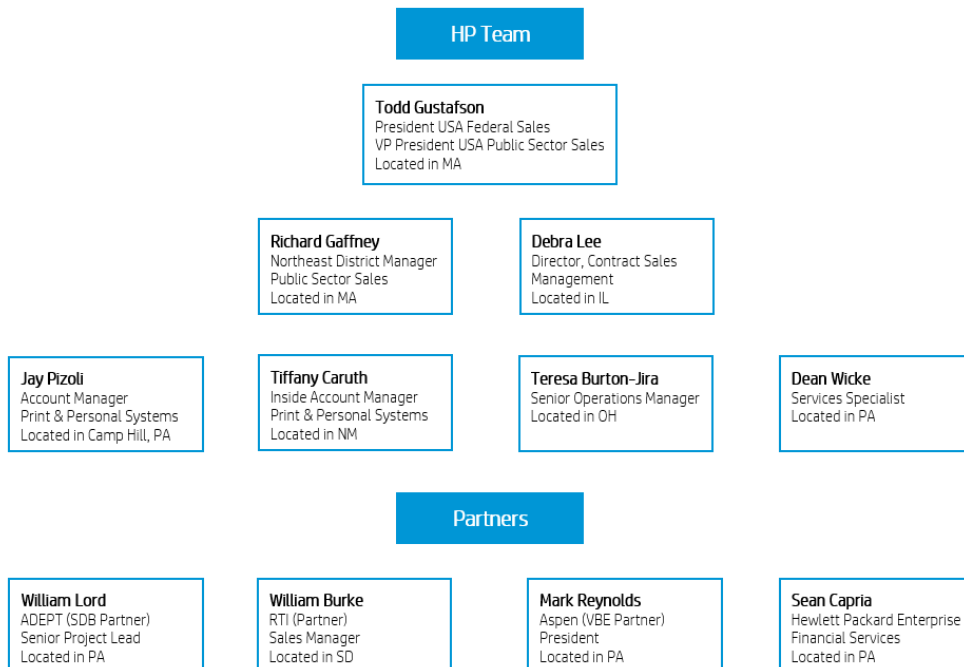
Director, Contract Sales Manager

Office: 847.922.2977

[Debra.Lee@hp.com](mailto:Debra.Lee@hp.com)

To support the Commonwealth’s supplier diversity programs and initiatives, HP will be partnering with ADEPT, a local minority business enterprise to provide general project staffing and project management during the term of the contract. HP will also be partnering with Aspen Technology (Aspen), a veteran-owned business, who will provide deployment services during the term of the contract.

**HP/Commonwealth Key Personnel Alignment**



In addition to the CSM, the following table outlines the roles and responsibilities of the Commonwealth's account team.

<b>The Commonwealth of PA Account Team</b>	
<b>Debra Lee</b> Director, Contract Sales Manager	The Contract Sales Manager is the post-award management lead for implementation of the contract vehicle and is the primary HP interface with the assigned Contract Procurement Officer(s). The Contract Sales Manager manages the contract to ensure compliance with terms and conditions and acts as the escalation point of contact.
<b>Jay Pizoli</b> Sales Account Manager	The Sales Account Manager is responsible for all proposed HP products. The Sales Account Manager supports State and Local Government, Higher Education or named accounts, providing more of a focus on the product and market. This individual is the primary point of contact for procuring entities. The Sales Account Manager works closely with the Inside Sales Representative and the procuring entities covering special pricing requests, availability of new product, and roadmaps. The Sales Account Manager engages Corporate resources as a "Customer Advocate."
<b>Teresa Linebaugh</b> PC/Mobile Technical Consultant	The Technical Consultant (TC) assists the Account Manager and the Commonwealth on a consultative basis for project and technology planning. The TC is responsible for providing technical support and leadership in the creation and delivery of technology solutions designed to meet the Commonwealth's business needs. In addition, the TC acts as an escalation point for technical issues and trends.
<b>Jeff Wall</b> Workstation Specialist	The Workstation Specialist assists the AM and the Commonwealth with the proper selection of workstation(s) based on the work their doing and the applications their using. In addition, should the Commonwealth have detailed product or roadmap questions, the Workstation Specialist will assist and, if required, set up conference calls with individual Product Managers.
<b>Tiffany Caruth</b> Inside Account Manager	The Inside Account Manager (IAM) works in partnership with the AM to assist the Commonwealth with any questions, product information, or sales needs. Support is also provided through "task substitution," such as quote support, customer follow-up, problem resolution, seed placement request, product availability, and delivery questions.
<b>Teresa Burton-Jira</b> Senior Account Operations Manager	The Account Operations Manager (AOM) will provide a thorough customer "needs analysis" for your Direct fulfillment solutions. As an extension of your assigned HP account team, the AOM's primary function is to be the single point of accountability for proactive end-to-end operational support. The AOM engages with the Commonwealth, the HP account team, and all other HP functions to support customer satisfaction through

The Commonwealth of PA Account Team	
	<p>solution development, process efficiencies, service-level attainment, and continual operational improvements as appropriate. Once the opportunity has been fully deployed and has reached a steady state or maintenance mode, the AOM may disengage and turn all fulfillment management responsibilities over to your HP Direct Order Management Team.</p>
<p><b>William Lord (ADEPT)</b> Senior Project Manager Program Management Office</p>	<p>The Project Manager Office (PMO) is responsible for documenting and understanding the Commonwealth's unique requirements, communicating these requirements to the team, formalizing and maintaining instructions for your project, communicating project status, and managing the project to completion within the timelines committed.</p>
<p><b>Sean Capria</b> Hewlett Packard Enterprise Financial Services</p>	<p>The Hewlett Packard Enterprise Financial Area Manager (FAM) assists the account team in providing a customized financing solution, if required. Technology refresh options, asset management, and asset-disposition tools are often integrated into the final offering. The FAM is the single point of contact for HP Financial Services.</p>
<p><b>Order Management and Customer Services Representative</b>  TBD</p>	<p>There are two roles in Order Management: Order Entry and Customer Service. The Customer Service Representative (CSR) is the initial point of contact for post-sales issues (order status, delivery, billing, product return and replacement, product transitions, warranty issues). The CSR is the primary contact for internal HP departments that are involved in processing orders. The CSR oversees fulfillment activities from order entry and acceptance to invoicing and delivery.</p>
<p><b>Richard Gaffney</b> Regional Sales Manager</p>	<p>The Regional Sales Manager is responsible for the Sales Account Manager and is an escalation point of contact. The Contract Sales Manager works closely with management on escalations and quality improvement processes to ensure customer satisfaction and contract compliance.</p>
<p><b>Todd Gustafson</b> Vice President USA Public Sector, President USA Federal Sales</p>	<p>The Vice President is an escalation point for issues effecting contracts and Public Sector accounts by the Printing and Personal Systems Groups. The Contract Sales Managers work closely with management on escalations and quality improvement processes to ensure customer satisfaction and contract compliance.</p>
<p><b>Priority Management Services with Customer Support Manager</b> John Gaul</p>	<p>HP Priority Management Service offers an assigned HP Global Customer Support Manager to monitor, report, and manage your support needs. This service provides parts prioritization to reduce downtime and get the Commonwealth back to business faster. It also delivers performance monitoring, executive level reporting, and proactive support planning to provide a premium support experience!</p>

In addition, HP will be leveraging the support for the potential off-site optional services with Riverside Technology, Inc. (RTI).

The Commonwealth can be confident that the assigned HP account team members are well qualified, and all levels of management are involved to maintain customer satisfaction. Should the Commonwealth experience difficulties with any of the account management team, HP senior management would be happy to discuss the account team structure, membership, and responsibilities.

- (1) **Account Manager.** The Offeror shall provide a dedicated Account Manager who will be the main point of contact for Commonwealth agency requests. The Commonwealth will consider the Account Manager to be the sole point of contact with regard to contractual and purchase order matters. The Account Manager must be an employee of the Offeror and must be authorized to make binding decisions on behalf of the Offeror. The Account Manager is expected to have sufficient technical expertise to ensure proper orders are taken. The Account Manager's responsibilities will include, but will not be limited to: providing administrative, supervisory and technical direction to the account representatives; providing quotes for hardware and/or services, reporting, providing recommendations on hardware and services, and tracking order fulfillment; monitoring work performance for accuracy, timeliness, efficiency, and adherence to contract requirements; coordinating the resolution of contract problems and the implementation and completion of problem escalation procedures. Through a resume or similar document, the show the Account Manager's name, education, and experience.

### ***Offeror Response***

HP's Sales Account Manager is responsible for all proposed HP products. The Sales Account Manager supports State and Local Government, Higher Education or named accounts, providing more of a focus on the product and market. This individual is the primary point of contact for procuring entities. The Sales Account Manager works closely with the Inside Sales Representative and the procuring entities covering special pricing requests, availability of new product, and roadmaps. The Sales Account Manager engages Corporate resources as a "Customer Advocate."

HP's Account Manager for the Commonwealth is Jay Pizoli. Jay has over 25 years of extensive account management experience supporting customers in Pennsylvania, including the Commonwealth of Pennsylvania, Higher Education, and Healthcare accounts. Jay attended Lynn University, previously College of Boca Raton, Business Studies IBM Marketing Education Program.

- D. **Subcontractors.** Provide a subcontracting plan for all subcontractors, including small diverse business and small business subcontractors, who will be assigned to



the Project. The selected Offeror is prohibited from subcontracting or outsourcing any part of this Project without the express written approval from the Commonwealth. Upon award of the contract resulting from this RFP, subcontractors included in the proposal submission are deemed approved. For each position included in your subcontracting plan provide:

- (1) name of subcontractor;
- (2) address of subcontractor;
- (3) number of years worked with the subcontractor;
- (4) number of employees by job category to work on this project;
- (5) description of services to be performed;
- (6) what percentage of time the staff will be dedicated to this project;
- (7) geographical location of staff; and
- (8) resumes (if appropriate and available).

### ***Offeror Response***

HP's subcontracting plan is as follows:

#### **ADEPT Consulting Services**

423 Walnut St. Suite 305 Harrisburg, PA 17101

Over 5 years of working as subcontractor

One (1) Senior Project Manager, one (1) PMO Operations Manager, and one (1) Deployment Manager as described below:

- Senior Project Manager (William Lord) – Manages the Commonwealth projects and the overall Technology Deployments. Daily interface to all the Commonwealth Delivery Centers and their project satisfaction.
- PMO Operations Manager (Craig Brown) – Admin and Reporting. Responsible for interfacing with all the Commonwealth Delivery Centers and their satisfaction with ADEPT and Aspen's operations. Deployment Manager: Manages the deployment teams, installations, and project logistics. Responsible for interfacing with all the Commonwealth Delivery Centers and their overall installation satisfaction.
- Deployment Manger (Pete Schrum) – Manages the deployment teams, installations, and project logistics. Responsible for interfacing with all of the Commonwealth's Delivery Centers and their overall installation satisfaction.

This team is 100% dedicated to the HP/Commonwealth technology projects.

All team members for ADEPT and Aspen are located in the Capital Region.

#### **Aspen Technology**

423 Walnut Street, Harrisburg, PA 17101

New to HP

Installation teams vary based on the installation projects need.

Installation services (see optional services)  
Staff will be 100% dedicated to the Commonwealth's installations.  
General Harrisburg area

**Riverside Technologies, Inc. (RTI)**

Headquarters: 105 Gateway Dr. North Sioux City, South Dakota

Local office: 367 Railroad St. Danville, PA 17821

RTI has been working with HP on the Commonwealth's PC Contract since 2015.

The following roles will be provided to work on this project:

- Project Managers: 2+
- Operations: 2+
- Sales: 4+
- Warehouse/Field Services: 30+
- Other employees will be brought in to complete projects as necessary

RTI provides all offsite image development and deployment as well as offsite asset tagging.

Five percent (5%) of the staff will be dedicated to this project

Various locations – PA warehouse, North Sioux City warehouse and sales office, etc.

Resumes are not applicable for the RTI offsite project staff since they are assigned on a per-project base.

- IV. Financial Capability.** Describe your company's financial stability and economic capability to perform the contract requirements. The Commonwealth reserves the right to request additional information to evaluate an Offeror's financial capability.

***Offeror Response***

As a Fortune 100 company with \$58B in net revenue for FY19, the financial performance of HP Inc. (HP) is the result of execution against a well-defined fiscal management strategy. The company's success also reflects the faith that customers have placed and continue to place in HP to solve their business technology requirements.

HP Inc. financial materials are available online and in print. Materials include the Annual Report, Form 10-K, Form 10-Q, and quarterly earnings releases. To view our Annual Report, please see: <https://investor.hp.com/financials/annual-reports-and-proxies/default.aspx>

- V. Requirements.** The proposed solution shall meet or exceed the following requirements. Offeror shall describe in its response how it will meet the outlined requirements.

- A. Manufacturer Authorization Letter.** Offerors submitting proposals as Authorized Resellers must submit a Manufacturer Authorization Letter, issued by the Manufacturer, an authorized distributor or a master reseller, which clearly states the Offeror is authorized to provide the OEM's Equipment and Services to the Commonwealth for this RFP. The Manufacturer Authorization Letter must reference **RFP 6100051157** for CADD Workstations Computing Devices and

Monitors. The Offeror must submit a Manufacturer Authorization Letter for each OEM that is offered unless the Offeror is the OEM.

***Offeror Response***

HP Inc. is an Original Equipment Manufacturer.

- B. Original Equipment Manufacturer (OEM) Representatives.** The selected Offeror shall provide a main point of contact for each of the OEMs for which the Offeror is selling products.

***Offeror Response***

HP's Account Manager for the Commonwealth is Jay Pizoli. Jay can be contacted via email at [jay.m.pizoli@hp.com](mailto:jay.m.pizoli@hp.com) or via mobile at 717-585-8857.

- C. Technical Service.** The Offeror shall provide a dedicated service phone number to handle any service requests from the Commonwealth.

***Offeror Response***

HP's dedicated US-based service line for the Commonwealth is (888) 472-2737, ext. 49830.

- D. Warranty.** All products shall have a **four (4) year** warranty, including options, that are purchased in a bundled unit or individually at a later time. The Commonwealth will have the opportunity to purchase an optional **5<sup>th</sup> year** of warranty as outlined in **Appendix C, Cost Submittal**.

***Offeror Response***

HP has read and acknowledged.

- E. Electrical Requirements.** All equipment must be UL approved. Any special voltage needed beyond the standard 110v must be indicated. The Commonwealth will furnish suitable electrical current to operate equipment.

***Offeror Response***

All HP workstations and mobile workstations proposed are UL certified. The proposed HP workstations and mobile workstations do not require voltage beyond the standard 110v as designed for use in the continental United States.

**F. CADD Workstation Ordering.** The selected Offeror shall provide a quote upon request by a Commonwealth Agency for the purchase or lease of CADD Equipment and Services as outlined in **Appendix C, Cost Submittal.**

- (1) All quotes must comply, at a minimum, with the following and be pre-approved by the Commonwealth Agency requesting the order:
  - (i) contract number;
  - (ii) must be provided on the selected Offeror's letterhead;
  - (iii) service period (if applicable);
  - (iv) manufacturer product ID;
  - (v) manufacturer product title;
  - (vi) line item descriptions;
  - (vii) list price so the Commonwealth can verify discounts on quotes; expected delivery date; and
  - (viii) related purchase order number(s) when standalone Services are procured.

The Commonwealth's contract management team must approve the quote format before any quotes may be issued.

- (2) No additional terms and conditions may be attached to a quote.
- (3) Volume Orders. The selected Offeror must be capable of fulfilling large volume orders including, but not limited to, Commonwealth agency fleet rollouts and high dollar purchases. The selected Offeror is encouraged to offer higher discounts for large volume purchases.

***Offeror Response***

HP acknowledges and agrees to the Commonwealth's quoting requirements. All quotes will be in a format approved by the Commonwealth's contract management team.

**G. Request Management.** The selected Offeror shall perform request management including, but not limited to, order tracking, intake of requests, prioritization, escalation, resolution, and closeout. Offeror shall describe its approach to request management.

***Offeror Response***

The Commonwealth will utilize the HP/ADEPT Zendesk website to submit quote requests. Requests will be acknowledged, and a quote will be emailed to the Commonwealth. Once the Commonwealth's agency submits a purchase order, the purchase order will be acknowledged and submitted for processing. The Commonwealth will have a dedicated HP Account Operations Manager (AOM) who will track the orders from initial submission to delivery. The AOM will work with the HP Direct Order Management team assigned to the Commonwealth for all prioritizations and escalations. In addition, the AOM works closely with the account sales team to ensure HP is delivering at the service level required.

## **H. Solution Support.**

- (1) Hours of Support. The selected Offeror shall provide support for the Commonwealth Monday through Friday **7 A.M. to 5 P.M. Eastern Time** and weekends as requested. Support shall include, but not be limited to, assistance and ongoing support regarding problems/issues, guidance in the operation of the devices, and identification and correction of possible data or system errors.

### ***Offeror Response***

HP's support line is available 24 hours a day, 7 days a week.

- (2) Types of Support. Offerors shall describe all types of solution support available (i.e. telephone, web chat, email). At a minimum email and a dedicated phone number support line shall be provided.

### ***Offeror Response***

HP's dedicated service line for the Commonwealth is (888) 472-2737, ext. 49830.

My HP Support is a tool for business users to submit and track support cases online. <https://support.hp.com/us-en>

For additional details, see the following link for My HP Support Guide: <https://support.hp.com/us-en/document/c05441222>

- (3) Incident Management. The Offeror shall provide and manage a process to track, monitor and resolve reported problems/issues. Offeror shall describe its methodology to classify problems as to criticality and impact, including resolution procedures and escalation process for each classification of problems/issues. At a minimum, the Offeror shall include communication procedures that provide ongoing status updates, no less than every **24 hours**, until incident resolution.

## ***Offeror Response***

HP has read and acknowledged.

Incident Management for break/fix support service will be delivered through the implementation of an Account Delivery Manager (ADM). This person will be assigned to the Commonwealth and will have the primary responsibility for Incident Management.

The Incident Management practices and methodologies that will be implemented at the Commonwealth are consistent with HP best practices.

The HP ADM will:

- Be the principle point of contact to the Commonwealth and be responsible for incident management and managing the steady state break/fix delivery, escalation, measurement, and SLA compliance under the Agreement
- Provide break/fix delivery and operations incident management for the services
- Conduct incident management performance reviews
- Manage HP resources and support teams to meet the agreed upon break/fix SLA
- Manage and act as the focal point for joint communications between HP and the Commonwealth regarding incident management
- Provide escalation management and utilize and participate in the HP change management process for changes impacting the Commonwealth's operations or environment
- Provide for continuous improvement of incident management
- Provide ongoing oversight of the incident management service delivery team and processes to assist and improve service level compliance

The objective of incident management is to restore normal operations as quickly as possible with the least possible impact on either the business or the user, within the terms of the agreement.

The services are provided on an individual incident (ticket or case) basis. Standard case flow for break/fix support will be followed. Each ticketing system can take very different approaches on the priority, severity, and impact of a ticket. Therefore, the Commonwealth and HP must have a common understanding and properly map these data elements.

HP Service Now systems allow the Commonwealth to provide their severity level (which could be equivalent to a customer's priority field or impact field). The Commonwealth is welcome to send their severity, impact, or a single combined priority field. Based on that information, along with contractual SLAs, HP will determine priority internally. HP can default to a specific severity if the Commonwealth does not provide one.

- I. **Invoicing.** The Offeror shall accept orders via the Commonwealth's purchasing credit card (Pcard) in addition to purchase orders generated via the Commonwealth's SAP Supplier Relationship Management (SRM) system, the Commonwealth's standard order type.

***Offeror Response***

HP has read and acknowledged.

- J. **Leasing.** The term for each lease will be based upon the specifically cited terms and conditions outlined in **Appendix A, Contract Terms and Conditions.**

***Offeror Response***

HP has read and acknowledges and understands that any resulting award/order will incorporate a lease agreement as well.

- K. **Asset Flexibility.** If during the term of the contract new hardware become available, the Offeror may, with the written approval of the Commonwealth, substitute a new model if it offers features, technologies, or standards that are equal to or greater than the original model. The cost of any new hardware must be less than or equal to the model it is replacing.

***Offeror Response***

HP has read and acknowledged. The HP Sales Team will be conducting quarterly reviews to discuss the roadmap and any upcoming new models.

- L. **Product Catalog.** The Offerors must provide their entire product catalog, as a link or electronic document file, for CADD workstations and ancillary products with their proposal. The Commonwealth reserves the right to request a quote for customizable CADD workstations and monitors from the selected Offeror's entire catalog of CADD workstation options. If an Agency elects to customize their workstation with a processor brand other than Intel, the processor selected must be available through the Offeror's product catalog in order to be considered. In addition, the ordering Agency must also receive a written approval from the Office of Administration and the Department of General Services contract manager to proceed with the order. **Orders may be placed on a Purchase Order basis under the Terms and Conditions of the Contract resulting from this RFP.** Discount percentage provided by the Offeror in **Appendix C, Cost Submittal** in the tab marked "Optional Services" should reflect manufacturer's catalog price minus discount. The selected Offeror may update their price list or product changes **annually**, on the effective date of the Contract, unless otherwise

requested by the Commonwealth, to reflect new products, and manufacturer's price changes, deletion of discontinued products, etc.

**Offeror Response**

HP has read and acknowledged. Please refer to **HP Response to Appendix C – Cost Submittal** Excel file for pricing.

Upon award it is HP's intention to create a product catalog under the State website that will include workstation products found on **Attachment 4 – HP's CoPA CADD Workstation Catalog** at the discount outlined in **HP Response to Appendix C – Cost Submittal** Excel file.

The product catalog in **Attachment 4 – HP's CoPA CADD Workstation Catalog** contains options (to include, but not limited to additional processor, memory, monitor or other workstation accessories) to provide agencies the ability to customize their workstation to meet their specific needs. The minimum discount outlined in the **HP Response to Appendix C – Cost Submittal** Excel file will cover all of the workstation products that HP has available to be sold under an awarded contract based on a discount off HP's current US Commercial List Price. Furthermore, HP expects to offer volume pricing to the agencies for their selected configurations.

- M. Removal and Disposal.** The selected Offeror shall provide **90-day** notice of upcoming lease expiration to the Commonwealth designee. The return of leased property shall be completed in accordance with **subsection (m) of CONTRACT-43.1-1 Leasing Additional Terms and Conditions (Oct 2013) of Appendix A, Contract Terms and Conditions**

**Offeror Response**

HP has read and acknowledged.

- N. Customer Satisfaction.** The selected Offeror shall initiate customer satisfaction surveys which must indicate performance. The Commonwealth will determine the format and delivery mode of the survey.

**Offeror Response**

HP has read and acknowledged.

- O. Service Level Agreements.** The selected Offeror must meet the service level agreements (SLAs) as described in **Appendix D, Service Level Agreements**. Any suggested revisions or additions to the Service Level Agreements must be addressed in response to **Section VI, Objections and Additions to Standard Contract Terms and Conditions**.



## **Offeror Response**

As required under Section VI, Objections and Additions to Standard Contract Terms and Conditions below, please refer to **HP Response to Appendix D – Service Level Agreements** for HP’s suggested revisions.

- P. Software.** The selected Offeror shall not sell equipment that requires commercially available software for its use through this contract unless and until the Commonwealth has entered into a software license agreement with such software licensor. The selected Offeror shall inform any such software licensor that the software licensor must enter into a software license agreement with the Commonwealth that is substantially the same form as **Appendix E, Software License Requirements**, which will incorporate, if applicable and as appropriate, the software licensor’s software agreement.
- Q. Licensing Requirements.** Any click-through terms presented to an individual upon use of any component of the system must be pre-approved in writing by the Commonwealth Contracting Officer. Such terms may not be inconsistent with the final negotiated contract terms and conditions resulting from this RFP. See **Section VI, Objections and Additions to Standard Contract Terms and Conditions**.
- R. Services.**
- (1) Offeror shall provide a quote for hardware when requested by the Commonwealth, at any time during the term of the contract.
  - (2) Offerors shall provide a quote for Warranties and Services, when requested by a Commonwealth agency, at any time during the term of the Contract. Standalone orders for warranties and maintenance made during the term of the Contract may extend up to **four (4) years** past the expiration date of the Contract.
  - (3) The Commonwealth agency will develop a statement of work (“SOW”) for each Service order utilizing **Appendix F, Statement of Work Template**, which will be attached to the associated purchase order. The Offeror shall provide a proposed price for all listed Services. All Services may be purchased at the Commonwealth’s discretion.
  - (4) The Commonwealth agency and shall complete Appendix H, Lease Acceptance Certificate to enter into the lease upon acceptance of the Offeror’s quote.
- S. Optional Services.** All Optional Services may be purchased at the Commonwealth’s discretion. Optional services include:
- Installation.

- Image deployment.
- Image development.
- Asset tagging.
- Bundle – install, image deployment and asset tagging.
- 10 GB Data Transfer.
- On-premise wipe.
- Off-premise disk wipe.
- Preparation for shipment: relocation, transfer to DGS warehouse or lease return.
- Relocation in the same building.
- Relocation within 25 miles.
- Relocation outside of 25 miles.
- Transport to the DGS warehouse or lease return.

(1) Installation.

- (i) The selected Offeror must, at a minimum:
- (a) Assign a project manager to every installation;
  - (b) Provide status reports of installations completed, installations outstanding, and issues;
  - (c) Unpack equipment;
  - (d) Set up and connect keyboard, monitor(s), mouse, Ethernet cable, power and external equipment to computer;
  - (e) Power on the device or system;
  - (f) If pre-imaged system, verify that the system comes up to the login screen and run Commonwealth agency-provided restore script(s) after login; and
  - (g) If non-imaged system, verify that OS boots. The Commonwealth agency will specify whether selected Offeror must remove all packing materials and boxes from the site within **one (1) week** after the installation has been completed.
- (ii) The selected Offeror and the Commonwealth agency will develop a schedule to deliver equipment at the employees' desks or other location specified by the Commonwealth agency.

**Offeror Response**

### **Installation Services (PC and (1) Monitor or Laptop, Docking Station and (1) Monitor)**

- Have orders shipped to, and received at, a local warehouse (Central PA), not the Commonwealth's site(s).
- Provide update to Project Manager (PM) and customer of the arrival of the orders and any issues
- Store systems up to 30 days
- Verify orders are complete
- Provide packing slips to the Commonwealth
- Report and replace any damaged systems to HP
- Delivery of systems to the Commonwealth's site(s)
  - Includes inside just-in-time delivery of full or partial orders to avoid space and security issues at the Commonwealth's site(s)
  - The delivery person will provide a Chain-of-Custody document to the Commonwealth for signature
- Provide resource plan of team size and members of the team
- Install team will arrive at the same time the systems arrive
- Unbox and prepare new systems for installation
- Transport new system to end-user's desk
- Power down old system, and place beside end-user's desk
- Set up new system at end-user's desk
- Organize cables
- Connect all peripherals, as necessary
- Follow Commonwealth-provided installation instructions to connect the system to the Commonwealth's network
- Record all information for the Project Inventory Report
- Remove all trash and packing materials from the Commonwealth's site
- Obtain signoff from the site contact indicating that the service is complete

In addition to the optional services above, HP would like to include the following at an additional cost that would be provided upon award and as approved by the Commonwealth's Procurement Office:

- Installation of 2 or more, priced per monitor
- Large format monitors 32" and 43" monitor price per monitor
- Manage logistics
- Warehousing past 45 days
- Monitor accessory install (mounting brackets and monitor stands)
- Hourly Technical Assistance

- (2) Image Development. The selected Offeror must, at a minimum, work with the Commonwealth agency to develop the image format to be specified in a SOW to prepare for Image Deployment.

### **Offeror Response**

RTI will work with the Commonwealth to develop the image format which will be specified in the agreed SOW.

(3) Image Deployment (Onsite & Offsite).

- (i) The selected Offeror must, at a minimum:
  - (a) Deploy the image(s) specified by the Commonwealth agency on each computing device;
  - (b) If a Commonwealth agency requires images, the selected Offeror must accept and store the images provided; and
  - (c) Certify the images for use with the proposed hardware and provide test unit to Commonwealth agency for final verification.
- (ii) The format of the delivered image will be specified in the SOW.
- (iii) As part of the SOW, the Commonwealth agency will specify if the service will be performed onsite or offsite.

**Offeror Response**

**Image Deployment for Offsite**

- RTI to provide offsite image deployment

**Image Deployment for Onsite**

Image deployment is completed at a site other than the customer's site.

- The Commonwealth provides ISP with a completed image
- The Commonwealth completes any documentation need by the ISP too test image
- ISP tests the image via their internal process
- ISP ships a "Proof of Concept" machine to the Commonwealth for testing and validation
- The Commonwealth approves the image for bulk production

(4) Asset Tagging (Onsite & Offsite).

- (i) The selected Offeror must, at a minimum:
  - (a) Affix an Identification Tag Number and Commonwealth agency inventory asset tag to all new equipment procured;
  - (b) Ensure that the Identification Tag Number is readable from WMI (Windows Management Instrumentation), if applicable.

- (c) Ensure that each Identification Tag is located such that it is easily accessible and readable by the user. Identification Numbers will be used as a reference for Help Desk calls;
  - (d) Provide identification numbers, serial numbers, Commonwealth agency inventory asset tag numbers, and associated equipment identification information for all installations at a site when requested by the Commonwealth in an electronic format, which can be incorporated into existing Equipment databases. The Commonwealth agency will provide database formats to be used by the selected Offeror.
- (ii) As part of the SOW, the Commonwealth agency will specify if the service will be performed onsite or offsite.

### ***Offeror Response***

#### **Asset Tagging**

Asset tagging is completed at a site other than the Commonwealth's site

- The Commonwealth works with Installation Service Provider (ISP) to create a custom tag location where tag should be applied
- The Commonwealth completes any documentation needed by the Asset Tagging Team to create asset tag
- ISP creates an asset tag template and sends to the Commonwealth for review
- The Commonwealth approves the asset tag for bulk production

- (5) Bundle—Installation, Image Deployment and Asset Tagging.

### ***Offeror Response***

#### **Bundled Services**

The bundled suite of services described below includes the following:

- Installation Services
- Image Deployment
- Asset Tagging

This overall service bundle has proven to be the most cost-effective service delivery offered to the Commonwealth and is used for most projects throughout all of the Commonwealth's Delivery Centers.

- (6) Data Transfer.

- (i) The selected Offeror must, at a minimum:
  - (a) Copy all local Outlook folders;

- (b) Copy all specified data onto the new, pre-imaged system;
  - (c) Copy all local outlook folders;
  - (d) Disconnect all systems and
  - (e) Not retain any data associated with the data transfer.
- (ii) The selected Offeror may transfer data using the Commonwealth's network, a crossover cable or Commonwealth-owned and provided external hard drive.

### ***Offeror Response***

#### **10GB Data Transfer**

Installation team members utilize a customer-provided tool to transfer the data from the old system to the new system.

The Commonwealth will provide an automated process with instructions, which allows the installation team to move the data from the existing systems to a temporary storage location and then transfer the data back to the new systems.

- (7) On-Premise Disk Wipe. The selected Offeror must, at a minimum:
- (i) Uninstall the equipment from the Commonwealth agency at the scheduled time;
  - (ii) Arrive at the Commonwealth-designated location at the scheduled time; and
  - (iii) Cleanse the device in the equipment as detailed in Commonwealth ITP SEC015, Data Cleansing Policy, [https://www.oa.pa.gov/Policies/Documents/itp\\_sec015.pdf](https://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf), at its current location and provide proof of the disk wipe to the Commonwealth agency.

### ***Offeror Response***

#### **On-premise Disk Wipe**

While onsite, the ISP will utilize DOD-approved disk wipe software to perform the disk wipes.

- Disk wipe logs are provided to the Commonwealth for each system
  - If disk wipe fails more than once on a system, the hard drive is removed, which is noted on the Asset Report
  - All hard drives removed can be retained by the Commonwealth or delivered to DGS

- (8) Off-Premise Disk Wipe. The selected Offeror must, at a minimum:
- (i) Uninstall, pack, and pick up the equipment from the Commonwealth agency at the scheduled time;
  - (ii) Cleanse the device as detailed in Commonwealth ITP SEC015, Data Cleansing Policy, [https://www.oa.pa.gov/Policies/Documents/itp\\_sec015.pdf](https://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf), at a location approved by the Commonwealth and provide proof of the disk wipe to the Commonwealth agency; and
  - (iii) Return the equipment at the time and location specified by the Commonwealth agency.

### ***Offeror Response***

#### **Off-premise Disk Wipe**

Once systems have been removed from the site and returned to the ISP warehouse, the ISP will utilize DOD-approved disk wipe software to perform the disk wipes.

- Disk wipe logs are provided to the Commonwealth for each system
  - If disk wipe fails more than once on a system, the hard drive is removed, which is noted on the Asset Report
  - All hard drives removed can be retained by the Commonwealth or delivered to DGS

- (9) Preparation for Shipment. The selected Offeror must, at a minimum:
- (i) Verify the functionality and condition of the equipment with the agency.
  - (ii) Disconnect existing PC and peripheral equipment, and remove it from the desk area.
  - (iii) Fully prepare and pack the equipment ready for delivery and shipment. This includes, but is not limited to, securely boxing and palletizing (if necessary) of the devices.

### ***Offeror Response***

#### **Preparation for Shipment**

- Move old systems from end user's desk to a single storage location within the building during the deployment process
- Organize the equipment in preparation for removal from site
- Record all information for the Project Inventory Report

- (10) Relocation within 25 Miles. The selected Offeror must, at a minimum, provide the following services for the price indicated in **Appendix C, Cost Submittal**:
- (i) Provide relocation of equipment within the same building or within a 25-mile radius;
  - (ii) Verify the functionality and condition of the equipment with the agency.
  - (iii) Unpack and reinstall equipment at the new location designated by the Commonwealth agency.
  - (iv) Damages resulting from the transfer of equipment during relocation are not the responsibility of the Commonwealth.

### **Offeror Response**

#### **Relocation Within 25 miles**

This service is for moving systems and peripherals only and does not include overnight storage.

- Power down and de-install systems
- Box up all keyboards, mice, cables, etc., and mark to identify the user
- Move quoted items to the new location (The Commonwealth should mark the location for the user destination on each cubicle)
- Install the system and peripherals and power up to verify operability

- (11) Relocation Outside 25 Miles. The selected Offeror must, at a minimum, provide the following services for the price indicated in **Appendix C, Cost Submittal**:
- (i) Provide relocation of equipment beyond a 25-mile radius.
  - (ii) Verify the functionality and condition of the equipment with the agency.
  - (iii) Unpack and reinstall equipment at the new location designated by the Commonwealth agency.
  - (iv) Damages resulting from the transfer of equipment during relocation are not the responsibility of the Commonwealth.



## ***Offeror Response***

### **Relocation Outside 25 miles**

This service is for moving systems and peripherals only and does not include overnight storage.

- Power down and de-install systems
- Box up all keyboards, mice, cables, etc., and mark to identify the user
- Move quoted items to the new location (The Commonwealth should mark the location for the user destination on each cubicle)
- Install the system and peripherals and power up to verify operability
- Remove all packing materials
- Obtain the Commonwealth's signoff that the relocation is complete

**VI. Reports and Project Control.** The selected Offeror shall create, maintain, and execute the following plans, reports, and supporting documentation in a format agreed to by the Commonwealth.

**A. Quarterly Report.** The selected Offeror must utilize **Appendix G, Quarterly Report Template**, which includes, at a minimum, the following:

- (1) Sales report, which includes, at a minimum:
  - (i) Agency Information: Identifying information specific to the requesting Commonwealth agency.
  - (ii) Maintenance/Services Information: Detailed description of the maintenance/services being performed.
  - (iii) Product and Hardware Information: Detailed information about the product purchased, including the manufacturer; product description/base configuration details; manufacturer part number; any additional upgrades purchased; and quantity.
  - (iv) Order Information and Invoice Information: Detailed breakout of the total price of the order. This includes the quantity provided; base configuration cost; and cost and quantity of any upgrades purchased. Include the appropriate item cost or list price and associated markup or discount.
  - (v) Invoice Information: Invoice information for the associated order.
- (2) Problem and response report, which includes, at a minimum:
  - (i) Agency Information;
  - (ii) Equipment Information;

- (iii) Maintenance/Services Information; and
  - (iv) Problem/Response Information.
- (3) Outstanding issues summary report, which includes, at a minimum: Agency Information; and Outstanding Issue Summary.
- (4) Quarterly summary report—to be delivered in person at Quarterly Business Reviews (QBRs)—of quarterly contract activities; achievements; challenges; and the selected Offeror’s recommendations for the Commonwealth.
- (5) Detailed SLA metric report—The selected Offeror will be responsible for tracking and quarterly reporting on the SLA metrics listed in **Appendix D, Service Level Agreements**. The format of the report must be approved by the Commonwealth before ordering can commence.

### **Offeror Response**

HP acknowledges and will provide the information required for the quarterly report, as done today, utilizing the format in Appendix G, Quarterly Reporting Template. The quarterly reports will include all required data including the SLA metrics in a Commonwealth-approved format.

#### **Quarterly Business Reviews**

Selling the proposed products and services and getting the Commonwealth up and running are just the first steps in developing a long-term relationship. Ongoing account management keeps HP in close contact, making sure your goals and needs are met. Our account management services include the following:

- Providing a long-term central point of contact for the Commonwealth
- Facilitating seamless problem resolution
- Evaluating product and service outcomes against strategic goals
- Obtaining customer satisfaction data at regular intervals
- Identifying opportunities for additional product and service offerings to enhance customer outcomes and Return on Investment (ROI)
- Gathering customer input on product and service enhancements
- Detecting trends in customer experience that may require operational changes within HP
- Coordinating the Commonwealth’s participation in user groups

The HP account management team is committed to building and fostering this strategic partnership with the Commonwealth by maintaining customer satisfaction, resolving problems quickly, and identifying opportunities to integrate additional solutions to maximize the Commonwealth’s ROI. HP will participate in Quarterly Business Reviews to communicate overall contract performance, to

review contract metrics and progress on any initiatives aligned to contract objectives.

The HP Account Team will hold regular update sessions with the Commonwealth's Delivery Centers and key technical personnel at least once a quarter or with greater frequency as new technology releases or issues arise. These meetings are designed to inform all parties of the status of the relationship, to advise on any project work planned or in progress, and to draw attention to any technical or other issues that have occurred or could occur in the future.

In addition, Technical Consultants provide roadmaps for HP future technologies. These briefings can be incorporated into regular meetings with the Commonwealth or held separately if a different audience is required. All personnel present at the briefings who are not employed by HP will be required to sign an NDA form binding them to nondisclosure.

## **B. Standard Configuration Reviews.**

- (1) The standard configurations as defined in **Appendix C, Cost Submittal Template**, will be reviewed by the Commonwealth at least annually and any required updates will be made at that time via the change notice process as defined in **CONTRACT-35.1b Changes (Oct 2013) of Appendix A, Contract Terms and Conditions**. These updates to the standard configurations are to provide the Commonwealth access to the latest in related computer-based technologies.
- (2) If the selected Offeror or the associated OEM discontinues a product, then it must be replaced with a product of equal or better specifications for the originally contracted price.

### **Offeror Response**

HP has read and acknowledged.

- VII. Objections and Additions to Standard Contract Terms and Conditions.** Offeror(s) shall identify which, if any, of the contract terms and conditions and service level agreements contained in the Buyer Attachments section that it would like to negotiate and what additional terms and conditions the Offeror would like to add to the contract terms and conditions and service level agreements. The Offeror's failure to make a submission will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions and service level agreements. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for this RFP. All terms and conditions must appear in one

integrated contract. The Issuing Office will not accept references to the Offeror's, or any other, online guides or online terms and conditions contained in any proposal. Offeror(s) shall submit red-lined copies of **Appendix A, Contract Terms and Conditions** and **Appendix D, Service Level Agreements**.

Regardless of any objections set out in its proposal, Offeror(s) must submit its proposal, including the cost proposal, **Appendix C, Cost Submittal**, on the basis of the terms and conditions set out in the Terms and Conditions contained in the Buyer Attachment section. The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in the Terms and Conditions contained in the Buyer Attachment section or to other provisions of the RFP.

### ***Offeror Response***

HP has read and acknowledges, and submits its proposal with limited edits and suggestions to Appendix A, Standard Contract Terms and Conditions and Appendix D, Service Level Requirements. Appendix E may be applicable depending upon the selected service/products from the catalog in **Attachment 4**, however that would be determined upon contract award. Please refer to the **HP Response to Appendix A – Standard Contract Terms and Conditions** file and the **HP Response to Appendix D – Service Level Requirements** file for HP's edits and suggestions.



## APPENDIX B

	<p>Telephone: 858 534 4055                      E-mail: seano@ucsd.edu Relation/Role to Project: Manger of team evaluation/purchasing the equipment.</p> <p>Name: Daniel Kovacs                              Title: Systems Administrator Department: IT Services Full Address: 9500 Gilman Drive 0110, La Jolla, CA 92093-0525 Telephone: 858 534 9509                      E-mail: dkovacs@ucsd.edu Relation/Role to Project: Senior Windows Systems Administrator providing necessary specifications, evaluating the equipment, and deploying software to the machines once onsite.</p>
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## APPENDIX B

### PROJECT REFERENCES

<b>Name of Client &amp; Project Title</b>	Commonwealth of MASS DOT	
<b>Contract Value</b>	Approximately \$250,000	
<b>Nature and Scope of Project:</b>	Commonwealth of Massachusetts has named HP as their standard PC device across their 40K end users. Their Department of Transportation uses a mixture of Prodesk, Probook and Z workstations to accomplish its goals.	
<b>Project Duration:</b>	<b>Start Date Year:</b> 2018	<b>End Date Year:</b> On-going
<b>Nature of the Client:</b>	HP Workstations work to help monitor and record traffic flows throughout the Commonwealth of Massachusetts and the DOT and uses workstations in their core daily business functions.	
<b>Nature of Client Audience:</b>	These computers are being used by the engineering teams that work for the Commonwealth of MASS DOT who oversees roads, public transit, aeronautics and transportation across the state.	
<b>Number of Users:</b>	Commonwealth of Massachusetts supports 40k end users	
<b># &amp; Composition of Vendor Employees &amp; Consultants Assigned:</b>	Vendor Project Manager/Key Consultant on Project Team: We work closely with Jasmine Tulles and Francis Howe who have done an excellent job supporting us every step of the way. Their in-depth knowledge and understanding of our needs and HP's solutions has been invaluable. In addition, they secured great pricing for MASS DOT and HP's technical support team has been excellent too.	
<b>Client Contact Information:</b>	<p>Provide the name, title, address and telephone number of at least two references or contact persons that the Commonwealth can contact to inquire about the vendor's performance, and indicate the role these individuals had in relation to the assignment or project. The references/contact persons should be individuals who were key stakeholders or project leaders and who can validate the vendor's role and responsibilities and who can comment on the quality of the vendor's performance. <b>2 contacts required.</b></p> <p><b>Reference Contacts:</b>  Name: Mark Battaglia                      Title: Systems Administrator/Project Leader  Department: ITS Division Mass DOT  Full Address: 185 Kneeland St, 8th Fl Boston, MA 02111  Telephone: (857) 368-6471; Cell (617) 872-8273  E-mail: <a href="mailto:mark.battaglia@state.ma.us">mark.battaglia@state.ma.us</a>  Relation/Role to Project: Systems Administrator/Project Leader</p> <p>Name: Jerry Perrone      Title: IT Hardware Vendor &amp; Inventory Manager  Department: ITS Division MassDOT  Full Address: 200 Arlington Street, Chelsea, MA 02150  Telephone: (617) 660-4464      E-mail: <a href="mailto:jerry.perrone@state.ma.us">jerry.perrone@state.ma.us</a>  Relation/Role to Project: IT Hardware Vendor &amp; Inventory Manager</p>	





## Appendix A, CONTRACT TERMS AND CONDITIONS

### V.1. CONTRACT-001.1a Contract Terms and Conditions (Nov 30 2006)

The Contract with the selected offeror (who shall become the “Contractor”) shall include the following terms and conditions:

### V.2. CONTRACT-003.1b Signatures – Contract (July 2015)

The Contract shall not be a legally binding contract until the fully-executed Contract has been sent to the Contractor. No Commonwealth employee has the authority to verbally direct the commencement of any work or delivery of any supply under this Contract prior to the Effective Date. The Contractor hereby waives any claim or cause of action for any service or work performed prior to the Effective Date.

The Contract may be signed in counterparts. The Contractor shall sign the Contract and return it to the Commonwealth. After the Contract is signed by the Contractor and returned to the Commonwealth, it will be processed for Commonwealth signatures and approvals. When the Contract has been signed and approved by the Commonwealth as required by Commonwealth contracting procedures, the Commonwealth shall create a Contract output form which shall: 1) clearly indicate “Fully executed” at the top of the form; 2) include a printed Effective Date and 3) include the printed name of the Purchasing Agent indicating that the document has been electronically signed and approved by the Commonwealth. Until the Contractor receives the Contract output form with this information on the Contract output form, there is no legally binding contract between the parties.

The fully-executed Contract may be sent to the Contractor electronically or through facsimile equipment. The electronic transmission of the Contract shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Contract shall constitute receipt of the fully-executed Contract.

The Commonwealth and the Contractor specifically agree as follows:

- (a) No handwritten signature shall be required in order for the Contract to be legally enforceable.
- (b) The parties agree that no writing shall be required in order to make the Contract legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine Contract or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine Contract or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of a genuine Contract or acknowledgements under either the business records exception to the hearsay rule

## Appendix A, CONTRACT TERMS AND CONDITIONS

or the best evidence rule on the basis that the Contract or acknowledgement were not in writing or signed by the parties. A Contract or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.

- (c) Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

### V.3. CONTRACT-004.1b Definitions – IT (Oct 2013)

As used in this Contract, these words shall have the following meanings:

- (a) Agency. The department, board, commission or other agency of the Commonwealth of Pennsylvania listed as the Purchasing Agency. If a COSTARS entity or external procurement activity has issued an order against this contract, that entity shall also be identified as “Agency.”
- (b) Contracting Officer. The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.
- (c) Days. Unless specifically indicated otherwise, days mean calendar days.
- (d) Developed Works or Developed Materials. Except for Contractor’s internal communications relating to Services of this Contract that are not delivered to the Commonwealth, all documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other literary works, works of authorship, or tangible material authored or prepared by Contractor in carrying out the obligations and services under this Contract, without limitation. The terms are used herein interchangeably.
- (e) Documentation. A term used to refer to all materials required to support and convey information about the services required by this Contract. It includes, but is not necessarily restricted to, written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.
- (f) Services. All Contractor activity necessary to satisfy the Contract.

### V.4. CONTRACT-005.1b Agency Purchase Orders (July 2015)

The Agency may issue Purchase Orders against the Contract. These orders constitute the Contractor’s authority to make delivery. All Purchase Orders received by the Contractor up to and including the expiration date of the Contract are acceptable and must be performed in

## Appendix A, CONTRACT TERMS AND CONDITIONS

accordance with the Contract. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in the Contract.

Purchase Orders may be electronically signed by the Agency. The electronically-printed name of the purchaser represents the signature of that individual who has the authority, on behalf of the Commonwealth, to authorize the Contractor to proceed.

Purchase Orders may be issued electronically or through facsimile equipment. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Purchase Order shall constitute receipt of an order. Orders received by the Contractor after 4 p.m. will be considered received the following business day.

The Commonwealth and the Contractor specifically agree as follows:

- (a) No handwritten signature shall be required in order for the Contract or Purchase Order to be legally enforceable.
- (b) The parties agree that no writing shall be required in order to make the Purchase Order legally binding. The parties hereby agree not to contest the validity or enforceability of a Purchase Order or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any Purchase Order or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Purchase Orders or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Purchase Order or acknowledgement were not in writing or signed by the parties. A Purchase Order or acknowledgement shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.
- (c) Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

Purchase Orders under ten thousand dollars (\$10,000) in total amount may also be made in person or by telephone using a Commonwealth Purchasing Card. When an order is placed by telephone, the Commonwealth agency shall provide the agency name, employee name, credit card number, and expiration date of the card. Contractors agree to accept payment through the use of the Commonwealth Purchasing Card.

### V.5. CONTRACT-006.1 Independent Prime Contractor (Oct 2006)

## **Appendix A, CONTRACT TERMS AND CONDITIONS**

In performing its obligations under the Contract, the Contractor will act as an independent contractor and not as an employee or agent of the Commonwealth. The Contractor will be responsible for all services in this Contract whether or not the Contractor provides them directly. Further, the Contractor is the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

### **V.6. CONTRACT-007.01a Supplies Delivery (Nov 30 2006)**

All item(s) shall be delivered F.O.B. Destination. The Contractor agrees to bear the risk of loss, injury, or destruction of the item(s) ordered prior to receipt of the items by the Commonwealth. Such loss, injury, or destruction shall not release the Contractor from any contractual obligations. Except as otherwise provided in this contract, all item(s) must be delivered within the time period specified. Time is of the essence and, in addition to any other remedies, the Contract is subject to termination for failure to deliver as specified. Unless otherwise stated in this Contract, delivery must be made within **thirty (30) days** after the Effective Date.

### **V.7. CONTRACT-007.01b Delivery of Services (Nov 30 2006)**

The Contractor shall proceed with all due diligence in the performance of the services with qualified personnel, in accordance with the completion criteria set forth in the Contract.

### **V.8. CONTRACT-007.02 Estimated Quantities (Nov 30 2006)**

It shall be understood and agreed that any quantities listed in the Contract are estimated only and may be increased or decreased in accordance with the actual requirements of the Commonwealth and that the Commonwealth in accepting any bid or portion thereof, contracts only and agrees to purchase only the materials and services in such quantities as represent the actual requirements of the Commonwealth. The Commonwealth reserves the right to purchase materials and services covered under the Contract through a separate competitive procurement procedure, whenever Commonwealth deems it to be in its best interest.

### **V.9. CONTRACT-007.3 Prior Notice (Oct 2006)**

The Contractor is required to notify the Commonwealth Delivery Location when shipment is to be made in order that a Commonwealth representative may be present to receive the Contract Item(s) when they are delivered.

### **V.10. CONTRACT-007.11 Pallets (Oct 2006)**

All materials delivered under this Contract must be delivered on non-returnable wooden pallets so that they can be unloaded using a forklift. The total height of the palletted materials (including the height of the pallet) must not exceed 52 inches. Each carton in the pallet must have the commodity code and purchase order number on the outside of the carton. A packing slip must accompany each shipment.

### **V.11. CONTRACT-008.1a Warranties (Oct 2006)**

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The Contractor warrants that all items furnished and all services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials. Unless otherwise stated in the Contract, all items are warranted for a period of one year following delivery by the Contractor and acceptance by the Commonwealth. The Contractor shall repair, replace or otherwise correct any problem with the delivered item. When an item is replaced, it shall be replaced with an item of equivalent or superior quality without any additional cost to the Commonwealth.

### V.12. CONTRACT-009.1a Patent, Copyright, Trademark, and Trade Secret Protection (Oct 2013)

- (a) The Contractor shall hold the Commonwealth harmless from any suit or proceeding which may be brought by a third party against the Commonwealth, its departments, officers or employees for the alleged infringement of any United States or foreign patents, copyrights, or trademarks, or for a misappropriation of trade secrets arising out of performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by the Contractor, and in any such suit or proceeding will satisfy any final award for such infringement, including costs. The Commonwealth agrees to give Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act 71 P.S. Section 732-101, et seq., the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under the terms it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits. No settlement which prevents the Commonwealth from continuing to use the Developed Materials as provided herein shall be made without the Commonwealth's prior written consent. In all events, the Commonwealth shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing. It is expressly agreed by the Contractor that, in the event it requests that the Commonwealth to provide support to the Contractor in defending any such claim, the Contractor shall reimburse the Commonwealth for all expenses (including attorneys' fees, if such are made necessary by the Contractor's request) incurred by the Commonwealth for such support. If OAG does not delegate the defense of the matter, the Contractor's obligation to indemnify ceases. The Contractor will, at its expense, provide whatever cooperation OAG requests in the defense of the suit.
- (b) The Contractor agrees to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Contractor certifies that, in all respects applicable to this Contract, it has exercised and will continue to exercise due diligence to ensure that all works produced under this Contract do not infringe on the patents, copyrights, trademarks, trade secrets or other proprietary interests of any kind which may be held by third parties. ~~The Contractor also-~~

## Appendix A, CONTRACT TERMS AND CONDITIONS

~~agrees to certify that work produced for the Commonwealth under this contract shall be free and clear from all claims of any nature.~~

- (c) If the defense of the suit is delegated to the Contractor, the Contractor shall pay all damages and costs awarded therein against the Commonwealth. If information and assistance are furnished by the Commonwealth at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization.
- (d) If, in the Contractor's opinion, the products, materials, reports, studies, or computer programs furnished hereunder are likely to or do become subject to a claim of infringement of a United States patent, copyright, or trademark, or for a misappropriation of trade secret, then without diminishing the Contractor's obligation to satisfy any final award, the Contractor may, at its option and expense, substitute functional equivalents for the alleged infringing products, materials, reports, studies, or computer programs or, at the Contractor's option and expense, obtain the rights for the Commonwealth to continue the use of such products, materials, reports, studies, or computer programs.
- (e) If any of the products, materials, reports, studies, or computer programs provided by the Contractor are in such suit or proceeding held to constitute infringement and the use or publication thereof is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to publish or continue use of such infringing products, materials, reports, studies, or computer programs, replace them with non-infringing items, or modify them so that they are no longer infringing.
- (f) If the Contractor is unable to do any of the preceding, the Contractor agrees to pay the Commonwealth:
  - (i) any amounts paid by the Commonwealth less a reasonable amount based on the acceptance and use of the deliverable;
  - (ii) any license fee less an amount for the period of usage of any software; and
  - (iii) the prorated portion of any service fees representing the time remaining in any period of service for which payment was made
- (g) The obligations of the Contractor under this Section continue without time limit and survive the termination of this contract.
- (h) Notwithstanding the above, the Contractor will have no obligation for:
  - (i) modification of any product, service, or deliverable provided by the Commonwealth;

## Appendix A, CONTRACT TERMS AND CONDITIONS

- (ii) any material provided by the Commonwealth to the Contractor and incorporated into, or used to prepare, a service, product or deliverable;
  - (iii) use of product, service or deliverable in other than its specified operating environment;
  - (iv) the combination, operation, or use of the product, service, or deliverable with other products, services, or deliverables not provided by the Contractor as a system or combination, operation, or use of the product service, or deliverable, with any products, data, or apparatus that the Contractor did not provide;
  - (v) infringement of a non-Contractor product alone;
  - (vi) the Commonwealth's distribution, marketing or use beyond the scope contemplated by the Contract, or
  - (vii) the Commonwealth's failure to use corrections or enhancements made available to the Commonwealth by the Contractor at no charge.
- (i) The obligation to indemnify the Commonwealth, under the terms of this Section, shall be the Contractor's sole and exclusive obligation for the infringement or misappropriation of intellectual property.

### V.13. CONTRACT-010.1a Acceptance (Oct 2006)

No item(s) received by the Commonwealth shall be deemed accepted until the Commonwealth has had a reasonable opportunity to inspect the item(s). Any item(s) which is discovered to be defective or fails to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the item(s) or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection. It shall thereupon become the duty of the Contractor to remove rejected item(s) from the premises without expense to the Commonwealth within **fifteen (15) days** after notification. Rejected item(s) left longer than **thirty (30) fifteen (15) days** will be regarded as abandoned, and the Commonwealth shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale which represents the Commonwealth's costs and expenses in regard to the storage and sale of the item(s). Upon notice of rejection, the Contractor shall immediately replace all such rejected item(s) with others conforming to the specifications and which are not defective. If the Contractor fails, neglects or refuses to do so, the Commonwealth shall then have the right to procure a corresponding quantity of such item(s), and deduct from any monies due or that may thereafter become due to the Contractor, the difference between the price stated in the Contract and the cost thereof to the Commonwealth **as termination damages**.

### V.14. CONTRACT-010.3 Rejected Material Not Considered Abandoned (Oct 2013)

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The Commonwealth shall have the right to not regard any rejected material as abandoned and to demand that the Contractor remove the rejected material from the premises within **thirty (30) days** of notification. The Contractor shall be responsible for removal of the rejected material as well as proper clean-up. If the Contractor fails or refuses to remove the rejected material as demanded by the Commonwealth, the Commonwealth may seek payment from, or set-off from any payments due to the Contractor under this or any other Contract with the Commonwealth, the costs of removal and clean-up. This is in addition to all other rights to recover costs incurred by the Commonwealth.

### **V.15. CONTRACT-011.1a Compliance with Law (Oct 2006)**

The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the Contract.

### **V.16. CONTRACT-012.1 Contract Scope (Oct 2013)**

If the Contractor must perform work at a Commonwealth facility outside of the daily operational hours set forth by the Commonwealth, it must make arrangements with the Commonwealth to assure access to the facility and equipment. No additional payment will be made on the basis of lack of access, unless the Commonwealth fails to provide access as set out in the Contract.

Except as set out in this Contract, the Contractor shall not offer for sale or provide Commonwealth agencies with any hardware or software (i.e., personal computers, file servers, laptops, personal computer packaged software, etc.). Contractor may recommend the use of tools such as hardware and software, without requiring agencies to purchase those tools. Software tools that are NOT on statewide contract will be acquired through separately procured purchase agreements, and the Contractor shall not be considered for award of such agreements if it has recommended their use.

Contractor shall comply with the IT standards and policies issued by the Governor's Office of Administration, Office for Information Technology (OA/OIT) (located at: <https://www.oa.pa.gov/Policies/Pages/itp.aspx> including the accessibility standards set out in IT Policy **ACC001, IT Accessibility Policy**). The Contractor shall ensure that Services procured under this Contract comply with the applicable standards. In the event such standards change during Contractor's performance, and the Commonwealth requests that Contractor comply with the changed standard, then any incremental costs incurred by Contractor to comply with such changes shall be paid for pursuant to a change order to the Contract.

### **V.17. CONTRACT-013.1 Environmental Provisions (Oct 2006)**

In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including, but not limited to: the Clean Streams Law Act of June 22, 1937 (P.L. 1987, No. 394), as amended 35 P.S. Section 691.601 et seq.; the Pennsylvania Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. Section 6018.101 et seq.; and the Dam Safety and Encroachment Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended, 32 P.S. Section 693.1.



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### V.18. CONTRACT-014.1 Post-Consumer Recycled Content (June 2016)

Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Contract must meet the minimum percentage levels for total recycled content as specified by the Environmental Protection Agency in its Comprehensive Procurement Guidelines, which can be found at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

### V.19. CONTRACT-014.3 Recycled Content Enforcement (Feb 2009)

The Contractor may be required, after delivery of the Contract item(s), to provide the Commonwealth with documentary evidence that the item(s) was in fact produced with the required minimum percentage of post-consumer and recovered material content.

### V.20. CONTRACT-015.1A Compensation/Expenses (May 2008)

The Contractor shall be required to perform the specified services at the price(s) quoted in the Contract. All services shall be performed within the time period(s) specified in the Contract. The Contractor shall be compensated only for work performed to the satisfaction of the Commonwealth. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract.

### V.21. CONTRACT-015.2 Billing Requirements (February 2012)

Unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing, the Contractor shall include in all of its invoices the following minimum information:

- Vendor name and "Remit to" address, including SAP Vendor number;
- Bank routing information, if ACH;
- SAP Purchase Order number;
- Delivery Address, including name of Commonwealth agency;
- Description of the supplies/services delivered in accordance with SAP Purchase Order (include purchase order line number if possible);
- Quantity provided;
- Unit price;
- Price extension;
- Total price; and
- Delivery date of supplies or services.

If an invoice does not contain the minimum information set forth in this section, the Commonwealth may return the invoice as improper. If the Commonwealth returns an invoice as improper, the time for processing a payment will be suspended until the Commonwealth receives a correct invoice. The Contractor may not receive payment until the Commonwealth has received a correct invoice.

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Contractors are required to establish separate billing accounts with each using agency and invoice them directly. Each invoice shall be itemized with adequate detail and match the line item on the Purchase Order. In no instance shall any payment be made for services to the Contractor that are not in accordance with the prices on the Purchase Order, the Contract, updated price lists or any discounts negotiated by the purchasing agency.

### V.22. CONTRACT-016.1 Payment (Oct 2006)

The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Contract; (b) **thirty (30) days** after a proper invoice actually is received at the “Bill To” address if a date on which payment is due is not specified in the Contract (a “proper” invoice is not received until the Commonwealth accepts the service as satisfactorily performed); or (c) the payment date specified on the invoice if later than the dates established by and (b) above. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within **fifteen (15) days** after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with [Act No. 266 of 1982](#) and [regulations](#) promulgated pursuant thereto. Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications. The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.

The Commonwealth shall have the option of using the Commonwealth purchasing card to make purchases under the Contract or Purchase Order. The Commonwealth’s purchasing card is similar to a credit card in that there will be a small fee which the Contractor will be required to pay and the Contractor will receive payment directly from the card issuer rather than the Commonwealth. Any and all fees related to this type of payment are the responsibility of the Contractor. In no case will the Commonwealth allow increases in prices to offset credit card fees paid by the Contractor or any other charges incurred by the Contractor, unless specifically stated in the terms of the Contract or Purchase Order.

### V.23. CONTRACT-016.2 – Electronic Funds Transfer (February 2014)

- (a) The Commonwealth will make contract payments through the Automated Clearing House (ACH). Within **10 days** of award of the contract or purchase order, the contractor must submit or must have already submitted their ACH information within their user profile in the Commonwealth’s procurement system (SRM).
- (b) The contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of

## **Appendix A, CONTRACT TERMS AND CONDITIONS**

Pennsylvania's ACH remittance advice to enable the contractor to properly apply the state agency's payment to the invoice submitted.

- (c) It is the responsibility of the contractor to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

### **V.24. CONTRACT-017.1 Taxes (Dec 5 2006)**

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 23-23740001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this section is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

### **V.25. CONTRACT-018.1 Assignment of Antitrust Claims (Oct 2006)**

The Contractor and the Commonwealth recognize that in actual economic practice, overcharges by the Contractor's suppliers resulting from violations of state or federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of the Contract, and intending to be legally bound, the Contractor assigns to the Commonwealth all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products and services which are the subject of this Contract.

### **V.26. CONTRACT-019.1 Hold Harmless Provision (Nov 30 2006)**

- (a) The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the [Commonwealth Attorneys Act](#) (71 P.S. Section 732-101, *et seq.*), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.

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- (b) Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

### V.27. CONTRACT-020.1 Audit Provisions (Oct 2006)

The Commonwealth shall have the right, at reasonable times, **no more than once per year** and at a site designated by the Commonwealth, to audit the books, documents and records of the Contractor to the extent that the books, documents and records relate to costs or pricing data for the Contract. The Contractor agrees to maintain records which will support the prices charged and costs incurred for the Contract. The Contract shall preserve books, documents and records that relate to costs or pricing data for the Contract for a period of **three (3) years** from the date of final payment. The Contractor shall give full and free access to all records to the Commonwealth and/or their authorized representatives.

### V.28. CONTRACT-020.2 Single Audit Clause (Dec 27, 2007)

In compliance with the *Single Audit Act of 1984*, the Contractor agrees to the following:

- (a) This Contract is subject to audit by federal and state agencies or their authorized representative in accordance with the auditing standards promulgated by the Comptroller General of the United States and specified in Government Auditing Standards, 1994 Revisions ([Yellow Book](#)).
- (b) The audit requirement of this Contract will be satisfied if a single audit is performed under the provisions of the [Single Audit Act of 1984](#), 31 U.S.C. Section 7501, *et seq.*, and all rules and regulations promulgated pursuant to the Act.
- (c) The Commonwealth reserves the right for federal and state agencies or their authorized representatives to perform additional audits of a financial/compliance, economy/efficiency, or program results nature, if deemed necessary.

The Contractor further agrees to comply with requirements that may be issued by the state agency upon receipt of additional guidance received from the federal government regarding the *Single Audit Act of 1984*.

### V.29. CONTRACT-021.1 Default (Oct 2013)

- (a) The Commonwealth may, subject to the Force Majeure provisions of this Contract, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the Termination Provisions of this Contract) the whole or any part of this Contract or any Purchase Order for any of the following reasons:

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- (i) Failure to begin work within the time specified in the Contract or Purchase Order or as otherwise specified;
- (ii) Failure to perform the work with sufficient labor, equipment, or material to ensure the completion of the specified work in accordance with the Contract or Purchase Order terms;
- (iii) Unsatisfactory performance of the work;
- (iv) Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;
- (v) Improper delivery;
- (vi) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;
- (vii) Delivery of a defective item;
- (viii) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
- (ix) Discontinuance of work without approval;
- (x) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
- (xi) Insolvency or bankruptcy;
- (xii) Assignment made for the benefit of creditors;
- (xiii) Failure or refusal within **10 days** after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
- (xiv) Failure to protect, to repair, or to make good any damage or injury to property;
- (xv) Breach of any provision of the Contract;
- (xvi) Failure to comply with representations made in the Contractor's bid/proposal; or
- (xvii) Failure to comply with applicable industry standards, customs, and practice.

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- (b) In the event that the Commonwealth terminates this Contract or any Purchase Order in whole or in part as provided in Subsection (a) above, the Commonwealth may procure, upon such terms and in such manner as it determines, items similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical items included within the terminated part of the Contract or Purchase Order **as termination damages.**
- (c) If the Contract or a Purchase Order is terminated as provided in Subsection (a) above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such partially completed items, including, where applicable, reports, working papers and other documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract or Purchase Order as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Contract price. Except as provided below, payment for partially completed items including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and Contracting Officer. The Commonwealth may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the Commonwealth against loss.
- (d) The rights and remedies of the Commonwealth provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- (e) The Commonwealth's failure to exercise any rights or remedies provided in this section shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.
- (f) Following exhaustion of the Contractor's administrative remedies as set forth in the Contract Controversies Provision of the Contract, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

### V.30. CONTRACT-022.1 Force Majeure (Oct 2006)

In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Contractor, may suspend all or a portion of the Contract or Purchase Order.

Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence

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of either party. Causes beyond a party's control may include, but aren't limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, delays in delivery due to industry-wide component shortages, and freight embargoes.

The Contractor shall notify the Commonwealth orally within **five (5) days** and in writing within **ten (10) days** of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the contract is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the Commonwealth may reasonably request. After receipt of such notification, the Commonwealth may elect to cancel the Contract, cancel the Purchase Order, or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Contractor, may suspend all or a portion of the Contract or Purchase Order.

### V.31. CONTRACT-023.1b Termination (Oct 2013)

(a) For Convenience

- (i) The Commonwealth may terminate this Contract without cause by giving Contractor **thirty (30) calendar days** prior written notice (Notice of Termination) whenever the Commonwealth shall determine that such termination is in the best interest of the Commonwealth (Termination for Convenience). Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance under this Contract is terminated either in whole or in part and the date on which such termination becomes effective.

In the event of termination hereunder, Contractor shall receive payment for the following:

- (1) all Services performed consistent with the terms of the Contract prior to the effective date of termination;
- (2) and all actual and reasonable costs incurred by Contractor as a result of the termination of the Contract.

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In no event shall the Contractor be paid for any loss of anticipated profit (by the Contractor or any Subcontractor), loss of use of money, or administrative or overhead costs.

Failure to agree on any termination costs shall be a dispute handled in accordance with CONTRACT CONTROVERSIES provision of this Contract.

- (ii) The Contractor shall cease Services as of the date set forth in the Notice of Termination, and shall be paid only for such Services as have already been satisfactorily rendered up to and including the termination date set forth in said notice, or as may be otherwise provided for in said Notice of Termination, and for such services performed during the **thirty (30) calendar day** notice period, if such services are requested by the Commonwealth, for the collection, assembling, and transmitting to the Commonwealth of at least all materials, manuals, magnetic media, studies, drawings, computations, maps, supplies, and survey notes including field books, which were obtained, prepared, or developed as part of the Services required under this Contract.
- (iii) The above shall not be deemed to limit the Commonwealth's right to terminate this Contract for any reason as permitted by the other provisions of this Contract, or under applicable law.

### (b) Non-Appropriation

Any payment obligation or portion thereof of the Commonwealth created by this Contract is conditioned upon the availability and appropriation of funds. **The Commonwealth will provide thirty days' notice.** When funds (state or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract. The Contractor shall be reimbursed in the same manner as that described in this section related to Termination for Convenience to the extent that appropriated funds are available.

### (c) Default

The Commonwealth may, in addition to its other rights under this Contract, terminate this Contract in whole or in part by providing written notice of default to the Contractor if the Contractor materially fails to perform its obligations under the Contract and does not cure such failure within **thirty (30) days** or, if a cure within such period is not practical, commence a good faith effort to cure such failure to perform within the specified period or such longer period as the Commonwealth may specify in the written notice specifying such failure, and diligently and continuously proceed to complete the cure. The Contracting



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Officer shall provide any notice of default or written cure notice for Contract terminations.

- (i) Subject to the LIMITATION OF LIABILITY provision of this Contract, in the event the Commonwealth terminates this Contract in whole or in part as provided in this Subsection, the Commonwealth may procure services similar to those so terminated, and the Contractor, ~~in addition to liability for any liquidated damages,~~ shall be liable to the Commonwealth for the difference between the Contract price for the terminated portion of the services and the actual and reasonable cost (but in no event greater than the fair market value) of producing substitute equivalent services for the terminated services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this section.
  - (ii) Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control of the Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, work stoppages, freight embargoes, acts of terrorism, and unusually severe weather. The Contractor shall notify the Contracting Officer promptly in writing of its inability to perform because of a cause beyond the control of the Contractor.
  - (iii) Nothing in this Subsection shall abridge the Commonwealth's right to suspend, debar, or take other administrative action against the Contractor.
  - (iv) If it is later determined that the Commonwealth erred in terminating the Contract for default, then the Contract shall be deemed to have been terminated for convenience under Subsection (a).
  - (v) If this Contract is terminated as provided by this Subsection (c), the Commonwealth may, in addition to any other rights provided in this Subsection, and subject to the OWNERSHIP RIGHTS provision of this Contract, require the Contractor to deliver to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such reports and other documentation as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract as has been terminated. Payment for such reports and documentation will be made consistent with the Contract.
- (d) The rights and remedies of the Commonwealth provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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- (e) The Commonwealth's failure to exercise any rights or remedies provided in this Section shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.
- (f) Following exhaustion of the Contractor's administrative remedies as set forth in the CONTRACT CONTROVERSIES provision of this Contract, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

### V.32. CONTRACT-024.1 Contract Controversies (Oct 2011)

- (a) In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within sixty (60) days thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program.
- (b) If the Contractor or the contracting officer requests mediation and the other party agrees, the contracting officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required **120 days** after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within **120 days** of the receipt of the claim, unless extended by consent of the contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting officer fails to issue a final determination within the **120 days** (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.
- (c) Within **fifteen (15) days** of the mailing date of the determination denying a claim or within **135 days** of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

### V.33. CONTRACT-025.1 Assignability and Subcontracting (Oct 2013)

## **Appendix A, CONTRACT TERMS AND CONDITIONS**

- (a) Subject to the terms and conditions of this section, this Contract shall be binding upon the parties and their respective successors and assigns.
- (b) The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- (c) The Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- (d) Notwithstanding the foregoing, the Contractor may, without the consent of the Contracting Officer, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Contracting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.
- (e) For the purposes of this Contract, the term “assign” shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.
- (f) Any assignment consented to by the Contracting Officer shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.
- (g) A change of name by the Contractor, following which the Contractor’s federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give the Contracting Officer written notice of any such change of name.

### **V.34. CONTRACT-026.1 Other Contractors (Oct 2006)**

The Commonwealth may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with other contractors and Commonwealth employees, and coordinate its work with such additional work as may be required. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees. This section shall be included in the Contracts of all contractors with which this Contractor will be required to cooperate. The Commonwealth shall equitably enforce this section as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

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### V.35. CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (August 2018)

The Contractor agrees:

- (a) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- (b) Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
- (c) Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
- (d) Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act or National Labor Relations Act, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- (e) The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
- (f) The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in

## Appendix A, CONTRACT TERMS AND CONDITIONS

violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.

- (g) The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers’ subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- (h) The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- (i) The Contractor’s and each subcontractor’s obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- (j) The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

### V.36. CONTRACT-028.1 Contractor Integrity Provisions (Jan 2015)

It is essential that those who seek to contract with the Commonwealth of Pennsylvania (“Commonwealth”) observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

- (a) DEFINITIONS. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

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- (i) “Affiliate” means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
  - (ii) “Consent” means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
  - (iii) “Contractor” means the individual or entity, that has entered into this contract with the Commonwealth.
  - (iv) “Contractor Related Parties” means any affiliates of the Contractor and the Contractor’s executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
  - (v) “Financial Interest” means either:
    - (1) Ownership of more than a five percent interest in any business; or
    - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
  - (vi) “Gratuity” means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor’s Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
  - (vii) “Non-bid Basis” means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- (b) In furtherance of this policy, Contractor agrees to the following:
- (i) Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

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- (ii) Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- (iii) Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- (iv) Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than the Contractor's submission of the contract signed by Contractor.
- (v) Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
  - (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
  - (3) had any business license or professional license suspended or revoked;
  - (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
  - (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency

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and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- (vi) Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).
- (vii) When contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- (viii) Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for



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investigations that do not result in the Contractor's suspension or debarment.

- (ix) Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- (x) For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation or otherwise.

### **V.37. CONTRACT-029.1 Contractor Responsibility Provisions (Nov 2010)**

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

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- (a) The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
- (b) The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- (c) The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- (d) The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- (e) The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- (f) The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <https://www.dgs.pa.gov> or contacting the:

Department of General Services  
Office of Chief Counsel  
603 North Office Building  
Harrisburg, PA 17125

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Telephone No: (717) 783-6472

FAX No: (717) 787-9138

### V.38. CONTRACT-030.1 Americans with Disabilities Act (Oct 2006)

- (a) Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. Section 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this contract, the Contractor agrees to comply with the “General Prohibitions Against Discrimination,” 28 C.F.R. Section 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
- (b) The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor’s failure to comply with the provisions of Subsection (a) above.

### V.39. CONTRACT-031.1 Hazardous Substances (April 2017)

The Contractor shall provide information to the Commonwealth about the identity and hazards of hazardous substances supplied or used by the Contractor in the performance of the Contract. The Contractor must comply with Act 159 of October 5, 1984, known as the “Worker and [Community Right to Know Act](#)” (the “Act”) and the regulations promulgated pursuant thereto at [34 Pa. Code Section 301.1 - 323.6](#).

- (a) Labeling. The Contractor shall ensure that each individual product (as well as the carton, container or package in which the product is shipped) of any of the following substances (as defined by the Act and the regulations) supplied by the Contractor is clearly labeled, tagged or marked with the information listed in paragraphs (i) through (iv):
  - (i) Hazardous substances:
    - (1) The chemical name or common name,
    - (2) A hazard warning, and
    - (3) The name, address, and telephone number of the manufacturer.
  - (ii) Hazardous mixtures:

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- (1) The common name, but if none exists, then the trade name,
  - (2) The chemical or common name of special hazardous substances comprising .01% or more of the mixture,
  - (3) The chemical or common name of hazardous substances consisting 1.0% or more of the mixture,
  - (4) A hazard warning, and
  - (5) The name, address, and telephone number of the manufacturer.
- (iii) Single chemicals:
- (1) The chemical name or the common name,
  - (2) A hazard warning, if appropriate, and
  - (3) The name, address, and telephone number of the manufacturer.
- (iv) Chemical Mixtures:
- (1) The common name, but if none exists, then the trade name,
  - (2) A hazard warning, if appropriate,
  - (3) The name, address, and telephone number of the manufacturer, and
  - (4) The chemical name or common name of either the top five substances by volume or those substances consisting of 5.0% or more of the mixture.

A common name or trade name may be used only if the use of the name more easily or readily identifies the true nature of the hazardous substance, hazardous mixture, single chemical, or mixture involved.

Container labels shall provide a warning as to the specific nature of the hazard arising from the substance in the container.

The hazard warning shall be given in conformity with one of the nationally recognized and accepted systems of providing warnings, and hazard warnings shall be consistent with one or more of the recognized systems throughout the workplace. Examples are:

- NFPA 704, Identification of the Fire Hazards of Materials.

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- National Paint and Coatings Association: Hazardous Materials Identification System.
- American Society for Testing and Materials, Safety Alert Pictorial Chart.
- American National Standard Institute, Inc., for the Precautionary Labeling of Hazardous Industrial Chemicals.

Labels must be legible and prominently affixed to and displayed on the product and the carton, container, or package so that employees can easily identify the substance or mixture present therein.

- (b) Material Safety Data Sheet. The contractor shall provide Material Safety Data Sheets (MSDS) with the information required by the Act and the regulations for each hazardous substance or hazardous mixture. The Commonwealth must be provided an appropriate MSDS with the initial shipment and with the first shipment after an MSDS is updated or product changed. For any other chemical, the contractor shall provide an appropriate MSDS, if the manufacturer, importer, or supplier produces or possesses the MSDS. The contractor shall also notify the Commonwealth when a substance or mixture is subject to the provisions of the Act. Material Safety Data Sheets may be attached to the carton, container, or package mailed to the Commonwealth at the time of shipment.

### **V.40. CONTRACT-032.1 Covenant Against Contingent Fees (Oct 2006)**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Commonwealth shall have the right to terminate the Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

### **V.41. CONTRACT-033.1 Applicable Law (Oct 2006)**

This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts.

The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

### **V.42. CONTRACT-034.1a Integration – RFP (Dec 12 2006)**

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This Contract, including the Request for Proposals, Contractor's Proposal, Contractor's Best and Final Offer, if any, all referenced documents, and any Purchase Order constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

### **V.43. CONTRACT-034.3 Controlling Terms and Conditions (Aug 2011)**

The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the Commonwealth. All quotations requested and received from the Contractor are for obtaining firm pricing only.

Other terms and conditions or additional terms and conditions included or referenced in the Contractor's quotations, invoices, business forms, or other documentation shall not become part of the parties' agreement and shall be disregarded by the parties, unenforceable by the Contractor and not binding on the Commonwealth.

### **V.44. CONTRACT-035.1b Changes (Oct 2013)**

- (a) At any time during the performance of the Contract, the Commonwealth or the Contractor may request a change to the Contract. Contractor will make reasonable efforts to investigate the impact of the change request on the price, timetable, specifications, and other terms and conditions of the Contract. If the Commonwealth is the requestor of the change, the Contractor will inform the Commonwealth if there will be any charges for the Contractor's services in investigating the change request prior to incurring such charges. If the Commonwealth and the Contractor agree on the results of the investigation and any necessary amendments to the Contract, the parties must complete and execute a change notice to modify the Contract and implement the change. The change request will be evidenced by a Purchase Order issued by the Commonwealth. No work may begin on the change request until the Contractor has received the Purchase Order. If the parties cannot agree upon the results of the investigation or the necessary amendments to the Contract, the change request will not be implemented and, if the Contractor initiated the change request it may elect to handle the matter in accordance with the CONTRACT CONTROVERSIES provision of this Contract.
- (b) Changes outside the scope of this Contract shall be accomplished through the Commonwealth's normal procurement procedures, and may result in an amended Contract or a new contract. No payment will be made for services outside of the

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scope of the Contract for which no amendment has been executed, prior to the provision of the services.

### V.45. CONTRACT-036.1 Background Checks (February 2016)

- (a) The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth facilities, either through on-site access or through remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <https://www.psp.pa.gov/Pages/Request-a-Criminal-History-Record.aspx>. The background check must be conducted prior to initial access and on an annual basis thereafter.
- (b) Before the Commonwealth will permit access to the Contractor, the Contractor must provide written confirmation that the background checks have been conducted. If, at any time, it is discovered that a Contractor employee has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the Commonwealth consents to the access, in writing, prior to the access. The Commonwealth may withhold its consent in its sole discretion. Failure of the Contractor to comply with the terms of this Section on more than one occasion or Contractor's failure to appropriately address any single failure to the satisfaction of the Commonwealth may result in the Contractor being deemed in default of its Contract.
- (c) The Commonwealth specifically reserves the right of the Commonwealth to conduct background checks over and above that described herein.
- (d) Access to certain Capitol Complex buildings and other state office buildings is controlled by means of card readers and secured visitors' entrances. Commonwealth contracted personnel who have regular and routine business in Commonwealth worksites may be issued a photo identification or access badge subject to the requirements of the contracting agency and DGS set forth in [Enclosure 3 of Commonwealth Management Directive 625.10 \(Amended\) Card Reader and Emergency Response Access to Certain Capitol Complex Buildings and Other State Office Buildings](#). The requirements, policy and procedures include a processing fee payable by the Contractor for contracted personnel photo identification or access badges.

### V.46. CONTRACT-037.1b Confidentiality (Oct 2013)

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- (a) The Contractor agrees to protect the confidentiality of the Commonwealth's information. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed to be confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party. The parties agree that such confidential information shall not be copied, in whole or in part, except when essential for authorized use under this Contract. Each copy of such confidential information shall be marked by the party making the copy with all notices appearing in the original. Upon termination or cancellation of this Contract or any license granted hereunder, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession, other than one copy, which may be maintained for archival purposes only. Both parties agree that a material breach of these requirements may, after failure to cure within the time frame specified in this Contract, and at the discretion of the non-breaching party, result in termination for default.
- (b) The obligations stated in this Section do not apply to information:
  - (i) already known to the recipient at the time of disclosure;
  - (ii) independently generated by the recipient and not derived from the information supplied by the disclosing party;
  - (iii) known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;
  - (iv) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
  - (v) required to be disclosed by the recipient by law, regulation, court order, or other legal process.

### V.47. CONTRACT-038.1 Limitation of Liability (Oct 2013)

- (a) The Contractor's liability to the Commonwealth under this Contract shall be limited to the greater of **\$250,000** or the value of this Contract (including any amendments). This limitation will apply, except as otherwise stated in this Section, regardless of the form of action, whether in contract or in tort, including negligence. This limitation does not, however, apply to damages for:
  - (i) bodily injury;
  - (ii) death;
  - (iii) intentional injury;



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- (iv) damage to real property or tangible personal property for which the Contractor is legally liable; or
  - (v) the Contractor's indemnity of the Commonwealth for patent, copyright, trade secret, or trademark protection.
- (b) In no event will the Contractor be liable for consequential or incidental damages unless otherwise specified in the Contract. Except as set out in the VIRUS AND MALICIOUS, MISCHIEVOUS OR DESTRUCTIVE PROGRAMMING provisions of the Contract, the Contractor will not be liable for damages due to lost records or data, unless otherwise specified in the Contract. Notwithstanding the foregoing, the Contractor shall provide reasonable assistance to the Commonwealth in restoring such lost records or data to their most recent backup copy.

### **V.48. CONTRACT-039.1 Virus; Malicious, Mischievous or Destructive Programming (Oct 2013)**

- (a) Notwithstanding any other provision in this Contract to the contrary, the Contractor shall be liable for any damage to any data and/or software owned or licensed by the Commonwealth if the Contractor or any of its employees, subcontractors or consultants introduces a virus or malicious, mischievous or destructive programming into the Commonwealth's software or computer networks and has failed to comply with the Commonwealth software security standards. The Commonwealth must demonstrate that the Contractor or any of its employees, subcontractors or consultants introduced the virus or malicious, mischievous or destructive programming. The Contractor's liability shall cease if the Commonwealth has not fully complied with its own software security standards.
- (b) The Contractor shall be liable for any damages incurred by the Commonwealth including, but not limited to, the expenditure of Commonwealth funds to eliminate or remove a computer virus or malicious, mischievous or destructive programming that result from the Contractor's failure to take proactive measures to keep virus or malicious, mischievous or destructive programming from originating from the Contractor or any of its employees, subcontractors or consultants through appropriate firewalls and maintenance of anti-virus software and software security updates (such as operating systems security patches, etc.).
- (c) In the event of destruction or modification of software, the Contractor shall eliminate the virus, malicious, mischievous or destructive programming, restore the Commonwealth's software, and be liable to the Commonwealth for any resulting damages.

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- (d) The Contractor shall be responsible for reviewing Commonwealth software security standards and complying with those standards.
- (e) The Commonwealth may, at any time, audit, by a means deemed appropriate by the Commonwealth, any computing devices being used by representatives of the Contractor to provide services to the Commonwealth for the sole purpose of determining whether those devices have anti-virus software with current virus signature files and the current minimum operating system patches or workarounds have been installed. Devices found to be out of compliance will immediately be disconnected and will not be permitted to connect or reconnect to the Commonwealth network until the proper installations have been made.
- (f) The Contractor may use the anti-virus software used by the Commonwealth to protect Contractor's computing devices used in the course of providing services to the Commonwealth. It is understood that the Contractor may not install the software on any computing device not being used to provide services to the Commonwealth, and that all copies of the software will be removed from all devices upon termination of this Contract.
- (g) The Commonwealth will not be responsible for any damages to the Contractor's computers, data, software, etc. caused as a result of the installation of the Commonwealth's anti-virus software or monitoring software on the Contractor's computers.
  - (i) Notwithstanding any other provision in this Contract to the contrary, if the Contractor or any of its employees, subcontractors or consultants introduces a virus or malicious, mischievous or destructive programming into the Commonwealth's software or computer networks and has failed to comply with the Commonwealth software security standards, and provided further that the Commonwealth can demonstrate that the virus or malicious, mischievous or destructive programming was introduced by the Contractor or any of its employees, subcontractors or consultants, the Contractor shall be liable for any damage to any data and/or software owned or licensed by the Commonwealth. The Contractor shall be liable for any damages incurred by the Commonwealth including, but not limited to, the expenditure of Commonwealth funds to eliminate or remove a computer virus or malicious, mischievous or destructive programming that result from the Contractor's failure to take proactive measures to keep virus or malicious, mischievous or destructive programming from originating from the Contractor, its servants, agents or employees through appropriate firewalls and maintenance of anti-virus software and software security updates (such as operating systems security patches, etc.). In the event of destruction or modification of software, the Contractor shall eliminate the virus, malicious, mischievous or destructive programming, restore the Commonwealth's software, and be liable to the Commonwealth for any resulting damages. The Contractor shall be responsible for

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reviewing Commonwealth software security standards in effect at the commencement of the Contract and complying with those standards. The Contractor's liability shall cease if the Commonwealth has not fully complied with its own software security standards.

- (ii) The Contractor shall perform a security scan on any software or computer program developed by the Contractor or its subcontractors in a country other than the United States of America that may come in contact with the Commonwealth's software or computer networks. Contractor shall perform such security scan prior to introducing any such software or computer program into a Commonwealth development environment, test environment or production environment. The results of these security scans will be provided to the Commonwealth prior to installing into any Commonwealth development environment, test environment or production environment. The Commonwealth may perform, at its discretion, additional security scans on any software or computer program prior to installing in a Commonwealth environment as listed above.
- (iii) The Commonwealth may, at any time, audit, by a means deemed appropriate by the Commonwealth, any computing devices being used by representatives of the Contractor to provide services to the Commonwealth that will be connected to a Commonwealth network for the sole purpose of determining whether those devices have anti-virus software with current virus signature files and the current minimum operating system patches or workarounds have been installed. Devices found to be out of compliance will immediately be disconnected and will not be permitted to connect or reconnect to the Commonwealth network until the proper installations have been made. The Commonwealth shall not install any software or monitoring tools on the Contractor's equipment without the Contractor's written consent to do so.
- (iv) The Contractor may use the anti-virus software used by the Commonwealth to protect Contractor's computing devices used in the course of providing services to the Commonwealth. It is understood that the Contractor may not install the software on any computing device not being used to provide services to the Commonwealth, and that all copies of the software will be removed from all devices upon termination of this Contract.
- (v) Neither the Commonwealth nor the Issuing Agency will be responsible for any damages to the Contractor's computers, data, software, etc. caused as a result of the installation of the Commonwealth's anti-virus software or monitoring software on the Contractor's computers.

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### V.49. CONTRACT-042.1 Installment Purchase Additional Terms and Conditions (Oct 2013)

To the extent that the Contractor offers the Commonwealth or any purchasing agency (“Purchaser”) the option to pay for any items covered by the Contract in installments over time, these Installment Purchase Terms And Conditions shall, in addition to the other terms and conditions of the Contract, govern the installment purchase, except to the extent the Contractor assigns an Installment Purchase to an Initial Assignee, in which case the Initial Assignee shall be bound to the obligations of the Contractor only as specified in these Installment Purchase Terms and Conditions. If a Purchaser desires to purchase items on an installment basis, the Purchaser shall indicate its Installment Purchase election on the PO issued to the Contractor (“Installment Purchase PO”). By issuing an Installment Purchase PO, the Purchaser explicitly agrees to these Installment Purchase Terms and Conditions. Any items covered by an Installment Purchase shall be called “Installment Items” in these Installment Purchase Terms and Conditions. To the extent that there is a conflict between the other terms and conditions of the Contract and these Installment Purchase Terms and Conditions, these Installment Purchase Terms and Conditions shall prevail to the extent that the Purchaser has elected an Installment Purchase option.

#### (a) **Term of Installment Purchase**

The Contractor may provide any Installment Items under the Contract for any term up to 60 months. The Purchaser shall identify the term selected on the Installment Purchase PO. The Installment Purchase term shall commence on the date the Purchaser accepts the Installment Items by executing the Acceptance Certificate, and the term shall continue for the length specified on the Installment Purchase PO. The form of the Acceptance Certificate is attached as **Appendix H** to the RFP.

If the Contractor delivers the Contract items in more than one delivery, unless otherwise specified in the Specifications for this procurement, the Purchaser will provide separate acceptance certificates for each delivery of the items, and the Purchaser will make separate payments for the Contract items corresponding to the amount of Contract items delivered and accepted **30 days** prior to the payment due date.

#### (b) **Payments**

- (i) Full Term Intention. The Purchaser shall pay the applicable monthly payment for the Installment Items. The Purchaser shall continue payment for the full Installment Purchase term, unless the Purchaser terminates the Installment Purchase, either for Contractor default as set forth in the Default provision of the Contract or for non-appropriation of funds as specified in this section.
- (ii) Non-Appropriation. The Purchaser’s obligation is payable only and solely from funds allotted for the purpose of the Installment Purchase. If

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sufficient funds are not appropriated for continuation of performance under any Installment Purchase for any fiscal year subsequent to the one in which the Purchaser issued the Installment Purchase PO, the Purchaser may return the Installment items to the Contractor/Initial Assignee (as applicable), and thereafter the Contractor/Initial Assignee will release the Purchaser of all further obligations under the Installment Purchase, provided:

- (1) The Purchaser delivers unencumbered title to the Installment items to the contractor or Initial Assignee (if applicable);
- (2) The Purchaser returns the Installment items to the Contractor/Initial Assignee in good condition, reasonable wear and tear excepted; and
- (3) The Purchaser gives **30 days** written notice of the failure of appropriations to the Contractor/Initial Assignee, along with a certification that the Installment Items are not being replaced by similar items from another vendor. In the event the Purchaser returns the Installment Items for failure of appropriations, the Purchaser shall pay all amounts then due under the Installment Purchase through the end of the fiscal year for which sufficient funds were appropriated for the Installment Purchase.

### (c) **Title and Security Interest**

- (i) The title to the Installment Items shall pass to the Purchaser at the time and place of delivery to the Purchaser of each unit of equipment. The Contractor or its Initial Assignee shall have a purchase money security interest in the Installment Items until payment of all installments as set forth in the payment schedule are made, or if the Purchaser prepays its installments, upon payment of the agreed amount between the Contractor and the Purchaser as set forth in Subsection (i) of this Section.
  - (1) Upon payment of the final installment or other concluding payment option, neither the Contractor nor its assignee shall have any further interest in the Installment Items.
  - (2) The Installment Items shall remain personal property and shall not become a fixture or affixed to real property without consent of the Contractor/assignee.
  - (3) At the request of the Contractor or Initial Assignee, the Purchaser will join the Contractor/assignee in executing one or more UCC-1 financing statements.

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- (4) The Purchaser will keep the Installment Items free and clear of all encumbrances except the Contractor's/assignee's security interest.

### (d) Use and Location of, And Alteration to Installment Items

The Purchaser shall keep the Installment Items within the confines of the Commonwealth of Pennsylvania and shall inform the Contractor/Initial Assignee upon request of the location of the Installment Items. The Purchaser, at its own cost and expense, shall maintain the Installment Items in good operating condition and will not use or deal with the Installment Items in any manner which is inconsistent with the terms of the Contract or any applicable laws and regulations. The Purchaser agrees not to misuse, abuse, or waste the Installment Items and the Purchaser will not allow the Installment Items to deteriorate, except for ordinary wear and tear resulting from their intended use. No alterations, changes, or modifications to the Installment Items shall be made without the approval of the Contractor/Initial Assignee.

### (e) Assumption of Risks

- (i) The Purchaser shall, after acceptance of the Installment Items, assume and bear the risk of damage to, or loss or theft of, the Installment Items (including all component parts) from any cause other than action or inaction of the Contractor/assignee. The loss or damage of the Installment Items shall not impair any obligation of the Purchaser under these Installment Purchase Terms and Conditions, which shall continue in full force and effect. In the event that all or part of the Installment Items shall, as a result of the above-mentioned causes, become, in the Purchaser's reasonable determination, lost, stolen, destroyed, rendered unusable, or irreparably damaged, then the Purchaser shall notify the Contractor/assignee in writing. At its option, the Purchaser shall elect either:
  - (1) to replace the equipment either like equipment, or
  - (2) to pay pro rata to the Contractor/assignee all payments then currently due according to the payment schedule, plus the pro rata principal portion of any remaining installments. The "pro rata principal portion of remaining installment payments" is that percentage of the principal portion of remaining installment payments as of the date of payment that the cost of the units of the equipment lost, stolen, destroyed, or rendered irreparably unusable or damaged bears to the total cost of the equipment determined by the amounts set forth in the field purchase order.
  - (3) The Purchaser assumes all risks and liabilities for injury to or death of any person, or damage to any property, arising out of the

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Purchaser's possession, use, operation, condition, or storage of any Installment Items, as more fully set forth in Paragraph (i) of Subsection (g) of this Section.

- (4) The Purchaser agrees to insure the Installment Items as provided under Paragraph (ii) of Subsection (g) of this Section.

### (f) **Warranties**

- (i) The Purchaser shall have the benefit of any and all manufacturer or supplier warranties for the Installment Items.
- (ii) The Contractor/Initial Assignee and any subsequent assignee warrants that neither the Contractor/Initial Assignee or subsequent assignee, nor anyone acting or claiming through these parties by assignment or otherwise, will interfere with the Purchaser's quiet enjoyment of the Installment Items so long as no event of default as defined in Subsection (j) of this Section shall have occurred and be continuing.

### (g) **Liability**

- (i) The Purchaser assumes all risks and liabilities for injury to or death of any person or damage to any property, arising out of the Purchaser's possession, use, operation, condition, or storage of any Installment Item, whether such injury or death be of agents or employees of the Purchaser or of third parties, and whether such property damage be to the Purchaser's property or the property of others; provided, however, that the damage or injury results from the action or inaction of the Purchaser, its agents or employees, and provided that judgment has been obtained against the Purchaser, its agents or employees. This provision shall not be construed to limit the governmental immunity of any Purchaser.
- (ii) The Purchaser shall, during the Installment Purchase term, either self-insure or purchase insurance to cover the risks it has assumed under Paragraph (i) of this Subsection, including but not limited to risks of public liability and property damage.

### (h) **Assignment**

- (i) The Purchaser shall not assign any Installment Purchase PO or other interest in the Installment items without the prior written consent of the Contractor or its assignee. The Contractor may assign, and/or grant security interests in whole or in part in, the Installment Purchase to an Initial Assignee, who in turn may further assign and/or grant a security interest in an Installment Purchase to a subsequent assignee without the Purchaser's consent. Any other Contractor assignment shall require the

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Purchaser's prior written consent. Upon written notice to the Purchaser, the Contractor may assign payments under any Installment Purchase to a third party.

- (ii) The Contractor may assign, without DGS or Purchaser consent, any Installment Purchase PO to a third party ("Initial Assignee") who will fund the purchase of the Installment Items. The Initial Assignee may take title to, and assume the right to receive all payments for, the Installment Items. The Contractor shall notify the Purchaser of any Installment Purchase PO assignment in its acknowledgment of the Installment Purchase PO to the Purchaser, providing the Purchaser with a copy of the assignment agreement between the Contractor and the Initial Assignee.
- (iii) Notwithstanding any provisions to the contrary in the Contract, in the event of an assignment to an Initial Assignee, the Initial Assignee shall be bound only to the Contractor's obligations specified in these Installment Purchase Terms and Conditions. An Initial Assignee shall not be responsible for any of the Contractor's additional representations, warranties, covenants, or obligations under the Contract Documents. By issuing an Installment Purchase PO, the Purchaser waives any claims it may have under the Installment Purchase against the Initial Assignee for any loss, damage, or expense caused by, defect in, or use or maintenance of any Installment Item. The Purchaser acknowledges that the Initial Assignee is not the supplier of the Installment Items and is not responsible for their selection or installation. After the ordering Purchaser executes, and the Initial Assignee receives, an acceptance certificate in the form attached to these Installment Purchase Terms and Conditions, if any portion of the Installment Items is unsatisfactory for any reason, the ordering Purchaser shall, nevertheless, continue to make payments under the applicable Installment Purchase terms and shall make any claim against the Contractor or the manufacturer, not against the Initial Assignee or any subsequent assignee of the Initial Assignee.
- (iv) After a Purchaser executes and the Initial Assignee receives an acceptance certificate:
  - (1) The Purchaser shall, regardless of whether any portion of the Installment Items is unsatisfactory for any reason, nevertheless, continue to make payments under the applicable Installment Purchase and shall make any claim relating to the Installment Items against the Contractor or the manufacturer, not against the Initial Assignee or any subsequent assignee; and
  - (2) The rights of the Initial Assignee and any subsequent assignee to receive payments are absolute and unconditional and shall not be affected by any defense or right of set-off.



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(v) **Warranty Disclaimer**

IN THE EVENT THE CONTRACTOR ASSIGNS AN INSTALLMENT PURCHASE TO AN INITIAL ASSIGNEE, SUCH INITIAL ASSIGNEE AND ANY SUBSEQUENT ASSIGNEE MAKE NO WARRANTY (OTHER THAN A WARRANTY OF QUIET ENJOYMENT OF THE INSTALLMENT ITEMS), EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO THE INITIAL ASSIGNEE AND ANY SUBSEQUENT ASSIGNEE, THE PURCHASER TAKES THE EQUIPMENT AND ANY FINANCED ITEM "AS IS". IN NO EVENT SHALL THE INITIAL ASSIGNEE OR ANY SUBSEQUENT ASSIGNEE HAVE ANY LIABILITY FOR, NOR SHALL THE PURCHASER HAVE ANY REMEDY AGAINST, THE INITIAL ASSIGNEE OR ANY SUBSEQUENT ASSIGNEE FOR CONSEQUENTIAL DAMAGES, LOSS OF SAVINGS, OR LOSS OF USE.

(i) **Financing and Prepayment**

- (i) If the Contractor is not the supplier of the Installment Items, the Contractor will pay the charges for the Installment Items directly to the supplier. In the event the Contractor assigns the Installment Purchase to an Initial Assignee, the Initial Assignee will pay the charges directly to the Contractor or the supplier, as applicable. If the Contractor has assigned payments under the Installment Purchase to an Initial Assignee, the Purchaser's obligation to make payments for the Installment Items for which the Purchaser has executed and delivered acceptance certificates shall not be affected by any discontinuance, return, or destruction of any license or licensed program materials, or by any Purchaser dissatisfaction with any Installment Item.
- (ii) The Purchaser may at any time elect to prepay its remaining Installment Purchase payments. The Purchaser shall provide notice of the intended prepayment date, which shall be at least one month after the date of the notice. Depending on market conditions at the time, the Contractor/Initial Assignee may reduce the balance of the remaining payments to reflect the requested prepayment and shall advise the Purchaser of the balance to be paid.
- (iii) If the Purchaser purchases Contract items related to an Installment Item prior to the expiration of the Installment Purchase terms, or if the Installment Purchase is terminated for any reason except non-appropriation as described in Subsection B of these Installment Purchase

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Terms and Conditions, and if the Installment Item has been delivered and the Purchaser has executed and delivered to the Contractor an acceptance certificate, the Purchaser shall prepay such Installment Item.

### (j) Remedies for Default

- (i) If the Purchaser does not make a required payment within **30 days** after its due date and such nonpayment continues for **15 days** after receipt of written notice from the Contractor/Initial Assignee that the Purchaser is delinquent in payment, if the Purchaser breaches any other provision under these Terms and Conditions and such breach continues for **15 days** after receipt of written notice of the breach from the Contractor/Initial Assignee, or if the Purchaser files any petition or proceeding (or has a petition or proceeding filed against it) under any bankruptcy, insolvency, or similar law, the Contractor/Initial Assignee may pursue and enforce the following remedies, individually or collectively:
  - (1) Terminate the applicable Installment Purchase.
  - (2) Take possession of any or all Contract items in the Purchaser's possession, without any court order or other process of law. For such purpose, upon written notice of its intention to do so, the Contractor or its assignee may enter upon the premises where the Contract items may be and remove and repossess the Contract items, from the premises without being liable to the Purchaser in any action or legal proceedings. The Contractor/assignee may, at its option, sell the repossessed Contract items at public or private sale for cash or credit. The Purchaser shall be liable for the Contractor's/assignee's expenses of retaking possession, including without limitation the removal of the Contract items and placing the Contract items in good operating condition (if not in good operating condition at the time of removal) in accordance with the manufacturer's specifications. Repossessed Contract items shall include only those items that were purchased under the Installment Purchase.
  - (3) Recover from the Purchaser all payments then due, plus the net present value of the amount of the remaining payments. The present value of such remaining payments shall be calculated using a discount rate equal to the average of the weekly two- and three-year Treasury Constant Maturities published by the Federal Reserve Board for the last calendar week of the month preceding the contractor's/assignee's termination of the applicable Installment Purchase. The Treasury Constant Maturities are published in Statistical Release .15 and may be accessed via the Federal Reserve Board's Internet website.

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- (ii) In the event of Contractor default under the Default provision of the Contract, the Purchaser may pursue one or more of the following remedies:
  - (1) If the payments under the Installment Purchase have been assigned to an Initial Assignee, the Purchaser shall continue to make payments for those Contract Items which have been delivered and for which the Purchaser has provided acceptance certificates to the Contractor/Initial Assignee.
  - (2) The Purchaser may cancel, without liability for payment, its order for any Contract items which have not been delivered and for which it has not issued acceptance certificates. In this instance, the amount of the Contract payments will be recalculated to take into consideration and pay for the actual number of Contract items which were delivered and accepted. If no Installment items have been delivered and accepted, the Purchaser may terminate the Installment Purchase without liability for any payment.
  - (3) If payments have not been assigned, the Purchaser may set off or counterclaim any and all damages incurred by the Purchaser as a result of the contractor's default against its obligation to make payments.

### (k) **Compliance with Internal Revenue Code**

- (i) Tax Exempt Financing. If it intends to provide tax exempt financing, the Contractor/Initial Assignee must file, in timely fashion, any reports the Internal Revenue Service may require with respect to the order under the Internal Revenue Code (IRC). The Purchaser shall cooperate with the Contractor/Initial Assignee in the preparation and execution of these documents. The Purchaser shall also keep a copy of each notification of assignment with the Purchaser's counterpart of the order and shall not, during the Installment Purchase term, permit the Installment Items to be directly or indirectly used for a private business use within the meaning of Section 141 of the IRC.
- (ii) Governmental Status. Eligible Purchasers include State entities or political subdivisions of a State for the purpose of Section 103(a) of the IRC as well as tax exempt non-profit corporations and entities under 501(c)(4) of the IRC. Any misrepresentation of a Purchaser's status under the IRC shall constitute an event of default by the Purchaser. If the Internal Revenue Service rules that the Purchaser does not so qualify under either Section 103(a) or 501(c)(4) of the IRC, or if the Purchaser fails to cooperate with the Contractor/Initial Assignee in the preparation

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and execution of any reports required under Section 124 or 149 of the IRC (including 8038G and 8038GC forms), the Purchaser will, upon demand, pay the Contractor/Initial Assignee a sum the Contractor/Initial Assignee determines sufficient to return the Contractor/Initial Assignee to the economic status it would otherwise have received.

### (l) **Governing Law**

All Purchases made under these Installment Purchase Terms and Conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, except that the parties agree that Article 2A of the Uniform Commercial Code shall not apply or govern transactions under these Installment Purchase Terms and Conditions.

### (m) **Notices**

Service of all notices under these Installment Purchase Terms and Conditions shall be sufficient if delivered to the Purchaser at the address set forth in the applicable Installment Purchase PO, or to the Contractor/Initial Assignee at the address set forth in its acknowledgment of the Installment Purchase PO, including any attached document. Notices by mail shall be effective when deposited in the U.S. mail, properly addressed, with sufficient paid postage. Notices by hand or by overnight courier shall be effective when actually received.

## **V.50. CONTRACT-043.1-1 Leasing Additional Terms and Conditions (Oct 2013)**

To the extent that the Contractor offers the Commonwealth or any purchasing agency (“Lessee”) the option to lease any items covered by the Contract, these Leasing Terms And Conditions shall, in addition to the other terms and conditions of the Contract, govern the Lease, except to the extent the Contractor assigns a Lease to an Initial Assignee, in which case the Initial Assignee shall be bound to the obligations of the Contractor only as specified in these Leasing Terms and Conditions. If a Lessee desires to lease contract items, the Lessee shall indicate its leasing election on the PO issued to the Contractor (“Lease PO”). By issuing a Lease PO, the Lessee explicitly agrees to these Leasing Terms and Conditions. Any items covered by a Lease shall be called “Leased Property” in these Leasing Terms and Conditions. To the extent that there is a conflict between the other terms and conditions of the Contract and these Leasing Terms and Conditions, these Leasing Terms and Conditions shall prevail to the extent that the Lessee has elected a leasing option.

### (a) **Term of Lease**

The Contractor may provide any Leased Property under the Contract for any term up to **60 months**, including a Fair Market Value Option for Lease/Purchases. The Lessee shall identify the term selected, as well as its election of either a Lease or Lease/Purchase option, on the Lease PO. The Lease term shall commence on the date the Lessee accepts the Leased Property by executing the Acceptance

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Certificate, and the term shall continue for the length specified on the Lease PO. The form of the Acceptance Certificate is attached as **Appendix H** to the RFP.

If the Contractor delivers the Leased Property in more than one delivery, unless otherwise specified in the Specifications for this procurement, the Lessee will provide separate acceptance certificates for each delivery of the items, and the Lessee will make periodic payments for the Leased Property corresponding to the amount of the Leased Property delivered and accepted **30 days** prior to the payment due date.

### (b) **Payments**

- (i) Full Term Intention. The Lessee shall pay the applicable monthly or annual rent payment for the Leased Property for the full Lease term, unless the Lessee terminates the Lease, either for Contractor default as set forth in the Default provision of the Contract or for non-appropriation of funds as specified in this section.
- (ii) Non-appropriation. The Lessee's obligation is payable only and solely from funds allotted for the purpose of the Lease. If sufficient funds are not appropriated for continuation of performance under any Lease for any fiscal year subsequent to the one in which the Lessee issued the Lease PO, the Lessee may return the Leased Property to the Contractor/Initial Assignee (as applicable), and thereafter the Contractor/Initial Assignee shall release the Lessee of all further obligations under the Lease, provided:
  - (1) The Lessee delivers unencumbered title to the Leased Property to the Contractor or Initial Assignee (if applicable);
  - (2) The Lessee returns the Leased Property to the Contractor/Initial Assignee in good condition, reasonable wear and tear excepted; and
  - (3) The Lessee gives **30 days** written notice of the failure of appropriations to the Contractor/Initial Assignee, along with a certification that the Leased Property is not being replaced by similar items from another vendor. In the event the Lessee returns the Leased Property for failure of appropriations, the Lessee shall pay all amounts then due under the Lease through the end of the fiscal year for which sufficient funds were appropriated for the Lease.

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### (c) **Title**

- (i) Title to the Leased Property shall not pass to the Lessee but shall remain in the Contractor or Initial Assignee, whichever applies; except in the case of a Lease/Purchase, the title shall pass to the Lessee upon payment of the final installment or other concluding payment option.
  - (1) Upon payment of the final installment or other concluding payment option, neither the Contractor nor its assignee shall have any further interest in the Leased Property.
  - (2) The Leased Property shall remain personal property and shall not become a fixture or affixed to real property without consent of the Contractor/assignee.
  - (3) At the request of the Contractor or Initial Assignee, the Lessee will join the Contractor/assignee in executing one or more UCC-1 financing statements.
  - (4) The Lessee will keep the Leased Property free and clear of all encumbrances except the Contractor's/assignee's security interest.

### (d) **Use And Location Of, and Alteration to Leased Property**

The Lessee shall keep the Leased Property within the confines of the Commonwealth of Pennsylvania and shall inform the Contractor/Initial Assignee upon request of the location of the Leased Property. The Lessee, at its own cost and expense, shall maintain the Leased Property in good operating condition and will not use or deal with the Leased Property in any manner which is inconsistent with the terms of the Contract or any applicable laws and regulations. The Lessee agrees not to misuse, abuse, or waste the Leased Property and the Lessee will not allow the Leased Property to deteriorate, except for ordinary wear and tear resulting from their intended use. No alterations, changes, or modifications to the Leased Property shall be made without the approval of the Contractor/Initial Assignee.

### (e) **Risk of Loss**

The Contractor shall assume and bear the risk of loss or damage to, or theft of, the Leased Property and all component parts while the Leased Property or parts are in the Lessee's possession, unless the Lessee could have prevented such loss, damage, or theft by exercising reasonable care or diligence in the use, protection, or care of the Leased Property or parts. No loss or damage to the Leased Property or parts shall impair any Contractor or Lessee obligation under the Lease, except as expressly provided in these Leasing Terms and Conditions. If the damage could not have been prevented by the Lessee's exercise of reasonable care or

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diligence, and the Contractor determines the Leased Property or parts can be economically repaired, the Contractor shall repair or cause to be repaired all damages to the Leased Property or their parts. In the event that the any of the Leased Property or their parts are stolen or destroyed, or if in the Contractor's opinion they are rendered irreparable, unusable, or damaged, the affected Leased Property shall be considered a total loss and the Lease shall terminate as to that Leased Property, and the Lessee's obligation to pay rent for the affected Leased Property shall be deemed to have ceased as of the date of the loss.

### (f) **Warranties**

- (i) The Lessee shall have the benefit of any and all manufacturer or supplier warranties for the Leased Property during the Lease term.
- (ii) The Contractor/Initial Assignee and any subsequent assignee warrants that neither the Contractor/Initial Assignee or subsequent assignee, nor anyone acting or claiming through these parties by assignment or otherwise, will interfere with the Lessee's quiet enjoyment of the Leased Property so long as no event of default as defined in Subsection (j) of this Section shall have occurred and be continuing.

### (g) **Liability**

- (i) The Lessee assumes all risks and liabilities for injury to or death of any person or damage to any property, arising out of the Lessee's possession, use, operation, condition, or storage of any Leased Property, whether such injury or death be of agents or employees of the Lessee or of third parties, and whether such property damage be to the Lessee's property or the property of others; provided, however, that the damage or injury results from the action or inaction of the Lessee, its agents or employees, and provided that judgment has been obtained against the Lessee, its agents or employees. This provision shall not be construed to limit the governmental immunity of any Lessee.
- (ii) The Lessee shall, during the Lease term, either self-insure or purchase insurance to cover the risks it has assumed under Paragraph (i) of this Subsection, including but not limited to risks of public liability and property damage.

### (h) **Assignment**

- (i) The Lessee shall not assign any Lease PO or other interest in the Leased Property without the prior written consent of the Contractor or its assignee. The Contractor may assign, and/or grant security interests in whole or in part in, the Lease PO and Leased Property to an Initial Assignee, who in turn may further assign and/or grant a security interest in

## Appendix A, CONTRACT TERMS AND CONDITIONS

a Lease to a subsequent assignee without the Lessee's consent. Any other Contractor assignment shall require the Lessee's prior written consent. Upon written notice to the Lessee, the Contractor may assign payments under any Lease to a third party.

- (ii) The Contractor may assign, without Lessee consent, any Lease PO to a third party ("Initial Assignee") who will fund the purchase of the Leased Property. The Initial Assignee may take title to, and assume the right to receive all rental payments for, the Leased Property. The Contractor shall notify the Lessee of any Lease PO assignment in its acknowledgment of the Lease PO to the Lessee, providing the Lessee with a copy of the assignment agreement between the Contractor and the Initial Assignee.
- (iii) Notwithstanding any provisions to the contrary in the Contract, in the event of an assignment to an Initial Assignee, the Initial Assignee shall be bound only to the Contractor's obligations specified in these Leasing Terms and Conditions. An Initial Assignee shall not be responsible for any of the Contractor's additional representations, warranties, covenants, or obligations under the Contract Documents. By issuing a Lease PO, the Lessee waives any claims it may have under the Lease against the Initial Assignee for any loss, damage, or expense caused by, defect in, or use or maintenance of any Leased Property. The Lessee acknowledges that the Initial Assignee is not the supplier of the Leased Property and is not responsible for their selection or installation. After the ordering Lessee executes, and the Initial Assignee receives, an Acceptance Certificate, if any portion of the Leased Property is unsatisfactory for any reason, the ordering Lessee shall, nevertheless, continue to make payments under the applicable Lease terms and shall make any claim against the Contractor or the manufacturer, not against the Initial Assignee or any subsequent assignee of the Initial Assignee.
- (iv) After a Lessee executes and the Initial Assignee receives an Acceptance Certificate:
  - (1) The Lessee shall, regardless of whether any portion of the Leased Property is unsatisfactory for any reason, nevertheless, continue to make payments under the applicable Lease and shall make any claim relating to the Leased Property against the Contractor or the manufacturer, not against the Initial Assignee or any subsequent assignee; and
  - (2) The rights of the Initial Assignee and any subsequent assignee to receive rental payments are absolute and unconditional and shall not be affected by any defense or right of set-off.



## Appendix A, CONTRACT TERMS AND CONDITIONS

(v) Warranty Disclaimer

IN THE EVENT THE CONTRACTOR ASSIGNS A LEASE TO AN INITIAL ASSIGNEE, SUCH INITIAL ASSIGNEE AND ANY SUBSEQUENT ASSIGNEE MAKE NO WARRANTY (OTHER THAN A WARRANTY OF QUIET ENJOYMENT OF THE LEASED PROPERTY), EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO THE INITIAL ASSIGNEE AND ANY SUBSEQUENT ASSIGNEE, THE LESSEE TAKES THE LEASED PROPERTY "AS IS". IN NO EVENT SHALL THE INITIAL ASSIGNEE OR ANY SUBSEQUENT ASSIGNEE HAVE ANY LIABILITY FOR, NOR SHALL THE LESSEE HAVE ANY REMEDY AGAINST, THE INITIAL ASSIGNEE OR ANY SUBSEQUENT ASSIGNEE FOR CONSEQUENTIAL DAMAGES, LOSS OF SAVINGS, OR LOSS OF USE.

(i) **Financing and Prepayment**

- (i) If the Contractor is not the supplier of the Leased Property, the Contractor will pay the charges for the Leased Property directly to the supplier. In the event the Contractor assigns the Lease to an Initial Assignee, the Initial Assignee will pay the charges directly to the Contractor or the supplier, as applicable. If the Contractor has assigned rental payments under the Lease to an Initial Assignee, the Lessee's obligation to make rental payments for the Leased Property for which the Lessee has executed and delivered acceptance certificates shall not be affected by any discontinuance, return, or destruction of any license or licensed program materials, or by any Lessee dissatisfaction with any Leased Property.
- (ii) The Lessee may at any time terminate the financing for any Leased Property by prepaying its remaining rental payments. The Lessee shall provide notice of the intended prepayment date, which shall be at least one month after the date of the notice. Depending on market conditions at the time, the Contractor/Initial Assignee may reduce the balance of the remaining rental payments to reflect the requested prepayment and shall advise the Lessee of the balance to be paid.
- (iii) If the Lessee purchases Contract items related to Leased Property prior to the expiration of the Lease term, or if the Lease is terminated for any reason except non-appropriation as described in Subsection (b) of this Section, and if the Leased Property has been delivered and the Lessee has executed and delivered to the Contractor an acceptance certificate, the Lessee shall prepay such Leased Property.

## Appendix A, CONTRACT TERMS AND CONDITIONS

### (j) Remedies for Default

- (i) If the Lessee does not make a required payment within **30 days** after its due date and such nonpayment continues for **15 days** after receipt of written notice from the Contractor/Initial Assignee that the Lessee is delinquent in payment, if the Lessee breaches any other provision under these Leasing Terms and Conditions and such breach continues for **15 days** after receipt of written notice of the breach from the Contractor/Initial Assignee, or if the Lessee files any petition or proceeding (or has a petition or proceeding filed against it) under any bankruptcy, insolvency, or similar law, the Contractor/Initial Assignee may pursue and enforce the following remedies, individually or collectively:
- (1) Terminate the applicable Lease.
  - (2) Take possession of any or all Leased Property in the Lessee's possession, without any court order or other process of law. For such purpose, upon written notice of its intention to do so, the Contractor or its assignee may enter upon the premises where the Leased Property may be and remove and repossess the Leased Property, from the premises without being liable to the Lessee in any action or legal proceedings. The Contractor/assignee may, at its option, sell the repossessed Leased Property at public or private sale for cash or credit. The Lessee shall be liable for the Contractor's/assignee's expenses of retaking possession, including without limitation the removal of the Leased Property and placing the Leased Property in good operating condition (if not in good operating condition at the time of removal) in accordance with the manufacturer's specifications. Repossessed Leased Property shall include only those items that were leased or lease/purchased under the Lease.
  - (3) Recover from the Lessee all rental payments then due, plus the net present value of the amount of the remaining rental payments. The present value of such remaining rental payments shall be calculated using a discount rate equal to the average of the weekly two- and three-year Treasury Constant Maturities published by the Federal Reserve Board for the last calendar week of the month preceding the contractor's/assignee's termination of the applicable Lease. The Treasury Constant Maturities are published in Statistical Release .15 and may be accessed via the Federal Reserve Board's Internet website.
- (ii) In the event of Contractor default under the Default provision of the Contract, the Lessee may pursue one or more of the following remedies:

## Appendix A, CONTRACT TERMS AND CONDITIONS

- (1) If the rental payments under the Lease have been assigned to an Initial Assignee, the Lessee shall continue to make payments for that Leased Property which has been delivered and for which the Lessee has provided acceptance certificates to the Contractor/Initial Assignee.
- (2) The Lessee may cancel, without liability for payment, its order for any Leased Property which has not been delivered and for which it has not issued acceptance certificates. In this instance, the amount of the rental payments will be recalculated to take into consideration and pay for the actual amount of Leased Property which was delivered and accepted. If no Leased Property has been delivered and accepted, the Lessee may terminate the Lease without liability for any payment.
- (3) If payments have not been assigned, the Lessee may set off or counterclaim any and all damages incurred by the Lessee as a result of the Contractor's default against its obligation to make rental payments.

### (k) **Purchase Option**

If the Lessee is not in default, it shall have the right at the expiration of the Lease term to buy the Leased Property "as is with no additional warranty" by tendering the purchase option amount the parties have established. For any Lease with a Fair Market Value Option, the fair market value of the equipment shall be established by the Contractor/Initial Assignee and shall not exceed the then-current purchase price of the Leased Property as established in the Contract. Upon the Lessee's exercise of a purchase option and payment of the required amount to the Contractor/Initial Assignee, all right, title, and interest in the Leased Property shall pass to the Lessee.

### (l) **Extension**

If the Lessee does not elect to purchase the Leased Property at the expiration of a Lease term, and the Lessee is not in default under the Lease, the Lessee may elect to extend the Lease by written notification to the Contractor/Initial Assignee. The Lessee will make any elective extension under the same Leasing Terms and Conditions, including any rent payable (not less than fair market rental value), and will continue until the earlier of termination by either party upon one month's prior written notice, or five years from the date of installation.

## Appendix A, CONTRACT TERMS AND CONDITIONS

### (m) Return of Leased Property

At the expiration or termination of a Lease for any Leased Property, or upon Contractor/Initial Assignee demand pursuant to Subsection (j) of this Section, the Lessee shall promptly return the Leased Property, freight prepaid, to any location in the continental United States specified by the Contractor/Initial Assignee. The Lessee shall pay the required rent for the Leased Property until they have been shipped to the Contractor.

- (i) Since DGS has, as a matter of policy, determined that all hard drives contain information that is confidential or sensitive, the Contractor shall, at its discretion, either remove and destroy any hard drive from the Leased Property or clean the hard drive to Office of Administration/U.S. Department of Defense standards, and the Contractor shall provide written certification to the Lessee that the hard drive has been destroyed or cleaned to Office of Administration/U.S. Department of Defense standards.
- (ii) Except in the event of a total loss of any or all Leased Property as described in Subsection (e) of this Section, and except for any costs associated with the removal, destruction, and cleaning of any hard drives, the Lessee shall pay any costs the Contractor/Initial Assignee incurs to restore the Leased Property to good operating condition in accordance with the Contract specifications. All parts the Contractor/Initial Assignee may remove and replace shall become the Contractor's/Initial Assignee's property.
- (iii) The Contractor's/Initial Assignee's costs associated with the cleaning of any hard drive to Office of Administration/U.S. Department of Defense standards and the removal and destruction of any hard drive(s) shall be included in the rental amount. The Lessee shall not be required to pay additional charges for the Contractor's/Initial Assignee's cleaning of a hard drive to Office of Administration/U.S. Department of Defense standards nor for the Contractor's/Initial Assignee's removal and destruction of any hard drive(s) upon the return of a Leased item.

### ~~(n) Compliance with Internal Revenue Code~~

- ~~(i) Tax Exempt Financing. If it intends to provide tax exempt financing, the Contractor/Initial Assignee must file, in timely fashion, any reports the Internal Revenue Service may require with respect to the order under the Internal Revenue Code (IRC). The Lessee shall cooperate with the Contractor/Initial Assignee in the preparation and execution of these documents. The Lessee shall also keep a copy of each notification of assignment with the Lessee's counterpart of the order and shall not, during the Lease term, permit the Leased Property to be directly or indirectly~~

## Appendix A, CONTRACT TERMS AND CONDITIONS

~~used for a private business use within the meaning of Section 141 of the IRC.~~

- ~~(ii) Governmental status. Eligible Lessees include State entities or political subdivisions of a State for the purpose of Section 103(a) of the IRC as well as tax exempt non-profit corporations and entities under 501(c)(4) of the IRC. Any misrepresentation of a Lessee's status under the IRC shall constitute an event of default by the Lessee. If the Internal Revenue Service rules that the Lessee does not so qualify under either Section 103(a) or 501(c)(4) of the IRC, or if the Lessee fails to cooperate with the Contractor/Initial Assignee in the preparation and execution of any reports required under Section 124 or 149 of the IRC (including 8038G and 8038GC forms), the Lessee will, upon demand, pay the Contractor/Initial Assignee a sum the Contractor/Initial Assignee determines sufficient to return the Contractor/Initial Assignee to the economic status it would otherwise have received.~~

### ~~(n)~~ **(n) Governing Law**

All Leases made under these Leasing Terms and Conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, except that the parties agree that Article 2A of the Uniform Commercial Code shall not apply or govern transactions under these Leasing Terms and Conditions.

### ~~(p)~~ **(o) Notices**

Service of all notices under these Leasing Terms and Conditions shall be sufficient if delivered to the Lessee at the address set forth in the applicable Lease PO, or to the Contractor/Initial Assignee at the address set forth in its acknowledgment of the Lease PO, including any attached document. Notices by mail shall be effective when deposited in the U.S. mail, properly addressed, with sufficient paid postage. Notices delivered by hand or by overnight courier shall be effective when actually received.

### **V.51. CONTRACT-045.1 Insurance - General (Dec 12 2006)**

The Contractor is required to have in place during the term of the Contract and any renewals or extensions thereof, the following types of insurance, issued by companies acceptable to the Commonwealth and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania:

- (a) **Worker's Compensation Insurance** for all of the Contractor's employees and those of any subcontractor, engaged in work at the site of the project as required by law.

## Appendix A, CONTRACT TERMS AND CONDITIONS

- (b) **Public Liability and Property Damage Insurance** to protect the Commonwealth, the Contractor, and any and all subcontractors from claims for damages for personal injury (including bodily injury), sickness or disease, accidental death and damage to property including the loss of use resulting from any property damage, which may arise from the activities performed under the Contract or the failure to perform under the Contract, whether such performance or non-performance be by the Contractor, by any subcontractor, or by anyone directly or indirectly employed by either. The minimum amounts of coverage shall be \$250,000 per person and \$1,000,000 per occurrence for bodily injury, including death, and \$250,000 per person and \$1,000,000 per occurrence for property damage. Such policies shall be occurrence rather than claims-made policies and shall not contain any endorsements or any other form designated to limit and restrict any action by the Commonwealth, as an additional insured, against the insurance coverage in regard to work performed for the Commonwealth.

Prior to commencement of the work under the Contract and at each insurance renewal date during the term of the Contract, the Contractor shall provide the Commonwealth with current certificates of insurance. These certificates or policies shall name the Commonwealth as an additional insured and shall contain a provision that the coverage's afforded under the policies will not be cancelled or changed until at least **thirty (30) days** written notice has been given to the Commonwealth.

The Commonwealth shall be under no obligation to obtain such certificates from the Contractor(s). Failure by the Commonwealth to obtain the certificates shall not be deemed a waiver of the Contractor's obligation to obtain and furnish certificates. ~~The Commonwealth shall have the right to inspect the original insurance policies.~~

### V.52. CONTRACT-051.1 Notice (Dec 2006)

Any written notice to any party under this Contract shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.) with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, and sent to following:

- (a) If to the Contractor: the Contractor's address as recorded in the Commonwealth's Supplier Registration system.
- (b) If to the Commonwealth: the address of the Issuing Office as set forth on the Contract.

## Appendix A, CONTRACT TERMS AND CONDITIONS

### V.53. CONTRACT-052.1 Right to Know Law (Feb 2010)

- (a) The Pennsylvania [Right-to-Know Law](#), 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- (b) If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- (c) Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
  - (i) Provide the Commonwealth, within **ten (10) calendar days** after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
  - (ii) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- (d) If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within **seven (7) calendar days** of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- (e) The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within **five (5) business days** of receipt of written notification of the Commonwealth’s determination.
- (f) If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm

## Appendix A, CONTRACT TERMS AND CONDITIONS

that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.

- (g) The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- (h) The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- (i) The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

### V.54. CONTRACT-053.1 Enhanced Minimum Wage Provisions (July 2018)

- (a) **Enhanced Minimum Wage.** Contractor/Lessor agrees to pay no less than **\$12.00** per hour to its employees for all hours worked directly performing the services called for in this Contract/Lease, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least **twenty per cent (20%)** of their time performing ancillary services in a given work week.
- (b) **Adjustment.** Beginning July 1, 2019, and annually thereafter, the minimum wage rate shall be increased by **\$0.50** until July 1, 2024, when the minimum wage reaches **\$15.00**. Thereafter, the minimum wage rate would be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
- (c) **Exceptions.** These Enhanced Minimum Wage Provisions shall not apply to employees:
  - (i) exempt from the minimum wage under the [Minimum Wage Act](#) of 1968;



## Appendix A, CONTRACT TERMS AND CONDITIONS

- (ii) covered by a collective bargaining agreement;
  - (iii) required to be paid a higher wage under another state or federal law governing the services, including the [Prevailing Wage Act](#) and Davis-Bacon Act; or
  - (iv) required to be paid a higher wage under any state or local policy or ordinance.
- (d) **Notice.** Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.
- (e) **Records.** Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
- (f) **Sanctions.** Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
- (g) **Subcontractors.** Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.

### V.55. OWNERSHIP RIGHTS

- (a) **Product License.** The Contractor grants the Commonwealth a non-exclusive license to use the software required to operate the Supplies.
- (b) **Contractor Intellectual Property.** The Commonwealth acknowledges that Contractor has previously developed software and related processes, instructions, methods, and techniques, and that the same shall remain the sole and exclusive property of Contractor. Contractor retains ownership of all Contractor Intellectual Property that Contractor delivers to the Commonwealth pursuant to this Contract.
- (c) **Commonwealth Intellectual Property and Data.** The Commonwealth owns all Data and Intellectual Property provided to the Contractor pursuant to this Contract or collected or generated by the Contractor on behalf of the Commonwealth pursuant to this Contract. Commonwealth grants Contractor a non-exclusive, royalty-free, license to use, copy, display, and prepare derivative works of the Commonwealth's Intellectual Property and Data only to fulfill the purposes of

## Appendix A, CONTRACT TERMS AND CONDITIONS

this Contract. The Commonwealth's license to Contractor is limited by the terms of this Contract.

- (d) **Click-Through Terms.** The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the Commonwealth. Other terms and conditions included in click-through agreements or referenced in the Contractor's quotations, invoices, business forms, or other documentation shall not become part of this Contract and shall be disregarded by the parties. Any such terms shall be unenforceable by the Contractor and not binding on the Commonwealth.
  
- (e) **No Transfer of Right, Title or Interest.** Except as expressly set forth in this Contract, nothing in this Contract shall be construed as granting to or conferring upon Contractor, any right, title, or interest in any physical or intellectual property that is now owned or subsequently owned by the Commonwealth or any third party. Except as expressly set forth in this Contract, nothing in this Contract shall be construed as granting to or conferring upon the Commonwealth, any right, title, or interest in any physical or intellectual property that is now owned or subsequently owned by the Contractor.

**Appendix D, SERVICE LEVEL AGREEMENTS (SLA)**

SLA #	Performance Metric	Performance Target	Definition	Frequency of Review	Penalty for Failure to Perform
1	Agency Inquiry Response Time	95%	<p>The Contractor must return phone calls or respond to emails within a maximum of four business hours after a phone call is placed or an email is received. Each Incoming Request returned <b>after</b> four (4) hours (240 minutes) = Missed Response.</p> <p><b>Calculation:</b> (Total Responses – Missed Responses) / Total Responses</p>	Monthly	N/A
2	Quote response time for Equipment and Services	100%	<p><del>The Contractor must provide quotes within five (5) business day for Equipment and Services currently in the Contractor’s catalog to the requesting agency. Each requested Quote for Standard Catalog Equipment and Services delivered <b>after</b> five (5) business day = Missed Quote</del></p> <p><b>HP Proposed Response:</b> HP Respectfully requests the removal of this performance Metric. The majority of agencies are using the Commonwealth portal for quotes and order submissions managed by the HP Diversity Partner.</p>	Per Order	<del>N/A</del> 2% credit on the order resulting from the quote.
3	Order Delivery for Equipment and Services	100%	<p>The Contractor must make the required delivery time within fifteen (15) business days after receipt of an order. Dates will be agreed upon between the agency and Contractor. Each Order Delivered <b>after</b> the standard fulfillment time of fifteen (15) business days = Missed Order.</p> <p><b>HP Proposed Response:</b> HP Respectfully requests the removal of services from this metric since services are based on the customer timeframe as mutually agreed by the parties.</p>	Per Order	5% credit on the total cost per order.

**Appendix D, SERVICE LEVEL AGREEMENTS (SLA)**

4	Incorrect shipment to the Commonwealth agency.	<u>98%</u> <del>100%</del>	<p>The Contractor must make delivery within fifteen (15) business days after receipt of an order. Dates will be agreed upon between the agency and Contractor.</p> <p><b>HP Proposed Response:</b> HP respectfully requests that this change to 98% of the time since incorrect shipments is not typically an issue that occurs but may from a general course of business perspective due to transportation or incorrect items ordered.</p>	Per Order	5% credit on the total cost per order.
5	Fix-time (Measured from the time the Commonwealth makes a service call to the Contractor, to the time the equipment is returned to full and complete working order during the original warranty period).	100%	<p>The Contractor must resolve at least 95% of the service calls made by each agency, each month, in a fix-time of no more than twelve (12) business hours from the time the trouble ticket was submitted.</p> <p><b>Calculation:</b> Resolved (fixed) Service Calls by Agency / Total Service Calls by Agency</p>	Monthly	2% credit based on the total value of the Equipment when originally purchased.
6	Quarterly Reports	100%	<p>The Contractor must provide the Commonwealth with quarterly reports detailing equipment purchasing activity, performance and customer satisfaction. The reports must be provided to the Commonwealth no later than fifteen (15) business days after the end of the quarter.</p> <p><b>Calculation:</b> n/a</p>	Monthly	N/A
7	Monthly Reports	100%	<p>The Contractor must provide the Commonwealth with monthly reports detailing delivery metrics, response/fix-time metrics, and the status of outstanding issues. The reports must be provided to the Commonwealth no later than ten (10) business days after the end of the month.</p> <p><b>Calculation:</b> n/a</p> <p><b>Calculation:</b> (Total end of life instances – Missed end of life notifications) / Total end of life instances.</p>	Monthly	N/A

## **Appendix D, SERVICE LEVEL AGREEMENTS (SLA)**

The Contractor must reimburse the Commonwealth within forty-five (45) days of the missed SLA. The Contractor must pay the service credits by deducting the amount from the resulting order (SLAs 2, 3, and 4) or by sending a check addressed to the Commonwealth of Pennsylvania for the amount of the service credit (SLA 5). The Contractor must attach, along with its check, a breakdown of the reimbursement which includes, at a minimum: Commonwealth agency, SRM purchase order number and reimbursement amount.

All checks must be sent to the following address:

Office of Comptroller Operations  
Revenue & Cash Management  
555 Walnut St., 9th Floor  
Harrisburg PA 17101-1925

If the Contractor fails to meet a performance target as described in the Service Level Agreement for three consecutive months, the Commonwealth will require the Contractor to submit a corrective action plan to meet the Service Level Agreement. The Commonwealth reserves the right to terminate the Contract according to the terms of Appendix A.

## Attachment 2 – HP Response to Question 1.1.6 Accessibility Needs

**1.1.6** Accessibility Needs. The Commonwealth’s Executive Order 2016-03 - Establishing “Employment First” Policy and Increasing Competitive Integrated Employment for Pennsylvanians with a Disability, states that Commonwealth employees with disabilities may require accommodations of assistive technology in order to perform the functions of their jobs. The Commonwealth will further the objectives of providing appropriate accommodation and support through the contracts resulting from this procurement. Contractors must provide an accessibility plan and assistive technology for the products and services of this procurement, as applicable. If applicable, please upload provide an accessibility plan and assistive technology. See [https://www.oa.pa.gov/Policies/eo/Documents/2016\\_03.pdf](https://www.oa.pa.gov/Policies/eo/Documents/2016_03.pdf) for additional information.

**Response:**

HP’s accessibility plan for the Commonwealth is:

- 1) To primarily use the assistive technology features provided within the operating system (e.g. Ease of Access in Microsoft Windows) and our inclusive designs, and
- 2) To supplement with suitable third-party assistive technology found in the marketplace for specific user needs, which then provide dedicated support for their products.

HP Workstations are designed to industry standards and operating system specifications and for ease of use by the widest range of users, including the diverse community of people with disabilities and age-related limitations. Third-party assistive technology that implements to the same industry standards and OS specifications would be compatible.

HP products and services include design goals to conform to ICT accessibility standards (e.g. U.S. Revised Section 508 standard and WCAG 2.0 level A and AA) to the greatest extent practicable. Detailed information on how each product conforms to ICT accessibility standards are documented in individual HP product accessibility conformance reports published on hp.com at [www.hp.com/accessibility](http://www.hp.com/accessibility).



Data sheet

# HP ZCentral Remote Boost

Set your power users free



HP ZCentral Remote Boost (formerly known as HP Remote Graphics Software) is the latest pro-grade solution that harnesses the power of a Z Workstation. Give your power users the performance boost they need to tackle their most demanding, graphics-intensive projects from anywhere.

## **TURN YOUR DEVICE INTO A Z**

Now, with our revolutionary software, your power users can get a transformative remote experience. Give them fast responsiveness and image quality, even with film editing and big data visualizations<sup>1</sup>. Plus, ZCentral Remote Boost is compatible with Windows, MacOS, and Linux<sup>®3</sup>.

## **PRO-GRADE COLLABORATION**

Our proprietary remote collaboration technology allows global teams to work together in real-time, even on 3D models.

## **SECURELY ACCESS YOUR DATA**









Regardless of what's sent over the network, your information is always encrypted. ZCentral Remote Boost transfers pixels only, so your data remains locked down.

## **Global reassurance**

Each License to use (LTU) of HP ZCentral Remote Boost requires the purchase of 1-year of ZCentral Remote Boost Software Support Service available on [hp.com/ZCentralRemoteBoost](https://hp.com/ZCentralRemoteBoost). This service includes 1-year of phone-in technical support. (Check <https://www8.hp.com/us/en/contact-hp/ww-contact-us.html> for availability for your country)

With **ZCentral Remote Boost**, you get a remote experience developed specifically for the demanding, graphic intensive work for creatives and power users.

## ZCENTRAL REMOTE BOOST FEATURES

<b>DYNAMIC RESIZING</b> 	Locally resize the remote display without changing the resolution of the remote workstation. Remote collaborators can each resize independent of each other	<b>TOUCH GESTURES<sup>5</sup></b> 	Zoom, tap and swipe your way to productivity with the ability to control any application.
<b>4K<sup>2</sup> &amp; MULTI-DISPLAY SUPPORT</b> 	ZCentral Remote Boost supports 4K <sup>2</sup> and multi-display setups, so your users can have the flexibility to work from almost any end-point device <sup>5</sup> .	<b>REMOTE USB</b> 	With local control and access, you can virtually attach or block a USB device to a remote system <sup>6</sup> .
<b>GRAPHICS HARDWARE ACCELERATION</b> 	Achieve optimal performance, even with low network bandwidth. With Advanced Video Compression (AVC), the pixels being sent over the network are compressed to improve your frame rate <sup>4</sup> .	<b>OPERATING SYSTEMS</b> 	Our software is compatible with most desktop operating systems including Windows, MacOS and Linux <sup>®</sup> . No need to install any extra drivers or app updates for supported operating systems.
<b>HP VELOCITY</b> 	Break free of your network limitations with HP Velocity. Our software improves latency in wide area networks and increases network traffic tolerance, for solid performance even over poor connections.	<b>SOFTWARE INCLUDED<sup>1</sup></b> 	You don't need any additional infrastructure costs to start working and collaborating remotely. ZCentral Remote Boost is available for download on all Z devices <sup>1</sup> , available for purchase on non-Z systems and supported on most operating systems.

**ZCentral** is designed to empower your global workforce. Try before you buy: 60-day evaluation license, software, user guides and white papers available for download from our website: [hp.com/ZCentralRemoteBoost](http://hp.com/ZCentralRemoteBoost)

1. HP ZCentral Remote Boost does not come preinstalled on Z Workstations but can be downloaded and run on all Z desktop and laptops without license purchase. With non-Z sender devices, purchase of perpetual individual license or perpetual floating license per simultaneously executing versions and purchase of ZCentral Remote Boost Software Support is required. ZCentral Remote Boost requires Windows, RHEL (7 or 8), UBUNTU 18.04 LTS, or HP ThinPro 7 operating systems. MacOS (10.13 or newer) operating system is only supported on the receiver side. Requires network access. The software is available for download at [hp.com/ZCentralRemoteBoost](http://hp.com/ZCentralRemoteBoost).
2. 4K display for 4K resolution sold separately.
3. HP ZCentral Remote Boost requires a Windows (10 or 7 SP2), RHEL (6, 7 or 8), UBUNTU 18.04 LTS, or HP ThinPro operating system. MacOS (10.13 or newer) operating system is only supported on the receiver side.
4. Graphics hardware acceleration is only supported on Windows and Linux<sup>®</sup> end-point, receiving devices. Not supported on MacOS.
5. Windows 10 is required on the receiving, end-point device for all Windows and Linux<sup>®</sup> applications.
6. Not all USB devices supported. Remote USB not supported on Linux<sup>®</sup> sender. See user guide for more on USB devices.

**Liberate the Work.**

**Centralize the Power.**

[ZCentral@hp.com](mailto:ZCentral@hp.com)

[www.hp.com/zcentral](http://www.hp.com/zcentral)

[www.hp.com/zcentralremoteboost](http://www.hp.com/zcentralremoteboost)

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4AA7-7180ENW, March 2020





# ZCentral Remote Boost Specs

<b>Supported Platforms</b>	Supported on Personal Computers, thin clients or virtual machines that meet the minimum system requirements. (listed in this document)
<b>ZCentral Remote Boost Software Elements</b>	ZCentral Remote Boost (Sender) ZCentral Remote Boost (Receiver)
<b>Supported Operating Systems</b>	Windows 10 RHEL 7.7 or 8.1 or newer UBUNTU 18.04 LTS HP ThinPro 7 operating system MacOS 10.13 or newer (Receiver only)
<b>System Requirements</b>	Sender (remote) performance benefits from NVIDIA graphics and multiple cores Receiver (local) performance benefits from multiple cores Systems with integrated graphics benefit from populating all memory channels
<b>Advanced Video Compression (AVC) feature requirements</b>	AVC sender GPU encoding: NVIDIA® Quadro® K2000 or greater with the most current NVIDIA driver AVC receiver decoding: 2 cores or more running at 2 GHz
<b>Software Languages</b>	English
<b>HP Support</b>	Each License to use (LTU) of HP ZCentral Remote Boost requires the purchase of 1-year of ZCentral Remote Boost Software Support Service available on <a href="http://hp.com/ZCentralRemoteBoost">hp.com/ZCentralRemoteBoost</a> . This service includes 1-year of phone-in technical support. (Check <a href="https://www8.hp.com/us/en/contact-hp/www-contact-us.html">https://www8.hp.com/us/en/contact-hp/www-contact-us.html</a> for availability for your country)
<b>Software License Terms</b>	See License Terms at purchase

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# HP ZCENTRAL REMOTE BOOST

## ZCENTRAL OVERVIEW

### Q: What is ZCentral?

ZCentral is intended as a complete end-to-end, high performance remote workstation solution. It is a combination of hardware and software, including our rack mountable Z desktop workstations, the ZCentral Remote Boost software, and the ZCentral Connect software.

### Q: What are the components of ZCentral?

Z desktops, ZCentral Remote Boost, ZCentral Connect and compatible end-point devices like HP Elitebooks, HP ThinClients, or MacOS devices. This document will focus on FAQs for ZCentral Remote Boost. FAQs for ZCentral Connect are available at [hp.com/ZCentral](http://hp.com/ZCentral).

## ZCENTRAL REMOTE BOOST OVERVIEW

### Q: Does ZCentral Remote Boost work on non-HP hardware?

ZCentral Remote Boost should work on any hardware/software combo that meets the system requirements and support matrix in the Quick Specs at [hp.com/ZCentralRemoteBoost](http://hp.com/ZCentralRemoteBoost). For support purposes, customers must be able to reproduce any issue on an HP system listed in the support matrix with an HP factory-installed image.

### Q: Who uses ZCentral Remote Boost?

ZCentral Remote Boost (formerly known as HP Remote Graphics Software) can be implemented across many industry segments for remote workstations and collaboration including architecture, engineering and construction, education, financial services, geospatial, media and entertainment, oil and gas, product development, and more.



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## Q: What is the sender or receiver for ZCentral Remote Boost?









There are two parts to ZCentral Remote Boost. The sender software, which gets installed on the workstation that is running your professional applications, and the receiver part, which gets installed on the thin client, tablet, or PC you will be connecting from. The receiver is a free download for Windows, Linux®, and MacOS®.

## Q: How does ZCentral Remote Boost work?

ZCentral Remote Boost works by analyzing the image of the remote workstation and sending an encrypted and encoded stream to the client devices. The keyboard, mouse, and USB devices on the client devices are sent back to the remote workstation. The end result is complete control of a remote or virtual workstation that looks and feels as though you were physically working from your workstation, with all of its applications, data, graphics, and processing power.

## Q: What are the features of ZCentral Remote Boost?

### ZCentral Remote Boost Key Features:

<b>Dynamic Resizing</b>		Locally resize the remote display without changing the resolution of the remote workstation. Remote collaborators can each resize independent of each other
<b>4K² &amp; Multi-Display Support</b>		ZCentral Remote Boost supports 4K² and multi-display setups, so your users can have the flexibility to work from almost any end-point device <sup>5</sup> .
<b>Graphics Hardware Acceleration</b>		Achieve optimal performance, even with low network bandwidth. With Advanced Video Compression (AVC), the pixels being sent over the network are compressed to improve your frame rate <sup>4</sup> .
<b>HP Velocity</b>		Break free of your network limitations with HP Velocity. Our software improves latency in wide area networks and increases network traffic tolerance, for solid performance even over poor connections.
<b>Touch Gestures</b>		Zoom, tap and swipe your way to productivity with the ability to control any application.
<b>Remote USB</b>		With local control and access, you can virtually attach or block a USB device to a remote system <sup>6</sup> .
<b>Operating Systems</b>		Our software is compatible with most desktop operating systems including Windows, MacOS® and Linux®. No need to install any extra drivers or app updates for supported operating systems.
<b>Software Included<sup>1</sup></b>		You don't need any additional infrastructure costs to start working and collaborating remotely. ZCentral Remote Boost is available for download on all Z devices <sup>1</sup> , available for purchase on non-Z systems and supported on most operating systems.

## ZCENTRAL REMOTE BOOST SUPPORT

Each License to Use (LTU) of HP ZCentral Remote Boost requires the purchase of 1-year of ZCentral Remote Boost Software Support Service available on [hp.com/ZCentralRemoteBoost](http://hp.com/ZCentralRemoteBoost). This service includes 1-year of phone-in technical support (Check [here](#) for availability in your country).

## Q: Does ZCentral Remote Boost work with virtual desktops?

ZCentral Remote Boost can work on physical or virtual desktops. See the support matrix in the ZCentral Remote Boost User Guide for more details.

## Q: Does ZCentral Remote Boost run on a Windows 10 tablet?

Yes, ZCentral Remote Boost includes many touch features which can turn a Windows 10 tablet into a true productivity device for workstation users. In many cases you can take an application written for Windows that does not understand touch and make it touch aware with ZCentral Remote Boost.

## Q: Does ZCentral Remote Boost run on an iPad?

Not at this time.



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### Q: Does ZCentral Remote Boost run on an Android tablet?

Not at this time.

### Q: Does ZCentral Remote Boost run on a Mac?

Yes, ZCentral Remote Boost Receiver runs on MacOS<sup>®2</sup>. Other supported operating systems are shown at [hp.com/ZCentralRemoteBoost](http://hp.com/ZCentralRemoteBoost).

### Q: Does ZCentral Remote Boost support devices like 3Dconnexion SpaceMouse and Wacom tablets?

Yes, you can use a 3Dconnexion SpaceMouse with ZCentral Remote Boost. To do this, you will have to use a feature in ZCentral Remote Boost called Auto-Remote that is covered in the ZCentral Remote Boost User Guide.

Wacom tablets are currently supported from Linux Receivers to Linux Senders. While we work to upgrade our support for Pen and Touch devices on other operating systems, third party applications may meet your Wacom connectivity needs when used in conjunction with ZCentral Remote Boost. [VirtualHere](#) and [USB Network Gate](#) are available options.

Both consist of two applications, “server” and “client”. The server runs on the machine where the USB device is plugged in directly. The client runs on the machine which will connect to that USB device over the network. Note that this is the opposite of how we think about Remote Boost.

#### Integrating with ZCentral Remote Boost

1. Install the appropriate pen driver on both the receiver and sender systems.
2. Install the 3rd party “server” application on the receiver system.
3. Install the 3rd party “client” application on the sender system.
4. Enable sharing of the desired device. It is recommended that you use a password for any device made available on the internet. This is done differently depending on the 3rd party application, and the details can be found on the documentation sites.
5. Open HP ZCentral Remote Boost receiver application. Go into settings, under the “Connection” tab, and uncheck “Enable Remote USB”. This is done so the receiver doesn’t conflict with the 3rd party software.
6. Connect to the sender system with ZCentral Remote Boost.
7. On the sender system, open the 3rd party “client” application, add a new device with the receiver IP / Hostname.
8. If the receiver system is behind a NAT or a firewall, you may need to use a reverse connection. Details are available in the documentation for the 3rd party software.

## PERFORMANCE AND FEATURES

### Q: What should I do if performance is poor?

The Image Quality Slider is a good first step for fine tuning performance with your network connection. It can be found in the tool bar or the performance tab under settings. If bandwidth is really constrained, you can also try the Advanced Video Compression option which is ideal for video or video-like content. Also reference the ZCentral Remote Boost User Guide for more tips on optimizing performance.

### Q: Can I access my work computer from home?

The computer you want to connect to needs to be on the same network. If you want to connect to a work computer from home, you will need access to your work network via a VPN in order to connect with ZCentral Remote Boost. For issues with firewalls, please see the ZCentral Remote Boost User Guide.

### Q: Can I access my Linux<sup>®</sup> applications and desktops?

Absolutely. ZCentral Remote Boost is ideal for running Linux<sup>®</sup> applications remotely. You can even connect a Linux<sup>®</sup> sender to Windows receiver, and vice-versa. ZCentral Remote Boost does not remote just the application window like with X-Windows, but remotes the entire desktop.



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### Q: What do I do about poor network performance?

ZCentral Remote Boost uses a smart, proprietary, context-aware codec which intelligently sends only the pixels that change. This means that the bandwidth required for a ZCentral Remote Boost connection can vary greatly depending on what is happening on your screen. You can have a solid connection with just 3-5 Megabits per second of bandwidth; however, if the screen is in constant motion like a fullscreen movie, the bandwidth usage can be much higher.

ZCentral Remote Boost optimizes performance on bandwidth-constrained networks in the following 3 ways:

1. You can adjust the image quality to reduce the required bandwidth and improve the responsiveness and frame rate.
2. For watching videos, you can also enable the Advanced Video Compression feature that greatly reduces the needed bandwidth. Note, however, that this feature is not ideal for content with fine lines, such as 3D movement of wire frame images.
3. HP Velocity provides increased network performance by optimizing communications between the sender and receiver.

### Q: What is HP Velocity and how will it help?

HP Velocity is a quality-of-service tool that can greatly improve the connection experience of ZCentral Remote Boost when network conditions are not ideal. A one-time activation is required to enable this feature.

### Q: What is Advanced Video Compression (AVC) and how will it help?

AVC is an optional setting in ZCentral Remote Boost which uses a modern video codec for image compression. It is ideal for reducing the bandwidth used by ZCentral Remote Boost when streaming video content. It is not recommended when working with wire frames or fine lines as screen artifacts may appear.

A one-time activation is required to enable this feature.

The user can choose to put the encoding burden on the CPU or GPU with AVC mode. Note that AVC is currently only available for single-screen connection in GPU mode.

### Q: If I don't have internet access, how can I activate AVC and HP Velocity?

It is best to find a way to allow internet access from your receiver systems. Only the receiver requires internet access to activate these advanced features. If this will not be possible, please contact HP Support for alternative routes to activating these advanced features.

### Q: Can ZCentral Remote Boost work in a wireless local area network setup?

Yes. ZCentral Remote Boost includes HP Velocity to optimize the connection over local area wireless networks. ZCentral Remote Boost performance will depend on the quality of the connection.

### Q: Can ZCentral Remote Boost work through VPN?

Yes. ZCentral Remote Boost can be used over most virtual private network connections. ZCentral Remote Boost performance will depend on the quality of the VPN connection; however, HP Velocity (integrated with ZCentral Remote Boost) will help to optimize the experience over poor network connections.

### Q: Can I connect to multiple remote workstations at the same time?

Yes. There is a feature called Directory Mode which allows you to automatically launch multiple ZCentral Remote Boost session windows and connect to different workstations. See Directory Mode in the ZCentral Remote Boost User Guide for more details.

### Q: Can multiple people connect to and share the same workstation?

Yes. This is called collaboration, and it is built directly into ZCentral Remote Boost. Any time two or more people connect to the same machine with different credentials, they will begin a collaboration session. Whoever was logged in first is the primary user and must accept requests for others to join the collaboration session. See Collaboration in the ZCentral Remote Boost User Guide for more details.



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### **Q: How many users can be connected in a collaboration session?**

There is no limit set by ZCentral Remote Boost, however, to keep the experience in sync, ZCentral Remote Boost will run at the speed of the weakest link. Eventually the network bandwidth or the system resources may limit the total number of collaborators that can connect and still have an acceptable experience.

### **Q: How can I set the resolution for ZCentral Remote Boost when the sender system does not have a display attached like a blade or server?**

If you have an NVIDIA® graphics card installed on the sender, you can add the desired resolution via the NVIDIA® control panel.

If no display is installed at all on the sender, you must force an EDID definition onto the connection in the NVIDIA® control panel. Consult the ZCentral Remote Boost User Guide for detailed instructions.

Non-NVIDIA® graphics options are not supported in this configuration.

### **Q: Can I offset the ZCentral Remote Boost window by a few pixels so that I can access my local desktop taskbar?**

There is a property in the ZCentral Remote Boost Receiver config file that allows you to offset the ZCentral Remote Boost Window so that you can mouse to the bottom of the screen and access your local desktop taskbar, even when you have matched receiver resolution and are in full screen mode. Search for “Window location and size properties” in the user guide to learn more about this property.

### **Q: Can I position the ZCentral Remote Boost window to always be located on the receivers second display and at its resolution?**

There are properties in the ZCentral Remote Boost receiver config file that allow you to position and size the ZCentral Remote Boost Window any place on the receiver system display. Search for “Window location and size properties” in the user guide to learn more about this property.

### **Q: Can I force the ZCentral Remote Boost window to be at a given display resolution upon connection?**

As long as the resolution is supported by the ZCentral Remote Boost sender, you can use properties in the ZCentral Remote Boost receiver config file to position and size the ZCentral Remote Boost Window on the receiver system display. Search for “Window location and size properties” in the user guide to learn more about this property.

### **Q: Can I remote multiple displays?**

Absolutely. ZCentral Remote Boost can remote 10+ displays if the sender and receiver system can support them. Note that required bandwidth and CPU requirements for the systems will grow with the numbers of displays and as display resolution increases.

### **Q: Does ZCentral Remote Boost make use of open-source protocols or software components?**

ZCentral Remote Boost itself is not open-source, and its proprietary protocols are closed. However, some open-source software are used in its production. ZCentral Remote Boost complies with documentation and provisioning of code as required by 3rd party licenses.

## TOUCH/TABLET FEATURES

### **Q: How many different gestures can I map to hot keys in ZCentral Remote Boost?**

In ZCentral Remote Boost, you can map eight gestures to hot keys.

### **Q: How do I know when a gesture map is ‘active?’**

ZCentral Remote Boost shows the gesture it recognizes in the top right of the screen. For sticky gestures, ZCentral Remote Boost will continue to show the gesture that was recognized until the user disables the sticky gesture by repeating the gesture.



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### Q: I want to see my remote desktop with its full native resolution on my tablet. How can I do that?

You may find that your sender has a higher resolution than your receiving tablet. By default, a tablet receiver will force the sender to match the tablet's resolution. You can disable this default behavior in the properties file. Consult the ZCentral Remote Boost User Guide for more information.

### Q: How do I click and drag with touch?

Press for a moment then drag to execute a click and drag.

### Q: How do I right click with touch?

A two-finger tap executes a right click. If you two-finger press for a moment and then drag, you can execute a right click and drag.

### Q: How do I center click or scroll with touch?

Three-finger swipe up or down executes the mouse wheel. Four-finger press executes the center mouse button. Note that you need to press and hold for a moment to execute the center mouse button press as four-finger tap will enable/disable the virtual mouse.

## PURCHASING & LICENSING

### Q: Is ZCentral Remote Boost free?

For Z by HP desktop and mobile workstations, ZCentral Remote Boost runs license-free and includes major, minor and patch updates. For use on any other hardware, the sender license must be purchased and can be found at [hp.com/ZCentralRemoteBoost](http://hp.com/ZCentralRemoteBoost).

### Q: How much does ZCentral Remote Boost cost?

Please check with your HP Sales Representative for all the pricing information.

### Q: Are their pricing breaks for a bulk number of licenses?

Please contact your HP Sales Representative to discuss if there are possible price breaks.

### Q: What types of licenses are available, and what are the differences?

ZCentral Remote Boost has a few choices for licenses:

- The standard license is installed on the ZCentral Remote Boost Sender workstation with your professional applications.
- There is also a floating license which is installed on a licensing server and "served" to users on a first-come, first-served basis, up to the number of licenses purchased. This floating license costs more than the standard license because of this flexibility.
- HP also offers 90-day trial licenses<sup>7</sup> at [hp.com/ZCentralRemoteBoost](http://hp.com/ZCentralRemoteBoost).

### Q: What is the difference between the ZCentral Remote Boost Sender and the ZCentral Remote Boost Receiver for licensing?

The sender requires a license, which must either be purchased or is included at no charge on Z by HP desktop and mobile workstations. The receiver is a free download for Windows, Linux®, and MacOS® and does not require a license to run.

### Q: Can I try before I buy? Is there a trial license for ZCentral Remote Boost?

Yes. There is a 90-day trial license<sup>7</sup> available at [hp.com/ZCentralRemoteBoost](http://hp.com/ZCentralRemoteBoost).

### Q: Can I purchase licenses for HP Remote Graphics Software 7 after ZCentral Remote Boost is available?

If you are looking to expand your existing HP Remote Graphics Software 7 install base but are not ready to upgrade to the latest version of ZCentral Remote Boost, you can purchase licenses for the latest version, but use them with HP Remote Graphics Software 7. HP ZCentral Remote Boost is available for download at [hp.com/ZCentralRemoteBoost](http://hp.com/ZCentralRemoteBoost).



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### Q: Can I run new versions of ZCentral Remote Boost for free on my old HP Z Workstation?

ZCentral Remote Boost runs license-free on Z by HP Desktop Workstations and ZBooks. Download the latest version of ZCentral Remote Boost at [hp.com/ZCentralRemoteBoost](http://hp.com/ZCentralRemoteBoost).

### Q: How can I know if I will benefit from a new version of ZCentral Remote Boost?

HP posts the release notes for each version at [hp.com/ZCentralRemoteBoost](http://hp.com/ZCentralRemoteBoost). HP also offers a trial license on the same web page, so you can test out new versions of ZCentral Remote Boost in your environment.

### Q: What are the delivery methods for ZCentral Remote Boost software?

ZCentral Remote Boost sender software can be downloaded for Windows and Linux® at [hp.com/ZCentralRemoteBoost](http://hp.com/ZCentralRemoteBoost). If you are running ZCentral Remote Boost on anything other than an Z by HP desktop workstation or ZBook, the license file can be purchased via [hp.com/ZCentralRemoteBoost](http://hp.com/ZCentralRemoteBoost) and is available via electronic delivery via email. ZCentral Remote Boost receiver software is available for Windows, Linux® and MacOS® at [hp.com/ZCentralRemoteBoost](http://hp.com/ZCentralRemoteBoost).

### Q: How many licenses can we get?

There are no limits on the number of licenses for either Standard or Floating. Remember, Z systems have an embedded license and non-Z systems require a license purchase.

### Q: May I transfer a local license between machines?

If local license means transferring a ZCentral Remote Boost from a Z system to a non-Z system for use, the answer is no. There is no license to transfer as ZCentral Remote Boost looks at the system it is installed on to determine if can run license without purchase. This is at the Z hardware level and also why new images, OS or changing of hard drives do not effect the license-free use of ZCentral Remote Boost.

### Q: Can I get a free upgrade to ZCentral Remote Boost if I purchased HP Remote Graphics Software 7.7?

If you purchased HP Remote Graphics Software 7.7 on or after November 1, 2019, the existing license will work with ZCentral Remote Boost.

If you have issues or questions, please email [zcentral@hp.com](mailto:zcentral@hp.com).





EMAIL US

#### DISCLAIMERS

1. HP ZCentral Remote Boost does not come preinstalled on Z Workstations but can be downloaded and run on all Z desktop and laptops without license purchase. With non-Z sender devices, purchase of perpetual individual license or perpetual floating license per simultaneously executing versions and purchase of ZCentral Remote Boost Software Support is required. ZCentral Remote Boost requires Windows 10, RHEL (7 or 8), UBUNTU 18.04 LTS, or HP ThinPro 7 operating systems. MacOS (10.13 or newer) operating system is only supported on the receiver side. Requires network access. The software is available for download at [hp.com/ZCentralRemoteBoost](http://hp.com/ZCentralRemoteBoost).
2. 4K display for 4K resolution sold separately.
3. HP ZCentral Remote Boost requires a Windows 10, RHEL (7 or 8), UBUNTU 18.04 LTS, or HP ThinPro operating system. MacOS (10.13 or newer) operating system is only supported on the receiver side.
4. Graphics hardware acceleration is only supported on Windows and Linux® end-point, receiving devices. Not supported on MacOS.
5. Windows 10 is required on the receiving, end-point device for all Windows and Linux® applications.
6. Not all USB devices supported. Remote USB not supported on Linux® sender. See user guide for more on USB devices.
7. The 90-day free trial of HP ZCentral Remote Boost is available for non-HP sender devices. At the end of the free trial period, the software will cease to function. To continue using HP ZCentral Remote Boost, purchase of perpetual individual license or perpetual floating license per simultaneously executing versions and purchase of ZCentral Remote Boost Software Support is required. HP ZCentral Remote Boost requires Windows, RHEL (7 or 8), UBUNTU 18.04 LTS, or HP ThinPro 7 operating systems. MacOS (10.13 or newer) operating system is only supported on the receiver side. Requires network access. The software is available for download at [hp.com/ZCentralRemoteBoost](http://hp.com/ZCentralRemoteBoost).



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8/12/2020	Z2 TWR G4		
	NVIDIA		
	Quadro RTX 4000 (ZD)	Quadro RTX 5000 (ZD)	Quadro RTX 6000
3D Systems FreeForm			
3D Systems FreeForm Modeling			
3D Systems FreeForm Modeling Plus			
Adobe After Effects CC			
Adobe Illustrator CC			
Adobe Lightroom CC			
Adobe Photoshop CC			
Adobe Premiere Pro CC			
ANSYS ANSYS CFX			
ANSYS ANSYS Electromagnetics Suite			
ANSYS ANSYS Fluent			
ANSYS ANSYS Mechanical			
Autodesk 3ds Max	Supported	Supported	Supported
Autodesk Alias	No Plans	No Plans	No Plans
Autodesk AutoCAD	Certified	Certified	Certified
Autodesk Flame			
Autodesk HSMWorks	Certified	Certified	
Autodesk Inventor	Certified	Certified	Certified
Autodesk Maya	Supported	Supported	Supported
Autodesk MotionBuilder			
Autodesk Mudbox			
Autodesk Navisworks	No Plans	No Plans	No Plans
Autodesk Revit	Certified	Certified	Certified
Autodesk Softimage			
Autodesk VRED	No Plans	No Plans	Supported
Avid Media Composer			
Avid Pro Tools			
Bentley AECOSim Building Designer	Certified	Certified	
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Blackmagic Design DaVinci Resolve			
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Dassault Systemes BIOVIA	Certified	Certified	Certified
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Dassault Systemes ENOVIA DMU	Certified	Certified	Certified

Dassault Systemes ENOVIA VPM Navigator	Certified	Certified	Certified
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Dassault Systemes SOLIDWORKS Visualize	Certified	Certified	
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ESRI ArcGIS			
ESRI CityEngine			
Hexagon Geospatial Erdas Imagine			
Hexagon Geospatial GeoMedia			
Hexagon Geospatial ImageStation			
IHS Kingdom			
IHS Petra			
Landmark DecisionSpace Geosciences 10EP			
Milestone Milestone XProtect Smart Client 2016 R3 (64-bit)			
Milestone Milestone XProtect Smart Client 2017 R1 (64-bit)			
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MSC Software SimXpert	No Plans	No Plans	No Plans
Paradigm Paradigm 18 Applications			
Paradigm Paradigm 19 Applications			
PTC Creo Direct	Certified	Certified	
PTC Creo Parametric	Certified	Certified	
PTC Creo Simulate	Certified	Certified	
Schlumberger Petrel 2019			
Siemens Digital Industries Software NX	Certified	Certified	Certified
Siemens Digital Industries Software Solid Edge	Certified	Certified	Certified
Siemens Digital Industries Software TeamCenter Visualization	Certified	Certified	Certified
Siemens Digital Industries Software Tecnomatix Process Simulate	Certified	Certified	Certified
Trimble SketchUp Pro			
Vectorworks Vectorworks			

8/12/2020	Z2 TWR G4		
	NVIDIA		
	Quadro RTX 4000 (ZD)	Quadro RTX 5000 (ZD)	Quadro RTX 6000
3D Systems FreeForm			
3D Systems FreeForm Modeling			
3D Systems FreeForm Modeling Plus			
Adobe After Effects CC			
Adobe Illustrator CC			
Adobe Lightroom CC			
Adobe Photoshop CC			
Adobe Premiere Pro CC			
ANSYS ANSYS CFX			
ANSYS ANSYS Electromagnetics Suite			
ANSYS ANSYS Fluent			
ANSYS ANSYS Mechanical			
Autodesk 3ds Max	Supported	Supported	Supported
Autodesk Alias	No Plans	No Plans	No Plans
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Bentley LumenRT	Certified	Certified	
Bentley MicroStation	Certified	Certified	
Bentley OpenBuildings Designer	Certified	Certified	
Blackmagic Design DaVinci Resolve			
Blackmagic Design DaVinci Resolve Studio			
CGG GeoSoftware InsightEarth			

Dassault Systemes BIOVIA	Certified	Certified	Certified
Dassault Systemes CATIA	Certified	Certified	Certified
Dassault Systemes DELMIA	Certified	Certified	Certified
Dassault Systemes eDrawings	Certified	Certified	
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Dassault Systemes ENOVIA 3d Com Classic	Certified	Certified	Certified
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Dassault Systemes SIMULIA	Certified	Certified	Certified
Dassault Systemes SOLIDWORKS	Certified	Certified	
Dassault Systemes SOLIDWORKS Visualize	Certified	Certified	
Emerson/Roxar RMS			
ESRI ArcGIS			
ESRI CityEngine			
Hexagon Geospatial Erdas Imagine			
Hexagon Geospatial GeoMedia			
Hexagon Geospatial ImageStation			
IHS Kingdom			
IHS Petra			

Landmark DecisionSpace Geosciences 10EP			
Milestone Milestone XProtect Smart Client 2016 R3 (64-bit)			
Milestone Milestone XProtect Smart Client 2017 R1 (64-bit)			
MSC Software Adams	No Plans	No Plans	No Plans
MSC Software Apex	No Plans	No Plans	No Plans
MSC Software Mentat	No Plans	No Plans	No Plans
MSC Software MSC.Patran	No Plans	No Plans	No Plans
MSC Software SimXpert	No Plans	No Plans	No Plans
Paradigm Paradigm 18 Applications			
Paradigm Paradigm 19 Applications			
PTC Creo Direct	Certified	Certified	
PTC Creo Parametric	Certified	Certified	
PTC Creo Simulate	Certified	Certified	
Schlumberger Petrel 2019			
Siemens Digital Industries Software NX	Certified	Certified	Certified
Siemens Digital Industries Software Solid Edge	Certified	Certified	Certified
Siemens Digital Industries Software TeamCenter Visualization	Certified	Certified	Certified
Siemens Digital Industries Software Tecnomatix Process Simulate	Certified	Certified	Certified
Trimble SketchUp Pro			
Vectorworks Vectorworks			

8/12/2020	ZBook 15 G6		
	NVIDIA		
	Quadro RTX 3000	Quadro T1000 (ZB)	Quadro T2000 (ZB)
3D Systems FreeForm			
3D Systems FreeForm Modeling			
3D Systems FreeForm Modeling Plus			
Adobe After Effects CC	Supported	Supported	Supported
Adobe Illustrator CC	Supported	Supported	Supported
Adobe Lightroom CC	Supported	Supported	Supported
Adobe Photoshop CC	Supported	Supported	Supported
Adobe Premiere Pro CC	Supported	Supported	Supported
ANSYS ANSYS CFX	No Plans	No Plans	No Plans
ANSYS ANSYS Electromagnetics Suite	No Plans	No Plans	No Plans
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Autodesk Alias	No Plans	No Plans	No Plans
Autodesk AutoCAD	Certified	Certified	Certified
Autodesk Flame			
Autodesk HSMWorks	Certified	Certified	Certified
Autodesk Inventor	Certified	Certified	Certified
Autodesk Maya	Supported	Supported	Supported
Autodesk MotionBuilder			
Autodesk Mudbox			
Autodesk Navisworks	No Plans	No Plans	No Plans
Autodesk Revit	Certified	Certified	Certified
Autodesk Softimage			
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Avid Media Composer	Planned	Planned	Planned
Avid Pro Tools	Planned	Planned	Planned
Bentley AECOsim Building Designer			
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Bentley LumenRT	Certified	Certified	Certified
Bentley MicroStation	Certified	Certified	Certified
Bentley OpenBuildings Designer	Certified	Certified	Certified
Blackmagic Design DaVinci Resolve			
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<b>CGG GeoSoftware InsightEarth</b>	Supported		
<b>Dassault Systemes BIOVIA</b>	Certified	Certified	Certified
<b>Dassault Systemes CATIA</b>	Certified	Certified	Certified
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<b>Dassault Systemes SOLIDWORKS</b>	Certified	Certified	Certified
<b>Dassault Systemes SOLIDWORKS Visualize</b>	Certified	Certified	Certified
<b>Emerson/Roxar RMS</b>	In Progress 09-30-2019		
<b>ESRI ArcGIS</b>			
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<b>Hexagon Geospatial Erdas Imagine</b>			
<b>Hexagon Geospatial GeoMedia</b>			
<b>Hexagon Geospatial ImageStation</b>			
<b>IHS Kingdom</b>	Supported		
<b>IHS Petra</b>	Supported		
<b>Landmark DecisionSpace Geosciences 10EP</b>			
<b>Milestone Milestone XProtect Smart Client 2016 R3 (64-bit)</b>			



<b>Milestone Milestone XProtect Smart Client 2017 R1 (64-bit)</b>			
<b>MSC Software Adams</b>	Certified	Certified	Certified
<b>MSC Software Apex</b>	Certified	Certified	Certified
<b>MSC Software Mentat</b>	Certified	Certified	Certified
<b>MSC Software MSC.Patran</b>	Certified	Certified	Certified
<b>MSC Software SimXpert</b>	Certified	Certified	Certified
<b>Paradigm Paradigm 18 Applications</b>	Supported		
<b>Paradigm Paradigm 19 Applications</b>	Supported		
<b>PTC Creo Direct</b>	Certified	Certified	Certified
<b>PTC Creo Parametric</b>	Certified	Certified	Certified
<b>PTC Creo Simulate</b>	Certified	Certified	Certified
<b>Schlumberger Petrel 2019</b>	Supported		
<b>Siemens Digital Industries Software NX</b>	Certified	Certified	Certified
<b>Siemens Digital Industries Software Solid Edge</b>	Certified	Certified	Certified
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8/12/2020	ZBook 17 G6			
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3D Systems FreeForm Modeling Plus				
Adobe After Effects CC	Supported	Supported	Supported	Supported
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Siemens Digital Industries Software TeamCenter Visualization	Certified	Certified	Certified	Certified
Siemens Digital Industries Software Tecnomatix Process Simulate	Certified	Certified	Certified	Certified
Trimble SketchUp Pro				
Vectorworks Vectorworks				

## RECIPROCAL LIMITATIONS ACT REQUIREMENTS

Please Complete Applicable Portion of Pages 3 & 4 and Return with Bid.

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NOTE: These Requirements Do Not Apply To Bids Under \$10,000.00

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### I. REQUIREMENTS

- A.** The Reciprocal Limitations Act requires the Commonwealth to give preference to those bidders offering supplies produced, manufactured, mined or grown in Pennsylvania as against those bidders offering supplies produced, manufactured, mined or grown in any state that gives or requires a preference to supplies produced, manufactured, mined or grown in that state. The amount of the preference shall be equal to the amount of the preference applied by the other state for that particular supply.

The following is a list of states which have been found by the Department of General Services to have applied a preference for in-state supplies and the amount of the preference:

	<b>STATE</b>	<b>PREFERENCE</b>
1.	Alaska	7% (applies only to timber, lumber, and manufactured lumber products originating in the state)
2.	Arizona	5% (construction materials produced or manufactured in the state only)
3.	Hawaii	10%
4.	Illinois	10% for coal only
5.	Iowa	5% for coal only
6.	Louisiana	4% meat and meat products 4% catfish 10% milk & dairy products 10% steel rolled in Louisiana 7% all other products
7.	Montana	5% for residents * 3% for non-residents* *offering in-state goods, supplies, equipment and materials
8.	New Mexico	5%
9.	New York	3% for purchase of food only
10.	Oklahoma	5%
11.	Virginia	4% for coal only
12.	Washington	5% (fuels mined or produced in the state only)
13.	Wyoming	5%

- B.** The Reciprocal Limitations Act requires the Commonwealth to give preference to those bidders offering printing performed in Pennsylvania as against those bidders offering printing performed in any state that gives or requires a preference to printing performed in that state. The amount of the preference shall be equal to the amount of the preference applied by the other state for that particular category of printing.

The following is a list of states which have been found by the Department of General Services to have applied a preference for in-state printing and the amount of the preference:

	<b>STATE</b>	<b>PREFERENCE</b>
1.	Hawaii	15%
2.	Idaho	10%
3.	Louisiana	3%
4.	Montana	8%
5.	New Mexico	5%
6.	Wyoming	10%

- C.** The Reciprocal Limitations Act, also requires the Commonwealth to give resident bidders a preference against a nonresident bidder from any state that gives or requires a preference to bidders from that state or exclude bidders from states that exclude nonresident bidders. The amount of the preference shall be equal to the amount of the preference applied by the state of the nonresident bidder. The following is a list of the states which have been found by the Department of General Services to have applied a preference for in-state bidders and the amount of the preference:

<b>STATE</b>	<b>PREFERENCE</b>
1. Alaska	5% (supplies only)
2. Arizona	5% (construction materials from Arizona resident dealers only)
3. California	5% (for supply contracts only in excess of \$100,000.00)
4. Connecticut	10% (for supplies only)
5. Montana	3%
6. New Mexico	5% (for supplies only)
7. South Carolina	2% (under \$2,500,000.00) 1% (over \$2,500,000.00)
	This preference does not apply to construction contracts nor where the price of a single unit exceeds \$10,000.
8. West Virginia	2.5% (for the construction, repair or improvement of any buildings)
9. Wyoming	5%

<b>STATE</b>	<b>PROHIBITION</b>
1. New Jersey	For supply procurements or construction projects restricted to Department of General Services Certified Small Businesses, New Jersey bidders shall be excluded from award even if they themselves are Department of General Services Certified Small Businesses.

D. The Reciprocal Limitations Act also requires the Commonwealth not to specify, use or purchase supplies which are produced, manufactured, mined or grown in any state that prohibits the specification for, use, or purchase of such items in or on its public buildings or other works, when such items are not produced, manufactured, mined or grown in such state. The following is a list of the states which have been found by the Department of General Services to have prohibited the use of out-of-state supplies:

<b>STATE</b>	<b>PROHIBITION</b>
1. Alabama	Only for printing and binding involving "messages of the Governor to the Legislature", all bills, documents and reports ordered by and for the use of the Legislature or either house thereof while in session; all blanks, circulars, notices and forms used in the office of or ordered by the Governor, or by any state official, board, commission, bureau or department, or by the clerks of the supreme court . . ./and other appellate courts/; and all blanks and forms ordered by and for the use of the Senate and Clerk or the House of Representatives, and binding the original records and opinions of the Supreme Court . . . /and other appellate courts/
2. Georgia	Forest products only
3. Indiana	Coal
4. Michigan	Printing
5. New Mexico	Construction
6. Ohio	Only for House and Senate bills, general and local laws, and joint resolutions; the journals and bulletins of the Senate and house of Representatives and reports, communications, and other documents which form part of the journals; reports, communications, and other documents ordered by the General Assembly, or either House, or by the executive department or elective state officers; blanks, circulars, and other work for the use of the executive departments, and elective state officers; and opinions of the Attorney General.
7. Rhode Island	Only for food for state institutions.

\*If the bid discloses that the bidder is offering to supply one of the above-listed products that is manufactured, mined, or grown in the listed state, it shall be rejected. Contractors are prohibited from supplying these items from these states.

## II. CALCULATION OF PREFERENCE

In calculating the preference, the amount of a bid submitted by a Pennsylvania bidder shall be reduced by the percentage preference which would be given to a nonresident bidder by its state of residency (as found by the Department of General Services in Paragraph C<sub>above</sub>). Similarly, the amount of a bid offering Pennsylvania goods, supplies, equipment or materials shall be reduced by the percentage preference which would be given to another bidder by the state where the goods, supplies, equipment or materials are produced, manufactured, mined or grown (as found by the Department of General Services in Paragraphs A and B above).

THIS FORM MUST BE COMPLETED AND RETURNED WITH THE BID

**III. STATE OF MANUFACTURE**

All bidders must complete the following chart by listing the name of the manufacturer and the state (or foreign country) of manufacture for each item. If the item is domestically produced, the bidder must indicate the state in the United States where the item will be manufactured. **This chart must be completed and submitted with the bid or no later than two (2) business days after notification from the Issuing Office to furnish the information. Failure to complete this chart and provide the required information prior to the expiration of the second business day after notification shall result in the rejection of the bid.**

ITEM NUMBER	NAME OF MANUFACTURER	STATE (OR FOREIGN COUNTRY) OF MANUFACTURE
Workstation 1 – HP Z2 G4 Tower Workstation	HP Inc.	International Manufacturing: Mexico
Workstation 2 – HP Z2 G4 Tower Workstation	HP Inc.	International Manufacturing: Mexico
Mobile Workstation 1 – HP Zbook 15 G6	HP Inc.	International Manufacturing: China
Mobile Workstation 2 – HP Zbook 17 G6	HP Inc.	International Manufacturing: China
HP Z43 4K UHD Display (1AA85A8/A4#ABA)	HP Inc.	International Manufacturing: China
HP Z32 4K UHD Display (1AA81A8/A4#ABA)	HP Inc.	International Manufacturing: China
HP HH DVD Writer (16x RW DVD-R) (4AR67AA)	HP Inc.	International Manufacturing: China
HP Thunderbolt Dock 230W G2 w/Combo Cable (3TR87AA#ABA)	HP Inc.	International Manufacturing: Taiwan
Z24nf G2 Display (1JS07A8/A4#ABA)	HP Inc.	International Manufacturing: China
HP P27h Display (9U14A8#ABA)	HP Inc.	International Manufacturing: China
HP P274 Display (5QG36A8#ABA)	HP Inc.	International Manufacturing: China
HP E273 Display (1FH50A8/A4#ABA)	HP Inc.	International Manufacturing: China

**IV. BIDDER’S RESIDENCY**

**A.** In determining whether the bidder is a nonresident bidder from a state that gives or requires a preference to bidders from that state, the address given on the first page of this invitation to bid shall be used by the Commonwealth. If that address is incorrect, or if no address is given, the correct address should be provided in the space below:

Correct Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- B.** In order to claim the preference provided under Section I.B., Pennsylvania resident bidders must complete the following or have such information on file with the Issuing Office: **Not Applicable**
- 1.** Address of bidder's bona fide establishment in Pennsylvania at which it was transacting business on the date when bids for this contract/requisition were first solicited: \_\_\_\_\_
  - 2. a.** If the bidder is a corporation:
    - (1)** The corporation  is or  is not incorporated under the laws of the Commonwealth of Pennsylvania.
      - (a)** If the bidder is incorporated under the laws of the Commonwealth of Pennsylvania, provide date of incorporation: \_\_\_\_\_
      - (b)** If the bidder is not incorporated under the laws of the Commonwealth of Pennsylvania, it must have a certificate of authority to do business in the Commonwealth of Pennsylvania from the Pennsylvania Department of State as required by the Pennsylvania Business Corporation Law (15 P.S. §2001). Provide date of issuance of certificate of authority: \_\_\_\_\_
    - (2)** The corporation  is or  is not conducting business in Pennsylvania under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, it must register the fictitious name with the Secretary of the Commonwealth and the office of the prothonotary of the county wherein the registered office of such corporation is located as required by the Fictitious Corporate Name Act, as amended 15 P.S. §51 et seq. Corporate bidders conducting business under an assumed or fictitious name must provide date of registry of the assumed or fictitious name: \_\_\_\_\_
  - b.** If the bidder is a partnership:
    - (1)** The partnership  is or  is not conducting business in Pennsylvania under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, it must file with the Secretary of the Commonwealth and the office of the prothonotary the county wherein the principal place of business is located as required by the Fictitious Name Act of May 24, 1945, P.L. 967, as amended 54 P.S. §28.1. Partnerships conducting business under an assumed or fictitious name must provide the date of filing of the assumed or fictitious name with the Secretary of the Commonwealth: \_\_\_\_\_
    - (2)** The partnership  is or  is not a limited partnership formed under the laws of any jurisdiction other than the Commonwealth of Pennsylvania. If the bidder is an Out-of-state limited partnership, it must register with the Pennsylvania Department of State as required by the Act of July 10, 1981, P.L. 237, as amended, 59 Pa. C.S.A. §503. Out-of-state limited partnerships must provide the date of registry with the Pennsylvania Department of State: \_\_\_\_\_
  - c.** If the bidder is an individual:

He or she  is or  is not conducting business under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, he or she must file with the Secretary of the Commonwealth and the office of the prothonotary in the county wherein the principal place of business is located as required by the Fictitious Name Act of May 24, 1945, P.L. 967, as amended, 54 P.S. §28.1. Individuals conducting business under an assumed or fictitious name must provide the date of filing of the assumed or fictitious name with the Secretary of the Commonwealth: \_\_\_\_\_

**IRAN FREE PROCUREMENT CERTIFICATION FORM**

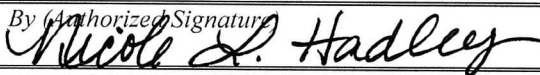
**(Pennsylvania's Procurement Code Sections 3501-3506, 62 Pa.C.S. §§ 3501-3506)**

To be eligible for an award of a contract with a Commonwealth entity for goods or services worth at least \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services ("DGS") pursuant to Section 3503 of the Procurement Code **and** is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e).

To comply with this requirement, please insert your vendor or financial institution name and complete **one** of the options below. Please note: Pennsylvania law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Section 3503 of the Procurement Code.)

**OPTION #1 - CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS **and** is eligible to contract with the Commonwealth of Pennsylvania Sections 3501-3506 of the Procurement Code.

<i>Vendor Name/Financial Institution (Printed)</i> HP Inc.	
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> Nicole Hadley, Contract Administrator	<i>Date Executed</i> 8/24/2020

**OPTION #2 – EXEMPTION**

Pursuant to Procurement Code Section 3503(e), DGS may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to enter into a contract for goods and services.

If you have obtained a written exemption from the certification requirement, please fill out the information below, and attach the written documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>



## Trade Secret/Confidential Proprietary Information Notice

Instructions:

The Commonwealth may not assert on behalf of a third party an exception to the public release of materials containing information believed to be exempt from public disclosure, including trade secrets or confidential proprietary information, unless the materials are accompanied, at the time they are submitted, by this form or a document containing similar information. In addition, in order to protect the safety and security of individuals, infrastructure, and information technology systems, the Commonwealth requires third parties to designate as confidential any information submitted by the third parties that, if disclosed, would be reasonably likely to jeopardize safety or security.

It is the responsibility of the party submitting this form to ensure that all statements and assertions made below are legally defensible and accurate. The Commonwealth will not provide a submitting party any advice with regard to Pennsylvania's *Right-to-Know Law*, [65 P.S. §§ 67.101—67.3104](#), or laws relating to trade secret or confidential proprietary information.

**Name of submitting party:**

**Contact information for submitting party:**

**Please provide a brief overview of the materials that you are submitting** (e.g. bid proposal, quote, grant application, statement of work, technical schematics):

**Please provide a brief explanation of why the materials are being submitted to the Commonwealth** (e.g. response to bid, RFP or RFQ #12345, application for grant XYZ being offered by the Department of Health, documents required to be submitted under law ABC):

Please indicate if any information has been included that you believe is exempt from public disclosure by checking the appropriate box below: *(Note: Financial information submitted in response to an RFP or IFB to demonstrate economic capability is exempt from public disclosure in accordance with Section 708(b)(26) of the Right-to-Know Law, 65 P.S. 67.708(b)(26)).*

- No information has been included that I believe is exempt from public disclosure.
- Information has been included that I believe is exempt from public disclosure.

Please provide a list detailing which portions of the material being submitted you believe are exempt from public disclosure. This includes trade secret, confidential or proprietary information, or information that if disclosed would be reasonably likely to jeopardize the safety or security of an individual, infrastructure, or information technology system. Please provide an explanation of why you think those materials constitute a trade secret, confidential or proprietary information, or why disclosure of those materials would be reasonably likely to jeopardize safety or security. Also, please mark the submitted material in such a way to allow a reviewer to easily distinguish between the parts referenced below. (You may attach additional pages if needed)

**Note:** Without substantial justification, the following information will not be considered a trade secret or confidential proprietary information:

- Any information submitted as part of a vendor’s cost response.
- Information submitted as part of a vendor’s technical response or statement of work that does not implicate safety and security, or pertain to specific business practices or product specification.
- Information submitted as part of a vendor’s technical or small diverse business and small business response that is otherwise publicly available or otherwise easily obtained.
- Information detailing the name, quantity, and price paid for any product or service being purchased by the Commonwealth.

<u>Page Number</u>	<u>Description</u>	<u>Explanation</u>

## Acknowledgment


The undersigned party hereby agrees that it has read and completed this form, and has marked the material being submitted in accordance with the instructions above. The undersigned party acknowledges that the Commonwealth is not liable for the use or disclosure of trade secret, confidential or proprietary information, or information that if disclosed would be reasonably likely to jeopardize the safety or security of an individual, infrastructure or information technology system, where that data or information has not been clearly marked as such, and which was not accompanied by a specific explanation included with this form.

The undersigned agrees to defend any action seeking release of the materials it believes to be trade secret, confidential or proprietary, or would be reasonably likely to result in a safety or security risk if disclosed. The undersigned also agrees to indemnify and hold harmless the Commonwealth, its agents and employees, from any judgments awarded against the Commonwealth in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives so long as the Commonwealth has possession of the submitted material, and will apply to all costs unless and until the undersigned provides a written statement or similar notice to the Commonwealth stating that it no longer wishes to exempt the submitted material from public disclosure.

The undersigned acknowledges that the Commonwealth is required to keep all records for at least as long as specified in its published records retention schedule.

The undersigned acknowledges that the Commonwealth reserves the right to reject the undersigned's claim that the information is trade secret, confidential, proprietary or is reasonably likely to result in a safety or security risk if disclosed, if the Commonwealth determines that the undersigned has not met the burden of establishing that the information constitutes a trade secret, confidential, or is otherwise exempt. The undersigned also acknowledges that if only a certain part of the submitted material is found to constitute a trade secret, is confidential or proprietary, or is otherwise exempt, the remainder of the submitted material will become public; only the protected information will be removed and remain nonpublic.

If being submitted electronically, the undersigned agrees that the mark below is a valid electronic signature.

  
Signature

Contract Administrator  
Title

8/24/2020  
Date

## LOBBYING CERTIFICATION FORM

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, which can be found at:

<http://www.whitehouse.gov/sites/default/files/omb/assets/omb/grants/sflllin.pdf>

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under *Section 1352, Title 31, U. S. Code*. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than **\$100,000** for such failure.

SIGNATURE: Nicole S. Hadley

TITLE: Contract Administrator DATE: 8/24/2020