



COUNTERPART NO. _____ OF _____. TO THE EXTENT THAT THIS SCHEDULE CONSTITUTES CHATTEL PAPER (AS DEFINED ON THE UCC), NO SECURITY INTEREST IN THIS SCHEDULE MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NO. 1.

STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT
SCHEDULE

Hewlett-Packard Financial Services Company¹ ("Lessor") and the County of San Bernardino for the use of and benefit of its Arrowhead Regional Medical Center, an agency, department or political subdivision of the State of California ("Lessee") are parties to the State and Local Government Master Lease Purchase Agreement identified by the Master Agreement Number specified above (the "Master Agreement"). This Schedule (which shall be identified by the Schedule Number specified above) and the Master Agreement together comprise a separate Lease between the parties. The terms and conditions of the Master Agreement are hereby incorporated by reference into this Schedule. All capitalized terms used in this Schedule without definition have the meanings ascribed to them in the Master Agreement.

1. LEASE.

A. Description of Items of Leased Equipment

Total Cost

HP Servers, Storage, Support, Software and related equipment
See attached Quotes # G12Q12807 and \$ G12Q12805
CA State upfront sales tax
TOTAL:

\$ 1,091,775.04
\$ 72,172.49
\$ 1,163,947.53

B. Term: 61 Months

2. RENT. See Attachment A

ANNUAL RATE OF INTEREST 0%

3. **LATEST COMMENCEMENT DATE:** April 30, 2012. Lessor's obligation to purchase and lease the Equipment is subject to the Acceptance Date being on or before the Latest Commencement Date.

4. **EQUIPMENT LOCATION:** 400 North Pepper Ave., Colton, CA 92324-1819

5. **SELLER:** Govplace

6. **APPROPRIATIONS:** Monies for all Rent and other payments due under the Lease for the Fiscal Period ending _____ are available from Lessee's appropriated funds for such Fiscal Period and that appropriations and/or other funds have been encumbered or designated for the payment of all Rent and other payments that shall become due under the Lease in such Fiscal Period.

7. **NON-ASSIGNABILITY BY LESSOR:** Notwithstanding any other terms or conditions set forth in the Master Agreement to the contrary, Lessor hereby agrees that it shall not and will not sell, discount, factor, hypothecate or otherwise dispose of its interest in the Equipment or this Schedule or any Lease.

8. **ADDITIONAL PROVISIONS:** NA

9. **FISCAL PERIOD:** _____

LESSOR AGREES TO LEASE TO LESSEE AND LESSEE AGREES TO LEASE FROM LESSOR THE EQUIPMENT DESCRIBED IN SECTION 1.A ABOVE. SUCH LEASE WILL BE GOVERNED BY THE MASTER AGREEMENT AND THIS SCHEDULE, INCLUDING THE IMPORTANT ADDITIONAL TERMS AND CONDITIONS SET FORTH ABOVE. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS SCHEDULE AND THE MASTER AGREEMENT, THE TERMS OF THIS SCHEDULE SHALL GOVERN. LESSEE HEREBY REPRESENTS AND WARRANTS THAT ON AND AS OF THE DATE HEREOF EACH OF THE REPRESENTATIONS AND WARRANTIES MADE BY LESSEE IN THE MASTER AGREEMENT ARE TRUE, CORRECT AND COMPLETE. UNTIL AND UNLESS LESSEE EXECUTES THIS SCHEDULE IN COMPLIANCE WITH THE TERMS HEREOF, LESSOR'S SIGNATURE HEREON SHALL OPERATE ONLY AS AN OFFER TO LESSEE TO MAKE AN OFFER TO LEASE PURSUANT TO THE TERMS HEREOF. UPON EXECUTION BY LESSEE, AND PROVIDED LESSEE IS IN COMPLIANCE WITH THE TERMS HEREOF, THIS SCHEDULE SHALL BE BINDING ON BOTH PARTIES HERETO.

¹ Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.

LESSEE:

THE COUNTY OF SAN BERNARDINO FOR THE USE AND BENEFIT OF
ITS ARROWHEAD REGIONAL MEDICAL CENTER

By: _____

_____, Chair, Board of Supervisors
Name and Title

Date

LESSOR:

HEWLETT-PACKARD FINANCIAL SERVICES COMPANY²

By:  _____

SHARL PALMER
Name and Title
OPERATIONS MANAGER

Date

3/14/12

² Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.

**ATTACHMENT A
TO
SCHEDULE TO STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT**

The first payment of Rent will be due on the acceptance date, followed annual payments thereafter.

Pmt No.	Payment Amount	Interest portion	Principal Portion	Principal Balance	2% Prepayment Premium
				\$1,163,947.53	\$23,278.95
1	\$0.00	\$0.00	\$0.00	\$1,163,947.53	\$23,278.95
2	\$232,789.51	\$0.00	\$232,789.51	\$931,158.02	\$18,623.16
3	\$232,789.51	\$0.00	\$232,789.51	\$698,368.52	\$13,967.37
4	\$232,789.51	\$0.00	\$232,789.51	\$465,579.01	\$9,311.58
5	\$232,789.51	\$0.00	\$232,789.51	\$232,789.50	\$4,655.79
6	<u>\$232,789.51</u>	<u>\$0.00</u>	<u>\$232,789.51</u>	\$0.00	\$0.00
	\$1,163,947.53	\$0.00	\$1,163,947.53		

Please note that the 2% prepayment premium is payable only in the event you prepay this lease early.

Please Initial and date here: _____
Lessee





hp financial services

Master Agreement Number 2742296092
Schedule Number 274229609200003

**STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT
ACCEPTANCE CERTIFICATE**

Hewlett-Packard Financial Services Company³ ("Lessor") and the County of San Bernardino for the use of and benefit of its Arrowhead Regional Medical Center, an agency, department or political subdivision of the State of California ("Lessee") are parties to the State and Local Government Master Lease Purchase Agreement (the "Master Agreement") and Schedule under such Master Agreement (the "Schedule") identified by the Master Agreement Number and Schedule Number, respectively, specified above. The Master Agreement and Schedule together comprise a separate Lease, that is being accepted and commenced pursuant to this Acceptance Certificate. All capitalized terms used in this Acceptance Certificate without definition have the meanings ascribed to them in the Master Agreement.

1. LEASE ACCEPTANCE. Lessee hereby acknowledges that the Equipment described in Section 1 of the Schedule, or if different, the Equipment described in the attached invoice or other attachment hereto, has been delivered to the Equipment Location specified below, inspected by Lessee and found to be in good operating order and condition, and has been unconditionally and irrevocably accepted by Lessee under the Lease evidenced by the Master Agreement and the Schedule as of the Acceptance Date set forth below. Lessee authorizes Lessor to reduce the Rent payments on the Schedule to reflect the Final Invoice Amount set forth on the attached invoice(s) if such amount is different than the Total Cost on the Schedule.

2. LESSEE ACKNOWLEDGEMENTS. Lessee hereby agrees to faithfully perform all of its obligations under the Master Agreement and the Schedule and reaffirms, as of the date hereof, its representations and warranties as set forth in the Master Agreement. Lessee hereby acknowledges its agreement to pay Lessor Rent payments, as set forth in the Schedule, plus any applicable taxes, together with all other costs, expenses and charges whatsoever which Lessee is required to pay pursuant to the Master Agreement and the Schedule, in each instance at the times, in the manner and under the terms and conditions set forth in the Master Agreement and the Schedule, respectively.

3. EQUIPMENT LOCATION. The Equipment has been installed and is located at the following Equipment Location:

400 North Pepper Ave., Colton, CA 92324-1819

4. REPRESENTATIONS AND WARRANTIES. Lessee hereby represents and warrants that on and as of the date hereof each of the representations and warranties made by Lessee in the Master Agreement are true, correct and complete.

THE COUNTY OF SAN BERNARDINO FOR THE USE AND BENEFIT OF
ITS ARROWHEAD REGIONAL MEDICAL CENTER

By: _____

Chair, Board of Supervisors
Name and Title

Acceptance Date: _____

³ Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.



hp financial services

INCUMBENCY CERTIFICATE
(State and Local Government Master Lease Agreement)

I, the undersigned being the duly appointed and acting Secretary or Clerk of The County of San Bernardino ("Lessee"), **DO HEREBY CERTIFY** that (i) I have custody of the records of Lessee; and (ii) based on an examination of such records of Lessee as of the date set forth below, the following persons in the respective capacities indicated opposite their names have been authorized to execute, with full authority to bind the Lessee to the State and Local Government Master Lease Purchase Agreement between Lessee and Hewlett-Packard Financial Services Company as lessor ("Master Agreement"), and all other agreements, documents and instruments executed and delivered and to be executed and delivered in connection therewith, including without limitation, the Master Agreement, any Schedules and Acceptance Certificates (as such terms are defined in the Master Agreement; collectively referred to as the "Documents"); and (iii) the signature set forth opposite such individual's name and title/office is the true and authentic signature of that individual; and, (iv) each such individual has (and had on the date each such individual affixed his or her signature to the Documents) the authority to enter into the Documents on behalf of the Lessee.

<u>Name</u>	<u>Title/Office</u>	<u>Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

On behalf of Lessee, I hereby certify the due and effective ratification, approval, and confirmation of all such acts and things that any of the above-referenced persons has done or may do in connection with the matters outlined above prior or subsequent to the date of this Certificate. I do further certify that the foregoing authority shall remain in full force and effect, and Hewlett-Packard Financial Services Company shall be entitled to rely upon same, until written notice of the modification, rescission or revocation of same, in whole or in part, has been delivered to Hewlett-Packard Financial Services Company, but no such modification, rescission or revocation shall, in any event, be effective with respect to any documents executed or actions taken in reliance upon the foregoing authority prior to the delivery to Hewlett-Packard Financial Services Company of said written notice of said modification, rescission or revocation. The execution and delivery of the Documents for and on behalf of Lessee is not prohibited or in any manner restricted by any law, ordinance or regulation.

IN WITNESS WHEREOF, I have duly executed this Incumbency Certificate and affixed Lessee's seal hereto this ____ day of _____, 2012.

Secretary/Clerk or duly elected or appointed and acting officer (or duly authorized designee of such officer) of

SEAL

The County of San Bernardino

Signature: _____

Print Name: _____

Title: _____

[PLEASE NOTE: THE GENERAL PURPOSE OF THIS DOCUMENT IS TO AUTHORIZE INDIVIDUALS TO SIGN THE LEASE DOCUMENTS. CONSEQUENTLY, THE PERSON PROVIDING THE AUTHORIZATION CANNOT HIM OR HERSELF BE ONE OF THE SIGNERS OF THE LEASE DOCUMENTS. - I.E. CANNOT AUTHORIZE HIM OR HERSELF].



Toll Free (888)308-8802
15707 Rockfield Blvd, Suite# 305
Irvine, CA 92618
949-297-4000
Fax: 949-297-4004
www.govplace.com
abruno@govplace.com

QUOTE

Date	Quote #
02/15/12	G12Q12805

PO#

Bill To: County of San Bernardino - ARMC
Mark Taylor
400 N. Pepper Ave
Colton, CA 92324

Phone: (909) 580-2601
Fax:

Ship To: County of San Bernardino - ARMC
Mark Taylor
400 N. Pepper Ave
Colton, CA 92324

Phone: (909) 580-2601
Fax:

Part #	Qty	Description	Unit Price	Ext. Price
HP - XenApp Hardware				
466482-B21	8	HP BLc VC-FC 8Gb 24-Port Opt Kit	\$8,189.37	\$65,514.96
591973-B21	4	HP VC Flex-10 Ent Edn for BLc7000 Opt	\$17,732.61	\$70,930.44
455883-B21	40	HP BLc 10Gb SR SFP+ Opt	\$503.37	\$20,134.80
487652-B21	8	HP BLc SFP+ 1m 10GbE Copper Cable	\$93.87	\$750.96
487655-B21	8	HP BLc SFP+ 3m 10GbE Copper Cable	\$131.67	\$1,053.36
AJ716A	48	HP 8Gb Shortwave B-series FC SFP+ 1 Pack	\$125.37	\$6,017.76
HA110A3#699	112	HP 3y Support Plus 24 SVC - For HP Internal Entitlement Purposes		
HA110A3#7XB	4	HP 3y Support Plus 24 SVC - HP VCEM BL-c7000 SW Support	\$871.50	\$3,486.00
466482-B21	2	HP BLc VC-FC 8Gb 24-Port Opt Kit	\$8,189.37	\$16,378.74
591973-B21	1	HP VC Flex-10 Ent Edn for BLc7000 Opt	\$17,732.61	\$17,732.61
455883-B21	10	HP BLc 10Gb SR SFP+ Opt	\$503.37	\$5,033.70
487652-B21	2	HP BLc SFP+ 1m 10GbE Copper Cable	\$93.87	\$187.74
487655-B21	2	HP BLc SFP+ 3m 10GbE Copper Cable	\$131.67	\$263.34
AJ716A	12	HP 8Gb Shortwave B-series FC SFP+ 1 Pack	\$125.37	\$1,504.44
HA110A3#699	28		\$0.00	\$0.00

Part #	Qty	Description	Unit Price	Ext. Price
		HP 3y Support Plus 24 SVC - For HP Internal Entitlement Purposes		
HA110A3#7XB	1	HP 3y Support Plus 24 SVC - HP VCEM BL-c7000 SW Support	\$871.50	\$871.50
UW316AS	1	HP Proactive Select Service		
HG923A1#12M	1	HP 1Y Proactive Select 180 Credit SVC - HP Proactive Select Credit SVC	\$39,168.00	\$39,168.00
456972-B21	64	HP BLc Emulex LPe1205 8Gb FC HBA Opt	\$534.87	\$34,231.68
H4396B	1	HP No Additional Support Required		

SubTotal	\$283,260.03
Sales Tax	\$19,178.76
Shipping	\$211.55
Total	\$302,650.34

Quote valid for 60 days

GOVPLACE RMA POLICY

Govplace can only accept RMAs for shipping mistakes for 30 days after the product is shipped.
Please carefully check your order against your packing slip when the order arrives.
Govplace cannot accept RMAs for non-defective items where the item box has been opened.
Govplace charges a 15% restocking fee for all accepted RMAs.
For Govplace's complete RMA policy please visit www.govplace.com/rma





Toll Free (888)308-8802
15707 Rockfield Blvd, Suite# 305
Irvine, CA 92618
949-297-4000
Fax: 949-297-4004
www.govplace.com
abruno@govplace.com

QUOTE

Date	Quote #
02/15/12	G12Q12807

PO#

Bill To: County of San Bernardino - ARMC
Mark Taylor
400 N. Pepper Ave
Colton, CA 92324

Phone: (909) 580-2601
Fax:

Ship To: County of San Bernardino - ARMC
Mark Taylor
400 N. Pepper Ave
Colton, CA 92324

Phone: (909) 580-2601
Fax:

Part #	Qty	Description	Unit Price	Ext. Price
HP Servers				
AF002A	1	HP Universal Rack 10642 G2 Shock Rack	\$818.95	\$818.95
AF002A#001	1	BASE RACKING	\$165.00	\$165.00
HA453A1-000	1	HP Fctry Express Solution Package 3 SVC	\$800.00	\$800.00
507019-B21	1	HP BLc7000 CTO 3 IN LCD ROHS Encl	\$3,496.41	\$3,496.41
507019-B21#0D 1	1	Factory integrated		
HA453A1-003	1	HP Fctry Express Blade Svr Pkg 3 SVC	\$200.00	\$200.00
603718-B21	16	HP BL460c G7 CTO Blade	\$1,040.90	\$16,654.40
603718-B21#0D 1	16	Factory integrated		
603254-L21	16	HP BL460c G7 X5660 FIO Kit	\$1,191.97	\$19,071.52
603254-B21	16	HP BL460c G7 X5660 Kit	\$1,191.97	\$19,071.52
603254-B21#0D 1	16	Factory integrated		
500662-B21	96	HP 8GB 2Rx4 PC3-10600R-9 Kit	\$98.45	\$9,451.20
500662-B21#0D 1	96	Factory integrated		
627812-B21	96	HP 16GB 2Rx4 PC3L-10600R-9 Kit	\$356.95	\$34,267.20

Part #	Qty	Description	Unit Price	Ext. Price
627812-B21#0D 1	96	Factory integrated		
507127-B21	32	HP 300GB 6G SAS 10K 2.5in DP ENT HDD	\$186.45	\$5,966.40
507127-B21#0D 1	32	Factory integrated		
456972-B21	16	HP BLc Emulex LPe1205 8Gb FC HBA Opt	\$613.70	\$9,819.20
456972-B21#0D 1	16	Factory integrated		
534916-B21	16	HP 512MB Flash Backed Write Cache	\$235.95	\$3,775.20
534916-B21#0D 1	16	Factory integrated		
466482-B21	2	HP BLc VC-FC 8Gb 24-Port Opt Kit	\$8,189.37	\$16,378.74
466482-B21#0D 1	2	Factory integrated		
591973-B21	1	HP VC Flex-10 Ent Edn for BLc7000 Opt	\$17,732.61	\$17,732.61
591973-B21#0D 1	1	Factory integrated		
455883-B21	10	HP BLc 10Gb SR SFP+ Opt	\$503.37	\$5,033.70
455883-B21#0D 1	10	Factory integrated		
517521-B21	1	HP 6X 2400W Gold Ht Plg FIO Pwr Sply Kit	\$1,437.74	\$1,437.74
456204-B21	1	HP BLc7000 DDR2 Encl Mgmt Option	\$649.84	\$649.84
456204-B21#0D 1	1	Factory integrated		
413379-B21	1	HP BLc7000 1 PH FIO Power Module Opt	\$126.50	\$126.50
517520-B21	1	HP BLc 6X Active Cool 200 FIO Fan Opt	\$646.22	\$646.22
HA110A5#7FX	1	HP 5y Support Plus 24 SVC - c7000 Enclosure HW Supp	\$1,288.83	\$1,288.83
HA110A5#7XB	1	HP 5y Support Plus 24 SVC - HP VCEM BL-c7000 SW Support	\$1,675.10	\$1,675.10
HA110A5#7XE	16	HP 5y Support Plus 24 SVC - BL4xxc Svr Bld HW Support	\$839.95	\$13,439.20
487652-B21	2	HP BLc SFP+ 1m 10GbE Copper Cable	\$93.87	\$187.74
433718-B21	1	HP BLc7000 10K Rack Ship Brkt Opt Kit	\$7.23	\$7.23
433718-B21#0D 1	1	Factory integrated		
507019-B21	1	HP BLc7000 CTO 3 IN LCD ROHS Encl	\$3,496.41	\$3,496.41

Part #	Qty	Description	Unit Price	Ext. Price
507019-B21#0D 1	1	Factory integrated		
HA453A1-003	1	HP Fctry Express Blade Svr Pkg 3 SVC	\$200.00	\$200.00
603718-B21	16	HP BL460c G7 CTO Blade	\$1,040.90	\$16,654.40
603718-B21#0D 1	16	Factory integrated		
603254-L21	16	HP BL460c G7 X5660 FIO Kit	\$1,191.97	\$19,071.52
603254-B21	16	HP BL460c G7 X5660 Kit	\$1,191.97	\$19,071.52
603254-B21#0D 1	16	Factory integrated		
500662-B21	96	HP 8GB 2Rx4 PC3-10600R-9 Kit	\$98.45	\$9,451.20
500662-B21	96	Factory integrated	\$0.00	\$0.00
627812-B21	96	HP 16GB 2Rx4 PC3L-10600R-9 Kit	\$356.95	\$34,267.20
627812-B21#0D 1	96	Factory integrated		
507127-B21	32	HP 300GB 6G SAS 10K 2.5in DP ENT HDD	\$186.45	\$5,966.40
507127-B21#0D 1	32	Factory integrated		
456972-B21	16	HP BLc Emulex LPe1205 8Gb FC HBA Opt	\$613.70	\$9,819.20
456972-B21#0D 1	16	Factory integrated		
534916-B21	16	HP 512MB Flash Backed Write Cache	\$235.95	\$3,775.20
534916-B21#0D 1	16	Factory integrated		
466482-B21	2	HP BLc VC-FC 8Gb 24-Port Opt Kit	\$8,189.37	\$16,378.74
466482-B21#0D 1	2	Factory integrated		
591973-B21	1	HP VC Flex-10 Ent Edn for BLc7000 Opt	\$17,732.61	\$17,732.61
591973-B21#0D 1	1	Factory integrated		
455883-B21	10	HP BLc 10Gb SR SFP+ Opt	\$503.37	\$5,033.70
455883-B21#0D 1	1	Factory integrated		
517521-B21	1	HP 6X 2400W Gold Ht Plg FIO Pwr Sply Kit	\$1,437.74	\$1,437.74
456204-B21	1	HP BLc7000 DDR2 Encl Mgmt Option	\$649.84	\$649.84

Part #	Qty	Description	Unit Price	Ext. Price
456204-B21#0D 1	1	Factory integrated		
413379-B21	1	HP BLc7000 1 PH FIO Power Module Opt	\$126.50	\$126.50
517520-B21	1	HP BLc 6X Active Cool 200 FIO Fan Opt	\$646.22	\$646.22
HA110A5#7FX	1	HP 5y Support Plus 24 SVC - c7000 Enclosure HW Supp	\$1,288.83	\$1,288.83
HA110A5#7XB	1	HP 5y Support Plus 24 SVC - HP VCEM BL-c7000 SW Support	\$1,675.10	\$1,675.10
HA110A5#7XE	16	HP 5y Support Plus 24 SVC - BL4xxc Svr Bld HW Support	\$839.95	\$13,439.20
487652-B21	2	HP BLc SFP+ 1m 10GbE Copper Cable	\$93.87	\$187.74
433718-B21	1	HP BLc7000 10K Rack Ship Brkt Opt Kit	\$7.23	\$7.23
433718-B21#0D 1	1	Factory integrated		
257414-B21	1	HP 10K 220V Graphite Roof Mount Fan Kit	\$165.00	\$165.00
257414-B21#0D 1	1	Factory integrated		
AZ870A	1	HP TFT7600 KVM Console US Kit	\$934.45	\$934.45
AZ870A#0D1	1	Factory integrated		
252663-D72	1	HP 24A High Voltage US/JP Modular PDU	\$164.45	\$164.45
252663-D72#0D 1	1	Factory integrated		
AF621A	1	HP 2x1Ex16 KVM IP Cnsl G2 VM CAC SW	\$1,979.45	\$1,979.45
AF621A#0D1	1	Factory integrated		
AF605A	4	HP BLc KVM Interface Adapter	\$93.25	\$373.00
AF605A#0D1	4	Factory integrated		
AF090A	1	HP 10K Rack Airflow Optimization Kit	\$54.45	\$54.45
AF090A#B01	1	Include with complete system		
263474-B24	1	HP IP CAT5 Qty-4 20ft/6.1m Cable	\$15.95	\$15.95
263474-B24#0D 1	1	Factory integrated		
252663-D74	4	HP 24A HV Core Only Corded PDU	\$142.45	\$569.80
252663-D74#0D 2	4	Factory horizontal mount of PDU		
248929-B21	1	HP Rack 10000 Series Carbon Baying Kit	\$45.65	\$45.65

Part #	Qty	Description	Unit Price	Ext. Price
248929-B21#B0 1	1	Include with complete system		
TC277AAE	1	HP Insight Control Encl Bundle 16 E-LTU	\$3,517.92	\$3,517.92
AJ716A	8	HP 8Gb Shortwave B-series FC SFP+ 1 Pack	\$125.37	\$1,002.96
TC277AAE	1	HP Insight Control Encl Bundle 16 E-LTU	\$3,517.92	\$3,517.92
HA110A5#4YN	2	HP 5y Support Plus 24 SVC - HP IC BL 16-Svr SW Support	\$2,196.60	\$4,393.20
HA124A1#56H	2	HP Technical Installation Startup SVC - HP Startup BladSys c7000 Encl Ntwk SVC	\$2,276.00	\$4,552.00
HA124A1#54L	2	HP Technical Installation Startup SVC - HP Startup SAN C-Class Blades Only Svc	\$2,800.00	\$5,600.00
HK928A1	15	HP Ind Std Server Implem Assist Svc	\$1,840.00	\$27,600.00
AF002A	1	HP Universal Rack 10642 G2 Shock Rack	\$818.95	\$818.95
AF002A#001	1	BASE RACKING	\$165.00	\$165.00
HA453A1-000	1	HP Fctry Express Solution Package 3 SVC	\$800.00	\$800.00
507019-B21	1	HP BLc7000 CTO 3 IN LCD ROHS Encl	\$3,496.41	\$3,496.41
507019-B21#0D 1	1	Factory integrated		
HA453A1-003	1	HP Fctry Express Blade Svr Pkg 3 SVC	\$200.00	\$200.00
603718-B21	16	HP BL460c G7 CTO Blade	\$1,040.90	\$16,654.40
603718-B21#0D 1	16	Factory integrated		
603254-L21	16	HP BL460c G7 X5660 FIO Kit	\$1,191.97	\$19,071.52
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413379-B21	1	HP BLc7000 1 PH FIO Power Module Opt	\$126.50	\$126.50
517520-B21	1	HP BLc 6X Active Cool 200 FIO Fan Opt	\$646.22	\$646.22
HA110A5#7FX	1	HP 5y Support Plus 24 SVC - c7000 Enclosure HW Supp	\$1,288.83	\$1,288.83
HA110A5#7XB	1	HP 5y Support Plus 24 SVC - HP VCEM BL-c7000 SW Support	\$1,675.10	\$1,675.10
HA110A5#7XE	16	HP 5y Support Plus 24 SVC - BL4xxc Svr Bld HW Support	\$839.95	\$13,439.20
487652-B21	2	HP BLc SFP+ 1m 10GbE Copper Cable	\$93.87	\$187.74
487655-B21	2	HP BLc SFP+ 3m 10GbE Copper Cable	\$131.67	\$263.34
433718-B21	1	HP BLc7000 10K Rack Ship Brkt Opt Kit	\$7.23	\$7.23
433718-B21#0D 1	1	Factory integrated		
507019-B21	1	HP BLc7000 CTO 3 IN LCD ROHS Encl	\$3,496.41	\$3,496.41
507019-B21#0D 1	1	Factory integrated		
HA453A1-003	1	HP Fctry Express Blade Svr Pkg 3 SVC	\$200.00	\$200.00

Part #	Qty	Description	Unit Price	Ext. Price
603718-B21	16	HP BL460c G7 CTO Blade	\$1,040.90	\$16,654.40
603718-B21#0D 1	16	Factory integrated		
603254-L21	16	HP BL460c G7 X5660 FIO Kit	\$1,191.97	\$19,071.52
603254-B21	16	HP BL460c G7 X5660 Kit	\$1,191.97	\$19,071.52
603254-B21#0D 1	16	Factory integrated		
500662-B21	96	HP 8GB 2Rx4 PC3-10600R-9 Kit	\$98.45	\$9,451.20
500662-B21#0D 1	96	Factory integrated		
627812-B21	96	HP 16GB 2Rx4 PC3L-10600R-9 Kit	\$356.95	\$34,267.20
627812-B21#0D 1	96	Factory integrated		
507127-B21	32	HP 300GB 6G SAS 10K 2.5in DP ENT HDD	\$186.45	\$5,966.40
507127-B21#0D 1	32	Factory integrated		
456972-B21	16	HP BLc Emulex LPe1205 8Gb FC HBA Opt	\$613.70	\$9,819.20
456972-B21#0D 1	16	Factory integrated		
534916-B21	16	HP 512MB Flash Backed Write Cache	\$235.95	\$3,775.20
534916-B21#0D 1	16	Factory integrated		
466482-B21	2	HP BLc VC-FC 8Gb 24-Port Opt Kit	\$8,189.37	\$16,378.74
466482-B21#0D 1	2	Factory integrated		
591973-B21	1	HP VC Flex-10 Ent Edn for BLc7000 Opt	\$17,732.61	\$17,732.61
591973-B21#0D 1	1	Factory integrated		
455883-B21	10	HP BLc 10Gb SR SFP+ Opt	\$503.37	\$5,033.70
455883-B21#0D 1	10	Factory integrated		
517521-B21	1	HP 6X 2400W Gold Ht Plg FIO Pwr Sply Kit	\$1,437.74	\$1,437.74
456204-B21	1	HP BLc7000 DDR2 Encl Mgmt Option	\$649.84	\$649.84
456204-B21#0D 1	1	Factory integrated		
413379-B21	1	HP BLc7000 1 PH FIO Power Module Opt	\$126.50	\$126.50

Part #	Qty	Description	Unit Price	Ext. Price
517520-B21	1	HP BLc 6X Active Cool 200 FIO Fan Opt	\$646.22	\$646.22
HA110A5#7FX	1	HP 5y Support Plus 24 SVC - c7000 Enclosure HW Supp	\$1,288.83	\$1,288.83
HA110A5#7XB	1	HP 5y Support Plus 24 SVC - HP VCEM BL-c7000 SW Support	\$1,675.10	\$1,675.10
HA110A5#7XE	16	HP 5y Support Plus 24 SVC - BL4xxc Svr Bld HW Support	\$839.95	\$13,439.20
487652-B21	2	HP BLc SFP+ 1m 10GbE Copper Cable	\$93.87	\$187.74
487655-B21	2	HP BLc SFP+ 3m 10GbE Copper Cable	\$131.67	\$263.34
433718-B21	1	HP BLc7000 10K Rack Ship Brkt Opt Kit	\$7.23	\$7.23
433718-B21#0D 1	1	Factory integrated		
257414-B21	1	HP 10K 220V Graphite Roof Mount Fan Kit	\$165.00	\$165.00
257414-B21#0D 1	1	Factory integrated		
AF090A	1	HP 10K Rack Airflow Optimization Kit	\$54.45	\$54.45
AF090A#B01	1	Include with complete system		
252663-D74	4	HP 24A HV Core Only Corded PDU	\$142.45	\$569.80
252663-D74#0D 2	4	Factory horizontal mount of PDU		
248929-B21	1	HP Rack 10000 Series Carbon Baying Kit	\$45.65	\$45.65
248929-B21#B0 1	1	Include with complete system		
TC277AAE	1	HP Insight Control Encl Bundle 16 E-LTU	\$3,517.92	\$3,517.92
AJ716A	8	HP 8Gb Shortwave B-series FC SFP+ 1 Pack	\$125.37	\$1,002.96
TC277AAE	1	HP Insight Control Encl Bundle 16 E-LTU	\$3,517.92	\$3,517.92
HA110A5#4YN	2	HP 5y Support Plus 24 SVC - HP IC BL 16-Svr SW Support	\$2,196.49	\$4,392.98
HA124A1#56H	2	HP Technical Installation Startup SVC - HP Startup BladSys c7000 Encl Ntwk SVC	\$2,276.00	\$4,552.00
HA124A1#54L	2	HP Technical Installation Startup SVC - HP Startup SAN C-Class Blades Only Svc	\$2,800.00	\$5,600.00

SubTotal	\$803,505.46
Sales Tax	\$52,993.73
Shipping	\$4,798.00
Total	\$861,297.19

Quote valid for 60 days



GOVPLACE RMA POLICY

Govplace can only accept RMAs for shipping mistakes for 30 days after the product is shipped.

Please carefully check your order against your packing slip when the order arrives.

Govplace cannot accept RMAs for non-defective items where the item box has been opened.

Govplace charges a 15% restocking fee for all accepted RMAs.

For Govplace's complete RMA policy please visit www.govplace.com/rma

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return, check here ☐	
1 Issuer's name		2 Issuer's employer identification number (EIN) :	
3 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	4 Report number (For IRS Use Only) 3	
5 City, town, or post office, state, and ZIP code		6 Date of issue	
7 Name of issue		8 CUSIP number	
9 Name and title of officer of the issuer or other person whom the IRS may call for more information		10 Telephone number of officer or other person ()	

Part II Type of Issue (enter the issue price) See instructions and attach schedule			
11 Education		11	
12 Health and hospital		12	
13 Transportation		13	
14 Public safety		14	
15 Environment (including sewage bonds).		15	
16 Housing		16	
17 Utilities		17	
18 Other. Describe ►		18	
19 If obligations are TANs or RANs, check only box 19a	► ☐		
If obligations are BANs, check only box 19b	► ☐		
20 If obligations are in the form of a lease or installment sale, check box	► ☐		

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.				
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity
21		\$	\$	years
				%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)			
22 Proceeds used for accrued interest		22	
23 Issue price of entire issue (enter amount from line 21, column (b))		23	
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to currently refund prior issues	27		
28 Proceeds used to advance refund prior issues	28		
29 Total (add lines 24 through 28)		29	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		30	

Part V Description of Refunded Bonds (Complete this part only for refunding bonds.)	
31 Enter the remaining weighted average maturity of the bonds to be currently refunded	► years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	► years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	►
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . .	35		
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a		
b	Enter the final maturity date of the GIC ▶ _____			
37	Pooled financings: a Proceeds of this issue that are to be used to make loans to other governmental units	37a		
b	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the name of the issuer ▶ _____ and the date of the issue ▶ _____			
38	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ☐			
39	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ☐			
40	If the issuer has identified a hedge, check box ☐			

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	▶ _____ Signature of issuer's authorized representative		▶ _____ Date	
Paid Preparer's Use Only	Preparer's signature ▶ _____		Date _____	
	Check if self-employed ☐		Preparer's SSN or PTIN _____	
	Firm's name (or yours if self-employed), address, and ZIP code ▶ _____		EIN : _____ Phone no. () _____	



hp financial services

BILLING INFORMATION REQUEST FORM – INVOICE INSTRUCTIONS

Master Agreement Number: 2742296092
Schedule Number(s): 274229609200003
All Master Lease Agreement Schedules thereunder

IN ORDER FOR HEWLETT-PACKARD FINANCIAL SERVICES COMPANY TO PROPERLY BILL AND CREDIT YOUR ACCOUNT, IT IS NECESSARY THAT YOU COMPLETE THIS FORM AND RETURN IT WITH THE SIGNED DOCUMENTS.

BILL TO ADDRESS: **County of San Bernardino**

Dept Name: _____
Street: _____
City, State & Zip: _____

BILLING CONTACT:

First, M.I. and Last Name: _____
Title: _____
Phone Number: _____
Fax Number: _____
Email: _____

PURCHASING CONTACT:

First, M.I. and Last Name: _____
Title: _____
Phone Number: _____
Fax Number: _____
Email: _____

PURCHASE ORDER NUMBER: _____
Do your Invoices require PO numbers: ☐ YES ☐ NO

FEDERAL TAX ID NUMBER: _____

ARE YOU SALES/RENTAL TAX EXEMPT?

☐ YES (Please return a copy of your Sales and Use Tax Exempt Certificate with this Form). **IF NOT, YOU WILL BE ACCESSED TAXES ACCORDINGLY**

☐ NO

EQUIPMENT LOCATION (If different from Billing Address):

1. _____
2. _____
3. _____

ADDITIONAL INFORMATION NEEDED ON INVOICE:

SIGNATURE AND DATE: _____

Insurance Information Request Form

Broker / Agent Name:	
Address:	
Contact:	Telephone:
Email:	Fax::

Insurance Broker / Agent:

We have entered into a State and Local Government Master Lease Purchase Agreement Number 2742296092 with Hewlett-Packard Financial Services Company for the lease/finance of computer equipment, components, accessories and related peripherals (the "Equipment").

Please insure the Equipment, issue a written endorsement naming Hewlett-Packard Financial Services Company **as Additional Insured and Loss Payee**, and state that each policy shall provide Hewlett-Packard Financial Services Company with at least thirty (30) days prior written notice of any material changes in coverage, cancellation or non-renewal. The policy should include the following endorsement:

"The insurance under this policy shall be primary insurance and the company insurer shall be liable under this policy for the full amount of the loss up to and including the total limits of liability herein without right of contribution from any other insurance effected by Hewlett-Packard Financial Services Company under any policy with any insurance company covering a loss covered under this policy."

Please provide Hewlett-Packard Financial Services Company with proof of insurance in the form of a certificate of insurance. The certificate should include proof of the following:

- ☒ Physical Damage (All Risk) in an amount not less than the replacement value of the Equipment leased or financed from Hewlett-Packard Financial Services Company under the State and Local Government Master Lease Purchase Agreement Number referenced above
- ☒ Bodily Injury and Property Damage Liability with limits of no less than \$2,000,000.00 total liability per occurrence
- ☒ Deductibles not to exceed \$25,000.00

If Hewlett-Packard Financial Services Company requests additional or updated certificates in the future, you should provide such certificates to Hewlett-Packard Financial Services Company.

Forward certificate(s) of insurance to: Hewlett-Packard Financial Services Company
200 Connell Drive, Suite 5000
Berkeley Heights, NJ 07922
Attn: Public Sector Operations
Phone: 908-898-4975

Lessee/Insured: **County of San Bernardino**

By: _____

Print Name/Title: _____

Date: _____, 2012

[Please forward a **copy** of this Insurance Information Request Form to your Broker/Agent immediately and return the **original** with the executed lease documents.]

**[This form is not to be executed but is
to be retyped on Company's letterhead]**

**SELF-INSURANCE CERTIFICATE
PROPERTY AND LIABILITY INSURANCE**

This is to acknowledge that The County of San Bernardino, ("Lessee") is under a self-insurance program for property damage and public liability risks with respect to the Equipment leased under Schedule Number 274229609200003 to the State and Local Government Master Lease Purchase Agreement Number 2742296092 between Hewlett-Packard Financial Services Company ("Lessor") and Lessee. Lessee hereby certifies that (i) the self-insurance program shall be primary without right of contribution from any insurance carried by Lessor, (ii) the self-insurance program with respect to property damage shall guarantee payment of the interest of Lessor for any loss or damage to the Equipment, and (iii) the self-insurance program with respect to public liability risks shall guarantee payment to Lessor for any claim, loss, damage, or liability asserted against Lessor with respect to the Equipment and the costs of defense of such claim, loss, damage or liability.

Dated as of _____, 2012

The County of San Bernardino
("Lessee")

By: _____

Print Name: _____

Title: _____