



BOARD OF SUPERVISORS AGENDA ITEM REPORT **CONTRACTS / AWARDS / GRANTS**

Requested Board Meeting Date: 10/06/2015

or Procurement Director Award ☐

Contractor/Vendor Name (DBA): Hewlett Packard Company (Headquarters: Palo Alto, CA)

Project Title/Description:

Hewlett Packard Computer Hardware, Peripherals, & Related Services

Purpose:

Board of Supervisors (BOS) Award of Contract: Master Agreement (MA) 16*085 for an initial term of one (1) year effective 10/06/2015 in the annual not-to-exceed amount of \$8,525,000.00 to provide Hewlett Packard hardware, software, peripherals, and related services for all County departments. This contract is required to enable lease of products via HP Financial Services. The award includes four (4) optional one (1) year renewals.

Administering Department: Information Technology Department (ITD)

Procurement Method:

Pursuant to Pima County Procurement Code 11.24.010, Cooperative Procurement Authorized, the contract terms were established by the National Association of State Procurement Officials (NASPO) Contract No. MNWNC-115 subsequent to a competitive procurement process to satisfy multiple agency requirements similar to that required by Pima County Procurement code.

Program Goals/Predicted Outcomes:

This agreement will allow Pima County to obtain quotes and purchase from HP for goods and services to include desktops, laptops, tablets, servers, storage, printers and software.

Public Benefit:

Provide Pima County with reliable and cost effective IT products and related services to ensure that employees can efficiently perform their duties.

Metrics Available to Measure Performance:

By standardizing on HP equipment and services we guarantee interoperability and support for the equipment will be met within specified guidelines without involving other vendors and third parties.

Retroactive:

N/A

Original Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): MA 16*085
Effective Date: 10/06/2015 Termination Date: 10/05/2016 Prior Contract Number (Synergen/CMS): MA B507592
☒ Expense Amount: \$ 8,525,000.00 ☐ Revenue Amount: \$ _____
Funding Source(s): Internal Service Fund

Cost to Pima County General Fund: _____

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards

Were insurance or indemnity clauses modified? ☒ Yes ☐ No ☐ Not Applicable to Grant Awards

Vendor is using a Social Security Number? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____

Funding Source(s): _____

Cost to Pima County General Fund: _____

Contact: Commodity Contracts Officer: Paul Turner (PMT) 9/22/15 9/22/15

Department: Procurement L. H. Hernandez 9/22/15 Telephone: 724-3723

Department Director Signature/Date: _____

Deputy County Administrator Signature/Date: Jon Burke 9-22-15

County Administrator Signature/Date: by Jon Burke 9-22-15
(Required for Board Agenda/Addendum Items)



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES CONTRACT EXECUTION

Master Agreement No: 16000000000000000085

MA Version: 1

Page: 1

Description: HP Computer Hardware, Peripherals, & Related Services

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Pima County Procurement Department
130 W. Congress St. 3rd Fl
Tucson AZ 85701

Issued By: PAUL TURNER
Phone: 5207243723
Email: paul.turner@pima.gov

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Initiation Date: 10-06-2015
Expiration Date: 10-05-2016

NTE Amount: \$8,525,000.00
Used Amount: \$0.00

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HEWLETT-PACKARD COMPANY

13207 COLLECTIONS CENTER DRIVE

CHICAGO IL 60693

Contact: HEWLETT-PACKARD
Phone: 480-922-4855
Email: cynthia.meyers@hp.com
Terms: 0.0000 %
Days: 30

Shipping Method: Vendor Method
Delivery Type: STANDARD GROUND
FOB: FOB Dest, Freight Prepaid

Modification Reason

Issue award of contract for an initial term of one year for a not-to-exceed amount of \$8,525,000.00.

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All Transactions and conduct are required to conform to these documents.

Number of Attachments: 4

Attachment Names: HP - Exhibits F - G - H.pdf, HP - Exhibits C - D - E.pdf, HP - Exhibits A - B.pdf, Hewlett Packard - Offer Agreement.pdf



MASTER AGREEMENT DETAILS

Master Agreement No: 16000000000000000085

MA Version: 1

Page: 2

Line	Description					
1	HP Computer Hardware and Peripherals					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$2750000			
2	HP Software					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$2750000			
3	Software Maintenance and Support					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$2750000			
4	Hardware Maintenance and Support					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$275000			

OFFER AGREEMENT

Solicitation #: 189962 **Title:** Hewlett Packard Computer Hardware, Peripherals, & Related Services **Page** 1 of 22

1. INTENT:

General Information: Pima County Information Technology Department (PCITD) is seeking to purchase computer equipment, (Servers, Storage, Desktops, Laptops, and Tablets), management software and related peripherals. The County has embraced a three year lifecycle replacement strategy for computing equipment (Servers, Desktops, Laptops, and Tablets) and a four year lifecycle replacement for storage. In order to meet this new strategy the County standardized on Hewlett Packard equipment and software as it provides full integration and interoperability throughout its equipment from desktop to servers and enterprise storage along with a robust software suite to manage the entire environment.

This agreement is established pursuant to Cooperative Agreement with State of Arizona Contract **ADSP016-098209** (formerly ADSP015-093833) with **Hewlett Packard Company** and pursuant to Cooperative Procurement Authorized by Pima County Procurement Code 11.24.010.

The intent of this document is to establish an “**As Required**” indefinite delivery/indefinite quantity (IDIQ) Master Agreement contract to provide Pima County (“County”) with such quantities of commodities listed in Exhibit C as County may order from time to time by issue of Delivery Order (DO) or Delivery Order Maximo (DOM) pursuant to a resulting contract.

This Agreement will consist of this Offer Agreement as well as the following attachment and exhibits, which are incorporated herein by reference as indicated:

Attachment 1: PCITD Software License and Maintenance Agreement Standard Terms and Conditions
Exhibit A: MNWNC-115 State of Arizona Participating Addendum
Exhibit B: MNWNC-115 WSCA/NASPO Master Agreement Award
Exhibit C: PCITD Anticipated Commodities to be Purchased List
Exhibit D: HP Customer Terms Portfolio
Exhibit E: Software – HP Enterprise Datasheet
Exhibit F: Software – HP EULA Enterprise
Exhibit G: Software – HP Customer Support Handbook
Exhibit H: Software – HP NonProduction License Guide 2015

Although particular County Departments may be identified in the solicitation, unless otherwise documented by the executed contract, all County Departments may utilize the resulting agreement.

All Goods and Services offered or provided pursuant to the contract will conform to the requirements defined by or referred to by the solicitation documents including Solicitation Addenda, Instructions to Bidders, Standard Terms and Conditions and this Offer Agreement, and HP Proposal response to the RFO, all of which are incorporated herein.

This document, including all attachments and documents incorporated by reference, constitutes the entire contract between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

2. CONTRACT TERM EXTENSIONS-RENEWALS & REVISIONS:

The initial term of the contract will be for a one (1) year period, effective the date of the executed award document issued by Pima County, and will include four (4) one-year renewal options that may be exercised upon the written agreement of the parties as follows:

Proposed extension or renewals of the contract if included in the contract and revisions to the contract shall be made through the issuance by County to Contractor of a revised Master Agreement (MA) document setting forth the requested changes. Extensions will only be effective upon execution by both parties.

3. CONTRACTOR MINIMUM QUALIFICATIONS:

The Contractor certifies that it is competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this contract, as modified herein. Contractor certifies that it possesses all licenses required by applicable Agencies to satisfy the requirements of this contract.

- All goods and services provided per this Agreement shall be provided to Pima County directly from Hewlett Packard Company or an authorized reseller of Hewlett Packard equipment, software and services.

OFFER AGREEMENT

Solicitation #: 189962 **Title:** Hewlett Packard Computer Hardware, Peripherals, & Related Services **Page 2 of 22**

- Hewlett Packard Company and/or its authorized reseller shall have a minimum of five (5) years of documented experience with pre-sale design, architecture, selling, and post-sale support of enterprise level servers and storage to state and local governments.
- All technicians providing services per this Agreement shall be currently certified by Hewlett Packard Company and shall provide proof of certification upon request.

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:

The contractor shall provide computer goods and services specified in Arizona State Contract ADSP016-098209 (link to contract webpage at ProcureAZ, the State of Arizona's e-procurement system: <https://procure.az.gov/bso/external/purchaseorder/poSummary.sdo?docId=ADSP016-098209&releaseNbr=0&parentUrl=contract>), which shall include, but not be limited to, the following software, hardware, and services commodities:

- Desktops, Laptops, Tablets, Servers and Storage including accessories/peripherals and associated services.

All equipment and software shall be provided with warranty information and license details.

The County is not limited to those products and services listed in the State of Arizona Contract ADSP016-098209. Other available products and services not included in this solicitation or the State of Arizona Contract may be added to this contract at a price mutually agreed upon by both parties, Hewlett Packard Company and Pima County. However, the terms and conditions of MNWNC-115 WSCA/NASPO Master Agreement Award (Exhibit B) only apply to those products and services on the MNWNC-115 WSCA/NASPO Master Agreement Award (Exhibit B) Price List. All other transactions will be governed by the Pima County Offer Agreement as amended in this Agreement.

5. OFFER ACCEPTANCE AND ORDER RELEASES:

County will accept offers and execute contracts by issue of a Master Agreement (MA) (Recurring requirements) to be effective on the document's date of issue without further action by either party. Master Agreement (MA) and Contract documents will document the term of the agreement.

County will order products or services pursuant to an executed Master Agreement by issue of Delivery Order (DO) or Delivery Order Maximo (DOM) documents which will indicate whether purchase is pursuant to Exhibit B: MNWNC-115 WSCA/NASPO Master Agreement Award; County will issue separate Delivery Order (DO) or Delivery Order Maximo (DOM) documents for products or services which are outside Exhibit B: WSCA/NASPO Master Agreement Award. Order documents will be furnished to Contractor via facsimile, e-mail or telephone. **If the order is given verbally, the County Department that issued the order will transmit a confirming order document to Contractor within five workdays of the date the verbal order is given.**

Contractor must not supply materials or services pursuant to the contract that are not documented or authorized by a Delivery Order (DO) or Delivery Order Maximo (DOM) at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a COUNTY Delivery Order (DO) or Delivery Order Maximo (DOM), and confirmed by HP.

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract.

6. ACCEPTANCE OF GOODS AND SERVICES:

The County Department designated on the issued Order will accept goods and services only in accordance with this contract. Such acceptance is required prior to commencement of Payment terms.

The County will examine all packages at the time of delivery. The quantity of packages delivered must be recorded and any obvious visible or suspected damage must be noted at the time of delivery using the shipper's delivery document(s) and appropriate procedures to record the damage. Absent recorded damage, acceptance of deliverables occurs upon delivery, unless otherwise specified in the SOW.

7. COMPENSATION & PAYMENT:

All pricing will conform to Pima County's Living Wage ordinance if applicable, including required annual adjustments of the wage.

Contractor will submit Request(s) for Payment or Invoices to the location and entity defined by County's Order document.

All Invoice documents will reference the County's Purchase Order (PO) Delivery Order (DO) or Delivery Order Maximo (DOM) or Contract number under which the services or products were ordered. **ALL** Invoice line items will utilize the item

OFFER AGREEMENT

Solicitation #: 189962 **Title:** Hewlett Packard Computer Hardware, Peripherals, & Related Services **Page** 3 of 22

description, precise unit price and unit of measure defined by the County's Order or Contract document. Invoices that include line items or unit prices that do not match those documented by the County's order or contract may be returned to Contractor unprocessed for correction. **Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.**

Standard payment terms are net thirty (30) days from the date of valid invoice document and do not commence until the later of receipt of goods into payment system by the receiving Department and Contractor's Invoice is received and verified by County Financial Operations.

The Master Agreement (MA) issued to accept Contractor's offer will define the not to exceed amount of the contract.

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract for which unit pricing has not been previously defined.

Unless the parties otherwise agree in writing, all pricing will be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination"), as provided in County's ship to order location, delivered to and unloaded at the destination(s), if agreed by HP in writing, defined by the delivery article of this contract or accepted Order for services or products and all freight costs must be included in the offered Unit Price.

Although State and City sales tax may not be fully or accurately defined on an order, they will be paid when they are DIRECTLY applicable to Pima County and invoiced as a separate line item. Such taxes should not be included in the item unit price.

Price Escalation. Pricing of goods and services shall be administered as specified in the MNWNC-115 State of Arizona Participating Addendum, Scope of Work, 10. Current Product and Pricing Schedules.

Quantities referred to are estimated quantities. COUNTY reserves the right to increase or decrease the quantities and amounts. No guarantee is made regarding actual orders issued for items or quantities during the term of the agreement. COUNTY is not responsible for Contractor inventory or order commitment.

Unit prices offered must include all incidentals and associated costs required to comply with and satisfy all requirements referred to or included in this solicitation, which includes the Instructions to Bidders, Standard Terms and Conditions and Offer Agreement. No payments will be made for items not included in the contract.

Contractor will provide detailed documentation in support of payment requests which will document, be consistent with and not exceed COUNTY's order. Contractor will bill COUNTY within one (1) month after the date on which Contractor's right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date goods are delivered, services are performed, or costs are incurred. Invoices must assign each amount billed to an appropriate line item of COUNTY's order and document each Payment Accrual Date. COUNTY may refuse to pay any amount billed in an untimely manner or which is not conforming to COUNTY's order. County will refuse to pay any amount billed more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

Per State of Arizona Contract # ADSP016-098209, Hewlett Packard Company goods and/or services listings and pricing shall be available as follows: *See Contractor website or contact the manufacturer direct...for information and quote.*

8. DELIVERY:

As defined by the Standard Terms, "On-Time" delivery is an essential part of the consideration to be given to COUNTY under the contract. Delivery will be made in accordance with the Instructions to Bidders, Standard Terms and Conditions and to the location(s) referenced on the Delivery Order (DO) or Delivery Order Maximo (DOM) or Contract.

Delivery of services is to multiple locations throughout Pima County. The delivery/service requirements shall be specified and provided on the ordering document issued by the County.

9. TAXES, FEES, EXPENSES:

Articles sold to COUNTY are exempt from federal excise taxes. COUNTY is subject to State and City sales tax. COUNTY will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation unless expressly included in the contract and itemized by the solicitation documents.

OFFER AGREEMENT

10. OTHER DOCUMENTS:

Contractor and COUNTY in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. 189962 including Attachment 1: PCITD Software License and Maintenance Agreement Standard Terms and Conditions; Exhibit A: MNWNC-115 State of Arizona Participating Addendum; Exhibit B: MNWNC-115 WSCA/NASPO Master Agreement Award; and Exhibit C: PCITD Anticipated Commodities to be Purchased List. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

Exhibit D: HP Customer Terms Portfolio is incorporated by reference to govern all transactions not based on Exhibit B - MNWNC-115 WSCA-NASPO Master Agreement Award.

11. INSURANCE:

11.1. Insurance Requirements:

- 11.1.1. Contractor and subcontractors shall maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.
- 11.1.2. The Insurance Requirements herein are requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. Pima County in no way warrants that the limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

11.2. Scope and Limits of Insurance:

Contractor shall provide coverage with limits of liability of those stated below.

- 11.2.1. Commercial General Liability (CGL) – Occurrence Form. Policy shall include coverage for bodily injury, property damage, and contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Damage to Rented Premises	\$ 50,000
Each Occurrence	\$1,000,000

- a. The policy shall include Pima County, and its departments, agencies, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
- b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of Pima County, and its departments, agencies, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- 11.2.2. Business Automobile Liability – Coverage to include Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract. Policy shall be Combined Single Limit (CSL) of \$1,000,000
- a. Policy shall include Pima County, and its departments, agencies, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
- b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of Pima County, and its departments, agencies, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- 11.2.3. Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability

OFFER AGREEMENT

Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of Pima County, and its departments, agencies, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

11.2.4 Technology Errors and Omissions (E&O) Insurance

- a. The Technology E&O coverage shall have limits of:
 - \$2,000,000 Each Claim
 - \$2,000,000 Annual Aggregate
- b. Insurance E&O Coverage to include:
 - Systems analysis; Software design; Systems programming; Data processing; and Systems integration;
 - Outsourcing including outsourcing development and design;
 - Systems design, consulting, development and modification;
 - Training services relating to computer software or hardware;
 - Management, repair and maintenance of computer products, networks and systems;
 - Marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; and
 - Data entry, modification, verification, maintenance, storage, retrieval or preparation of data output.
- c. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- d. The policy shall cover professional misconduct or negligent acts of anyone performing any services under this contract policy.

11.3. **Additional Insurance Requirements:**

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

- 11.3.1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or Pima County shall be excess and not contributory insurance.

11.4. **Acceptability of Insurers:**

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. Pima County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

11.5. **Verification of Coverage:**

Contractor shall furnish Pima County with certificates of insurance (valid ACORD form or equivalent approved by Pima County) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

- 11.5.1. All certificates as required by this written agreement are to be received and approved by Pima County before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the

OFFER AGREEMENT

Solicitation #: 189962 **Title:** Hewlett Packard Computer Hardware, Peripherals, & Related Services **Page** 6 of 22

insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

- 11.5.2. All certificates required by this Contract shall be sent directly to the Department. Pima County project/contract number and project description shall be noted on the certificate of insurance. Pima County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

11.6 Approval and Modifications

Pima County Risk Management reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

12. PERFORMANCE BOND: *(Not Applicable)*

13. ACKNOWLEDGEMENT of SOLICITATION ADDENDA: *(Not Applicable)*

14. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION: *(Not Applicable)*

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OFFER AGREEMENT

Solicitation #: 189962 Title: Hewlett Packard Computer Hardware, Peripherals, & Related Services Page 7 of 22

15. BID/OFFER CERTIFICATION:

CONTRACTOR LEGAL NAME: Hewlett-Packard Company

BUSINESS ALSO KNOWN AS: _____

MAILING ADDRESS: 3000 Hanover Street

CITY/STATE/ZIP: Palo Alto, CA 94304

REMIT TO ADDRESS: PO Box 13207

CITY/STATE/ZIP: Chicago, IL 60693

CONTACT PERSON NAME/TITLE: Fernando Castillo

PHONE: 52-332-282-2385 FAX: (800) 825-2329

CONTACT PERSON EMAIL ADDRESS: castillo.fernando@hp.com

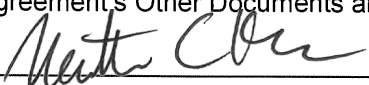
EMAIL ADDRESS TO WHICH ORDERS & CONTRACTS SHALL BE TRANSMITTED:

PSOrderprocessing@hp.com

CORPORATE HEADQUARTERS LOCATION:

STREET ADDRESS CITY, STATE, ZIP: 3000 Hanover Street, CA 94304

By signing and submitting these Offer Agreement documents, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the Pima County Procurement website for solicitation addenda and has incorporated all such addenda to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the solicitation. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and may not be evaluated. Contractor's submission of a signed offer agreement shall constitute a firm offer and upon the issuance of a Master Agreement (MA) or Purchase Order (PO) document signed by the Pima County Procurement Director or authorized designate a binding contract is formed that will require Contractor to provide the services and materials described in this solicitation. The undersigned hereby offers to furnish the material or service in compliance with all terms, conditions, specifications, defined or referenced by the solicitation, which includes Pima County Standard Terms & Conditions, this Offer Agreement and other documents listed in this Offer Agreement's Other Documents article.

SIGNATURE: 

DATE: 9/16/15

Matthew C. Keck, Senior Counsel

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: (972) 605-3475; matthew.c.keck@hpe.com

County Attorney Contract Approval "As to Form":

Approved as to form


Tobin Rosen, Deputy County Attorney

OFFER AGREEMENT

PIMA COUNTY STANDARD TERMS AND CONDITIONS (03/18/15)

1. OPENING:

Responses will be publicly opened and each respondent's name, and if a Bid the amount, will be read on the date and at the location defined in the Invitation for Bid (IFB) or Request For Proposals (RFP). Proposals shall be opened so as to avoid disclosure of the contents of any proposal to competing offerors during the process of negotiation. All interested parties are invited to attend.

2. EVALUATION:

Responses shall be evaluated to determine which are most advantageous to Pima County (COUNTY) considering evaluation criteria, conformity to the specifications and other factors.

If an award is made, COUNTY will enter into an agreement with the one or multiple respondent(s) that submitted the lowest responsive bid(s) that were determined responsible for supplying the required goods or services. Unless otherwise specified on the Bid/Offer document determination of the low/lowest bids will be made considering the total bid amount.

COUNTY, at its sole discretion, reserves the following rights: 1) to waive informalities in the bid or bid procedure; 2) to reject the response of any persons or corporations that have previously defaulted on any contract with COUNTY or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in COUNTY Code section 11.32; 3) to reject any and all responses; 4) to re-advertise for bids previously rejected; 5) to otherwise provide for the purchase of such equipment, supplies materials and services as may be required herein; 6) to award on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and bidder's ability to supply; 7) to increase or decrease the item quantity or eliminate any item of this solicitation prior to the award. Pricing evaluations will be based on pre tax pricing offered by Contractor.

3. AWARD NOTICE:

A Notice of Recommendation for Award for IFB or RFP will be posted on the Procurement website and available for review by interested parties. A tabulation of responses will be maintained at the Procurement Department.

4. AWARD:

Awards will be made by either the Procurement Director or the Board of Supervisors in accordance with the Pima County Procurement Code. COUNTY reserves the right to reject any or all offers, bids or proposals or to waive irregularities and informalities if it is deemed in the best interest of COUNTY. Unless expressly agreed otherwise, resulting contracts are not exclusive, are for the sole convenience of COUNTY, and COUNTY reserves the right to obtain like goods or services from other sources.

5. WAIVER:

Each offeror, by submission of an offer, bid or proposal waives any and all claims for damages against COUNTY or its officers or employees when COUNTY exercises any of its reserved rights.

6. ACKNOWLEDGEMENT AND ACCEPTANCE:

(See Exhibit B – MNWNC-115 WSCA-NASPO Master Agreement Award, Section 28, page 13.)

7. INTERPRETATION and APPLICABLE LAW:

The contract will be interpreted, construed and given effect in all respects according to the laws of the State of Arizona. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, COUNTY's shall govern. This contract incorporates the complete agreement of the parties with respect to the subject matter of this contract. No oral agreement or other understanding will in any way modify the terms and conditions of this contract.

8. WARRANTY:

Contractor warrants goods or services to be satisfactory and free from defects, as more particularly described in the MNWNC-115 WSCA/NASPO Master Agreement. (See Exhibit B - MNWNC-115 WSCA-NASPO Master Agreement Award, Section 32, page 14)

9. QUANTITY:

Contractor will not exceed or reduce the quantity of goods ordered without written permission from COUNTY in the form of a properly executed Master Agreement (MA), Purchase Order (PO) Delivery Order (DO) or Delivery Order Maximo (DOM) revision or amendment as required by COUNTY Procurement Code. All quantities are estimates and COUNTY provides no guarantee regarding actual usage.

OFFER AGREEMENT

Solicitation #: 189962 **Title:** Hewlett Packard Computer Hardware, Peripherals, & Related Services

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10. PACKING:

Contractor will make no extra charges for packaging or packing material. Contractor is responsible for safe packaging conforming to carrier's requirements.

11. DELIVERY:

On-time delivery of goods and services is an essential part of the consideration to be received by COUNTY.

A delivery date, or interval period from order release date to delivery, must be given if requested by the Price offer document. Upon receipt of notification of delivery delay, COUNTY at its sole option and at no cost to COUNTY may cancel the order or extend delivery times. Such extension of delivery times will not be valid unless extended in writing by an authorized representative of COUNTY.

To mitigate or prevent damages caused by delayed delivery, COUNTY may require Contractor to deliver additional quantity utilizing express modes of transport, and or overtime, all costs to be COUNTY responsibility unless delay is solely caused by the Contractor. COUNTY reserves the right to cancel any delinquent order, procure from alternate source, or refuse receipt of or return delayed deliveries. COUNTY reserves the right to cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery.

Contractor will not be held responsible for unforeseen delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provides COUNTY immediate notice of delay.

12. SPECIFICATION CHANGES:

COUNTY has the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, an acceptable adjustment will be made and the order modified in writing. Any agreement for adjustment must be made in writing.

Nothing in this clause reduces Contractor's responsibility to proceed without delay in the delivery or performance of an order.

13. INSPECTION:

All goods and services may be subject to inspection as more particularly described in the Statement of Work at destination by COUNTY. Goods failing to meet specifications of the order or contract will be held at Contractor's risk and may be returned to Contractor with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of the County unless Contractor is solely at fault for the failure. In lieu of return of nonconforming supplies, COUNTY, at its sole discretion and without prejudice to COUNTY's rights, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but waiver of any condition will not be considered a waiver of that condition for subsequent shipments or deliveries. Inspection will be deemed to occur on the third business day after delivery.

14. SHIPPING TERMS:

Unless stated otherwise by the contract, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") and are to be included in the Unit Price offered by Contractor and accepted by COUNTY.

15. PAYMENT TERMS:

Payment terms are net thirty (30) days, unless otherwise specified by the contract.

16. ACCEPTANCE OF MATERIALS AND SERVICES:

(See Exhibit B - MNWNC-115 WSCA-NASPO Master Agreement Award, Section 28, page 13)

17. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

(See Exhibit B - MNWNC-115 WSCA-NASPO Master Agreement Award, Section 9, page 10)

18. FRAUD AND COLLUSION:

Each Contractor, by submission of a bid, certifies that no officer or employee of COUNTY or of any subdivision thereof: 1) has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) has favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) has any direct or indirect financial interest in the offer or resulting contract. Additionally, during the conduct of business with COUNTY, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or

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different kind of material or supplies that has been actually received. If at any time it shall be found that Contractor has in presenting any offer(s) colluded with any other party or parties for the purpose of preventing any other offer being made, then any contract so awarded shall be terminated and that person or entity shall be liable for all damages sustained by COUNTY.

19. COOPERATIVE USE OF RESULTING CONTRACT:

As allowed by law, COUNTY has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements developed by COUNTY. Contractor may be contacted by participating agencies and requested to provide services and products pursuant to the pricing, terms and conditions defined by the COUNTY Master Agreement, or Purchase Order. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the COUNTY's agreement and required to satisfy particular Public Agency code or functional requirements and are within the intended scope of the solicitation and resulting contract. Any such usage shall be in accordance with State, COUNTY and other Public Agency procurement rules, regulations and requirements and shall be transacted between the requesting party and Contractor. Contractor shall hold harmless COUNTY, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. A list of agencies that are authorized to use COUNTY contracts can be viewed at the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of COUNTY Contracts*.

20. PATENT INDEMNITY:

(See Exhibit B - MNWNC-115 WSCA/NASPO Master Agreement Award, [Exhibit C] Section 18, page 19)

21. INDEMNIFICATION:

(See Exhibit B – MNWNC-115 WSCA/NASPO Master Agreement Award, Section 17, page 19)

22. UNFAIR COMPETITION AND OTHER LAWS:

Responses must be in accordance with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable COUNTY, State, and Federal laws and regulations.

23. COMPLIANCE WITH LAWS:

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services provided under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that those services will be provided by a contractor licensed by ROC to perform those services in Arizona. The laws and regulations of the State of Arizona govern the rights, performance and disputes of and between the parties. Any action relating to this Contract must be brought in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions.

24. ASSIGNMENT:

Contractor may not assign its rights to the contract, in whole or in part, without prior written approval of COUNTY. COUNTY may withhold approval at its sole discretion, provided that COUNTY will not unreasonably withhold such approval. Except that County shall not withhold its consent to any assignment or novation by HP in connection with the HP Separation.

25. CONFLICT OF INTEREST:

This contract is subject to the provisions of A.R.S. § 38 511, the pertinent provisions of which are incorporated into and made part of all COUNTY Master Agreements or Purchase Orders as if set forth in full therein.

26. NON DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein including flow down of all provisions and requirements to any subcontractors. During the performance of this contract, CONTRACTOR must not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

27. NON APPROPRIATION OF FUNDS:

COUNTY may cancel this contract pursuant to A.R.S. § 11 251(42) if for any reason the COUNTY Board of Supervisors does not appropriate funds for the stated purpose of maintaining the contract. In the event of such cancellation, COUNTY has no further obligation, other than payment for services or goods that COUNTY has already received. Except that the County will pay for equipment ordered and services rendered to the date of termination.

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28. PUBLIC INFORMATION:

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release or review by the general public including competitors.

Any records submitted in response to this solicitation that Contractor reasonably believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by Contractor prior to the close of the solicitation.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., COUNTY will release records marked CONFIDENTIAL ten (10) business days after the date of notice to Contractor of the request for release, unless Contractor has, within the ten (10) day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release is not counted in the time calculation. Contractor will be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

COUNTY will not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor is COUNTY in any way financially responsible for any costs associated with securing such an order.

29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT: *(Intentionally Omitted)*

30. AMERICANS WITH DISABILITIES ACT:

Contractor will comply with all applicable provisions of the Americans with Disabilities Act (public law 101 336, 42 USC 12101 12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

31. NON-EXCLUSIVE:

Contracts resulting from this solicitation are non-exclusive and are for the sole convenience of COUNTY, which reserves the right to obtain like goods and services from other sources for any reason.

32. PROTESTS:

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be filed in accordance with the Pima County Procurement Code, Section 11.20.010.

33. TERMINATION:

(See Exhibit A -MNWNC-115 State of Arizona Participating Addendum at Section 9. Contract Termination, page 27)

34. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS:

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: Master Agreement, Delivery Order or Delivery Order Maximo, Offer Agreement with included Pima County Standard Terms and Conditions (03/18/15), Attachment 1, and Exhibits A through H.

35. INDEPENDENT CONTRACTOR:

The status of Contractor is that of an independent Contractor. Contractor and Contractor officer's agents or employees are not considered employees of COUNTY and are not entitled to receive any employment-related fringe benefits under the COUNTY Merit System. Contractor is responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of Contractor's failure to pay such taxes. Contractor is solely responsible for its program development and operation.

36. BOOKS AND RECORDS:

Contractor will keep and maintain proper and complete books, records and accounts pursuant to this Agreement and limited to invoices and purchase orders to determine actual payments pursuant to this Agreement, which will be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY. In addition, Contractor will retain all records relating to this contract at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

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37. COUNTERPARTS:

The Master Agreement or Purchase Order awarded pursuant to this solicitation may be executed in any number of counterparts and each counterpart is considered an original, and together such counterparts constitute one and the same instrument. For the purposes of the Master Agreement and Purchase Order, the signed offer of Contractor and the signed acceptance of COUNTY are each considered an original and together constitute a binding Master Agreement, if all other requirements for execution have been met.

38. AUTHORITY TO CONTRACT:

Contractor confirms its right and power to enter into the Master Agreement or Purchase Order. If any court or administrative agency determines that COUNTY does not have authority to enter into the Master Agreement or Purchase Order, COUNTY is not liable to Contractor or any third party by reason of such determination or by reason of the Master Agreement or Purchase order.

39. FULL AND COMPLETE PERFORMANCE:

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

40. SUBCONTRACTORS:

CONTRACTOR is fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts CONTRACTOR may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract creates any obligation on the part of COUNTY to pay or see to the payment of any money due any subcontractor, except as may be required by law.

41. SEVERABILITY:

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:

CONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONTRACTOR's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CONTRACTOR will further ensure that each subcontractor who performs any work for CONTRACTOR under this contract likewise complies with the State and Federal Immigration Laws.

COUNTY has the right at any time to inspect the books and records of CONTRACTOR and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of CONTRACTOR's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting CONTRACTOR to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, CONTRACTOR will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

CONTRACTOR will advise each subcontractor of COUNTY's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR's employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that COUNTY may inspect the SUBCONTRACTOR's books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR is a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article is the responsibility of CONTRACTOR. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONTRACTOR's approved construction or critical milestones schedule, such period of delay will be excusable delay for which CONTRACTOR is entitled to an extension of time, but not costs.

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43. CONTROL OF DATA PROVIDED BY COUNTY:

For those projects and contracts where COUNTY has provided data to enable the Contractor to provide contracted services or products, unless otherwise specified and agreed to in writing by COUNTY, Contractor will treat, control and limit access to said information as confidential and will under no circumstances release any data provided by COUNTY during the term of this contract and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and Contractor is further prohibited from selling such data directly or through a third party. Upon termination or completion of the contract, Contractor will either return all such data to COUNTY or will destroy such data and confirm destruction in writing in a timely manner not to exceed sixty (60) calendar days.

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS

OFFER AGREEMENT

ATTACHMENT 1

SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

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1.0 Software License and Maintenance Agreement Standard Terms and Conditions

Vendor shall additionally include the following terms and conditions within its License and Annual Support Agreement proposals.

1.1 DEFINITIONS

Per Processor means that in the event the vendor licenses its software on a Per processor basis and the Licensee requires a single „per processor“ license for each processor on which the relevant Software module is run by the Licensee. Software modules licensed on a Per Processor basis may be accessed by users (including employees, agents, contractors and customers of the Licensee) and/or by other software programs. Under this licensing model, there is no limit placed upon the number of users or other software programs accessing the relevant Software module. Per Processor means physical processor or populated socket. Pricing is not charged "per core" on multi-core systems;

Per Seat means that the Licensee requires a single „per seat“ license for each instance of the relevant Software module installed on a physical device (including, desktop and laptop personal computers (PCs), personal digital assistants or other wireless devices (PDAs)), or web enabled device that is used to access the server software. If the software is deployed on multiple physical devices used solely by one USER in a non-current fashion than this is designated as one seat only. The Per Seat license can be used to install the relevant Software module on (i) any machine with access to the network (including machines of employees working at offsite locations, such as home workers), (ii) the machines of employees of partner organizations provided by Licensee to Vendor and (iii) the machines of employees of tenant organizations provided by Licensee to Vendor, in the case of an outsourcing arrangement;

Employee is any employee, agent, contractor, business third party provider or other governmental agency(s) serviced by Licensee

Named User is an employee of Licensee authorized to access, directly or indirectly, the licensed software and perform operational roles within the software and across multiple operational modules/functions.

Limited Named User is a Named User who performs limited operational roles supported by the Software limited in specific functional/modules areas (e.g., Finance, Human Resources)

Self Service User is a Named User who performs employee self-service related (non job specific) roles supported by the Software. Each Self Service User shall access the Software solely for such individual's own purpose and not for or on behalf of other individuals.

Site means the Licensee's address at where the Software shall be installed, it being understood that the Software may be deployed at multiple sites, but only operationally installed at the Production Site unless otherwise noted in Supporting Materials.

Solution means the solution presented required by Licensee defined within Licensee RFP to include all interfaces/data conversions vendor is obligated to supply through this Agreement; Vendor solution means the Solution excluding interfaces/data conversions.

Supporting Materials means the accepted order including any supporting material which the parties identify as incorporated either by attachment or reference ("Supporting Material"). Supporting Material may include (as examples) product lists, hardware or software specifications, standard or negotiated service descriptions, data sheets and their supplements, and statements of work (SOWs), published warranties and service level agreements, and may be available to Customer in hard copy or by accessing a designated HP website.

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Update means any maintenance release of the Vendor Software or new version of the Vendor Software which enhances existing functionality and which is supplied to the Licensee through their enrollment in an annual maintenance & support agreement.

Warranty Period shall mean 90-day Limited Warranty for HP Software pursuant to a negotiated Statement of Work between the parties

- HP-branded software materially conforms to its specifications, if any, and is free of malware at the time of delivery; if you notify HP within 90 days of delivery of non-conformance to this warranty, HP will replace your copy. This Agreement states all remedies for warranty claims.
- HP does not warrant that the operation of software will be uninterrupted or error free, or that software will operate in hardware and software combinations other than as authorized by HP in Supporting Material. To the extent permitted by law, HP disclaims all other warranties.

1.2 RIGHT TO USE

Vendor grants to the Licensee a perpetual, non-exclusive and non-transferable license to Use the Software and any Updates, patches or workarounds supplied by Vendor to the Licensee in the performance of its obligations under this Agreement, within the Authorized Licensing Parameters for the Licensee's internal business purposes only and to possess and refer to the Documentation. Software is transferable, with Licensor's approval and execution of a Software License Transfer signed by Licensor and Licensee, to any other entity that Licensee provides services to or receives services from based on Board of Supervisor decisions to outsource Licensee business areas or provide similar services to other governmental entities due to governmental consolidation/services agreements, provided however that Licensee shall not exceed the Authorized Licensing Parameters in this event. A 15% Transfer fee applies to all transfers.

County shall have the right to upgrade or replace any equipment in the network and continue to use the System on the network, in accordance with Licensor's terms and conditions. County may be required to pay the Licensor any additional licensing fee or other fees as a result of using the System in conjunction with the upgraded or replacement equipment on the network.

The Licensee may make one back-up copy per license of the Software and the Documentation as are strictly necessary for its lawful use. The Licensee shall maintain records of the number and location of all such copies of the Software and the Documentation.

Non-production use of software will be addressed at the time of software purchase in a negotiated Statement of Work (SOW) agreed to by both parties. SOW will define licenses for development, testing, training, back-up and production systems at Pima County.

1.3 ANNUAL MAINTENANCE & SUPPORT

Annual Maintenance & Support fees are payable 30 days following receipt of invoice.

Annual maintenance and support will be defined at the time of software purchase in a negotiated Statement of Work (SOW) agreed to by both parties. SOW will include Support options including, but not limited to End of Support, Committed Support, and Discontinuation of Support.

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1.3A KEY ACTIONS

The key actions of the parties to be performed in relation to the Vendor Support Services are as follows:

Lines of Support Service:	Responsibility:	Key Actions:
Help Desk - either at licensee site or through a shared service facility	Licensee	Incident analysis and determination. Incident resolution where possible (excluding changes to the Software); otherwise, escalation to 1st Line by means of completing and forwarding a PROBLEM ANALYSIS FORM to Vendor.
1st Line - Incident Analysis & Resolution	Vendor	<ul style="list-style-type: none"> • Incident resolution – Resolve the incident where possible (excluding changes to the Software) using documentation/Known error database etc. • Incident Analysis – rule out User Error by replication, Configuration issue etc. • Determination Analysis – Determine where the issue lies i.e. Hardware, Application, Network etc. and act accordingly. • Configuration Analysis - Resolve Standard configuration incidents within Vendor configurable components. • Escalation - In the event of not being able replicate/fix an issue attach relevant logs and escalate to 2nd line support.
2nd Line – Incident Analysis	Vendor	<ul style="list-style-type: none"> • Priority Determination - Call back Licensee and validate Software incident and resolve the incident if possible; otherwise, agree incident Priority Code with Licensee. • Logging Activation – Activate the logging to capture Exceptions/ Errors etc. • Replication - Replication of embedded issue using all information provided from 1st Level Support in Test Suite. • Component Analysis - Establish in which component the error lies and any dependencies. • Defect / Wish / Enhancement - Establish if this issue is a Enhancement Request, Defect, Wish, Change or Amendment and report to 3rd Level accordingly.
3rd Line - Maintenance Service	Vendor	<ul style="list-style-type: none"> • Validation – Validate PROBLEM ANALYSIS FORM or request further information. • Schedule Fix - Schedule Fault resolution based on Priority Code. • QA - Test and implement resolution.

Licensee shall use commercially reasonable efforts to resolve all Faults through the application of the Vendor Support Services and the skills that the Licensee has been taught during the support training provided* to it by Vendor. Licensee shall ensure that appropriately trained personnel are engaged at all times in providing the Vendor Support Services described above. Licensee has the right to request escalation of the incident for Priority A or B incidents. *Software Training is provided for a separate charge from the license fee.

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1.3B PRIORITY CODES

Priority Code:	Description:
A	Licensee's business is stopped due to a Fault that is preventing Licensee's operational use of the Software (or significant functionality within the Software).
B	Licensee's business is significantly impaired or restricted due to a Fault that, while not preventing, is severely degrading Licensee's operational use of the Software.
C	Licensee's business is impaired or restricted due to a Fault that either occurs rarely or for which a viable workaround is available.
D	Fault causing little or no impact upon the Licensee's business.

1.3C MAINTENANCE SERVICE

Subject to agreement on the Priority Code of the Fault, Vendor will use all reasonable endeavors to respond to and fix (including by means of workaround, temporary fix or emergency bypass procedures) Faults (excluding those which have been resolved by the Licensee) within the target timescales set out in the table below:

Priority Code	Target Response Time	Target Fix Time
A	Within 1 Support Hour	Within 4 Support Hours
B	Within 4 Support Hours	Within 8 Support Hours
C	Within 72 hours	120 Support Hours
D	To be addressed in a future release of the Software only	To be addressed in future release of the Software

1.3D SERVICE LEVELS

The target timescales specified above shall commence upon either the validation by Vendor of a PROBLEM ANALYSIS FORM or receipt by Vendor of all further information requested to validate a PROBLEM ANALYSIS FORM (whichever is the later) and shall continue during the Support Hours. The timescales stipulated by these service levels will not include the time needed by the Licensee to test and implement the resolution in the Licensee's production instance.

1.3E REMOTE INCIDENT ANALYSIS

In the case of a serious non-reproducible Fault, the Licensee will allow, with prior written agreement, on-line remote diagnosis. This method allows Vendor, via secure methods (such as password control at the user site), to electronically gain access to the equipment being used to run the Software. It is the responsibility of the Licensee to ensure that the correct hardware, communications and remote control applications are in place and that such remote diagnostic service is feasible and complies with any data protection requirements or legislation.

1.3F ON-SITE VENDOR SUPPORT SERVICES

The Licensee may request (subject to availability of personnel) on-site Vendor Support Services for Priority Code A Faults, which cannot be resolved in the normal manner or for implementation support for significant PROBLEM ANALYSIS FORMs. These services shall be provided by Vendor pursuant to a negotiated Statement of Work between the parties.

1.4 VENDOR REQUIRED CLIENT PLATFORM STANDARDS

Client Application platform defines the operating system supported and the standard office applications that can be leveraged to accomplish business activities. Client hardware devices that support this application platform include Personal Desk Computers (Thin and Thick), Laptop computers, and smart phones. The software programs and applications that are hosted on these hardware devices have a direct correlation to and dependence on the operating systems. Having a standard client platform promotes common development and presentation standards, provides standardized access to shared infrastructure resources and environments (servers, storage and related tools, and data).

CLIENT APPLICATION STANDARDS		
PLATFORM	COMPONENT	APPLICATION
Desktop/Laptop	Project Management	Microsoft Project Professional 2010
Desktop/Laptop	Graphics	Microsoft Visio Professional 2010
Desktop/Laptop	Antivirus	Sophos AntiVirus (latest release) for Workstations and Servers
Desktop/Laptop	Software Deployment	See Appendix A
Desktop/Laptop	Mainframe Terminal Emulation	Hosaka TN3270 (Enterprise License)
Smart Phone	Operating System	iPhone iOS (no more than 2 releases behind current)
Smart Phone	Operating System	Android (no more than 3 releases behind current)
Smart Phone	Operating System	Windows Mobile (no more than 2 releases behind current)
Other	Other	Must be approved for Business Unit standard image/requirements

Having fewer component types drives down operational costs. Note: A current component of the County's client application platform is the mainframe emulator used to access legacy ERP applications. An ITD strategic initiative is currently underway to retire this environment.

1.5 VENDOR REQUIRED MIDDLEWARE PLATFORM STANDARDS

The County's ultimate goal is to employ service-oriented architecture (SOA) for all enterprise applications. An SOA architecture leverages emerging technologies such as Web Services and XML to expose core business functionality for integration, consistent standard reporting for system of record information. Encapsulating both existing and new business logic into "Web services" provide the ability to expose business processes across organizational and application boundaries, within the County, other local jurisdictions, the state, the federal government, as well as business partners. XML provides the common "glue" to hold together and provide consistent information across boundaries to facilitate data sharing among disparate platforms and systems.

Employing a SOA environment will position the County to take advantage of emerging opportunities offered by these technologies. As the County transitions from doing more software engineering and in-house development to being strategic implementers of Commercial-Off-The-Shelf (COTS) business systems platforms software integration will use this new SOA framework. New applications will have to support an open architecture where these platforms and application architecture framework are based on the SOA industry best practices.

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1.6 VENDOR REQUIRED APPLICATION PLATFORM STANDARDS

APPLICATION PLATFORM STANDARDS			
The statements below are required unless otherwise addressed in a negotiated Statement of Work agreed to by both parties.			
COMPONENT	APPLICATION	INTERNET/INTRANET	GIS
Database Software	SQL Server (latest release) no more than 2 releases behind current	N/A	SQL Server (latest release)no more than 2 releases behind current
Application Development Framework	.NET Framework (latest release)no more than 2 releases behind current	.NET Framework (latest release)	.NET Framework (latest release) ESRI no more than 2 releases behind current
Virtualization	See Appendix A	See Appendix A	Zones/Containers
Reporting Portal	rePortal	N/A	N/A
Report Writing	Microsoft SQL Reporting Services	Microsoft SQL Reporting Services	Microsoft SQL Reporting Services
LDAP/Directory/Authentication	See Appendix A	See Appendix A	See Appendix A
Data And Process Modeling	Microsoft Visio Professional – (Latest Release)	Microsoft Visio Professional – (Latest Release)	Microsoft Visio Professional – (Latest Release)
Middleware	Microsoft IIS Server	Microsoft IIS Server	Microsoft IIS Server
Workstation Requirements	See Appendix A	See Appendix A	See Appendix A

1.7 OTHER VENDOR REQUIRED ITEMS

ALL OF THE FOLLOWING ITEMS ARE AVAILABLE IF IDENTIFIED IN SUPPORTING MATERIALS

The statements below are required unless otherwise addressed in a negotiated Statement of Work agreed to by both parties.

1.7A SYSTEM LOGGING OF BEFORE AND AFTER IMAGES

Software must be capable of logging any before and after images at the field level for audit purposes. This function must allow control over logging of Add, Modify, Delete and view at the field level. This feature is available for a separate charge from the software sale

1.7B DATA ARCHIVING & ASSOCIATED RECORD RETENTION PURGING

Vendor Software must provide the capability for system administrators to perform complete archiving and record retention purging of the system data and settings.

1.7C DATA DICTIONARY

Vendors must supply a full description of all database objects including tables, fields, keys triggers, views, metadata, functions and stored procedures unless the data is proprietary and unavailable for the specific product.

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1.7D APPLICATION PROGRAM INTERFACES (API"S)

The Vendor Software must have Application Program Interface (API) available for purpose of data import/export interfaces. (Copy of Spec Sheet may suffice as documentation that substantiates meeting this specification).

1.7E REQUIREMENTS FOR PRODUCTS IN WHICH A DATA WAREHOUSE EXISTS

The Vendor must have a data warehousing option that has the capability of automatically extracting data from the transactional data base into a data warehouse for the purposes of creating/developing custom reports. This requirement reduces the need to run complex and long queries against the transaction data base that could potentially cause reduced throughput and slow the transaction system down.

1.7F GENERAL REQUIREMENTS

The Vendor Software must support Single-Sign-On via Microsoft Active Directory.

The Vendor Software must use MS SQL Server for the underlying database, and must be a MS Windows based application. (Copy of Spec Sheet may suffice as documentation that substantiates meeting this specification.)

The database underlying the System shall not be proprietary.

The Vendor Software will provide a method of restricting access to defined users, with the ability to specify levels of access individually and by group.

The Vendor Software will provide a full and complete audit trail of users who have accessed the system and what actions were performed.

The Vendor Software shall be browser based, meaning the only software installation and maintenance will be on Pima County servers, and that there will be no installation or maintenance required on the PCs, laptops, or mobile devices of the users. The UFT is loaded on the workstation for regression testing.

The Vendor Software will operate correctly on standard browsers, if supported, used by any organization inside or outside of Pima County: MS Internet Explorer, Mozilla Firefox, Opera, Apple Safari and associated mobility browser platforms.

The Vendor Software will operate correctly without requiring IT Administrator users to adjust common security settings (e.g. requiring pop-up blockers to be disabled).

The Vendor Software shall be able to perform at this same level even if the load is at 50% more than the maximum projected capacity for Pima County, to allow for unexpected needs or future growth.

The Vendor Software shall allow for future performance scalability, upgrades to Pima County hardware and/or updates to system software, to incorporate any new features and to allow for growth in size and number agencies within Pima County.

The Vendor Software shall provide a variety of useful reports that can be generated both in real time and at the end of an incident to address operational reports to allow user community to validate successful process completion status, e.g. a snapshot of resource availability status.

The Vendor Software shall provide a robust query environment with drill down capability leveraging a single integrated data warehouse environment.

The Vendor Software shall provide the capability for all users to define their own custom reports as provisioned by the IT Administrator.

The Vendor Software shall support Pima County Information Technology Environment Specifications as shown in Appendix A.

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1.8 Appendix A – Pima County Information Technology Infrastructure Environment Specifications

The statements below are required unless otherwise addressed in a negotiated Statement of Work agreed to by both parties.

Server Environment

VMware ESXi 4.1 or better
Active Directory 2008 Domain 64bit
Exchange 2010
SharePoint 2010

Infrastructure Software

Windows 7 Enterprise 32bit
Windows 2008r2 Enterprise/Standard 64bit
Internet Explorer 8

Network Requirements

Shall be compatible with Cisco Layer 2 and Layer 3 switches

Shall be compatible with ShoreTel VoIP system as applicable

Support VLANs on a public and NATed environment

Security Requirements

Application, Database and file systems must be supported on separate and distinct servers

Vendor shall provide system and security architectural diagrams for any externally facing applications

Administration portal must be a separate interface from the user portal

Software Deployment Methods

Microsoft System Center Configuration Manager

Storage Environment and Protocols

NetApp Network Attached Storage with RAID DP

NFS, FCoE, CIFS

GIS Requirements

GIS data will be delivered in ESRI's Shapefile or File Geodatabase formats and include pre-defined fields describing the data (metadata)
Support ESRI ArcGIS software version 10.x for both desktop and server implementations
Web mapping applications will use ESRI's JavaScript or Silverlight API's on the client side and ArcGIS REST api's on the server side

Client/Workstation Operating Systems and Office Productivity – Moving to Windows 8.1 and Office 2013

Migrating from Windows XP to Windows 7/8.1 (95% migration completed)

Migrating to Office 2013/2010 from Office 2003 (greater than 95% migrated)

Application Security – Windows 2008 Enterprise Active Directory – to be confirmed per suite by HP

Application must support the ability to authenticate using Active Directory Security groups for Role-Based Access Control for all Pima County Applications

Applications must support the ability to read and authenticate from nested groups containing:

1. A universal group inside a Global group
2. Universal group inside a Universal group
3. Global group inside a Domain Local Group

Applications must be Active Directory aware with the ability to authenticate users across multiple forests.

Application must have the ability to distinguish accounts in separate domains and have solution for username collisions – For Example: PCAO\JSmith and TO\JSmith

Other

Desktop firewalls are not active

Network does not allow remote dial-in support

No thick client installs

Remote access to Pima County environment via Citrix

Client side applications run without Local Administrator rights

Strong password authentication is enabled and used across the entire network



**NASPO Value Point Computer Hardware Including
Peripherals and Associated Services**

**State of Arizona
State Procurement Office**
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Arizona Participating Addendum

Contract No. ADSP015-093833

Contractor: Hewlett Packard Company

In accordance with A.R.S. §41-2632, AAC R2-7-1002, Cooperative Purchasing, the following document shall relay all additional requirements for the State of Arizona in its use and participation in the NASPO Value Point contract for Computer Hardware, Peripherals and Associated Services, as awarded by the State of Minnesota, Lead State, for this competitively procured contract.

Contractors are strongly encouraged to read this document in its entirety. All requirements stated within this document are allowable under any respective Master contract, and shall be viewed as such. Any attempt to modify or change this document without consent from the State of Arizona shall result in the nullification of this contract.



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State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

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Offer and Acceptance

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer.

Arizona Transaction (Sales) Privilege Tax License No.:

07 096512-A

Federal Employer Identification No.:

94-1081436

E-mail: matthew.c.keck@hp.com

Phone: 972-605-3475

Fax: _____

Hewlett Packard Company

Company Name

3000 Hanover

Address

Palo Alto

CA

94034

City

State

Zip



Matthew C. Keck

Printed Name

Senior Counsel

Title

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-09 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization IS/ X IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract No.

ADSP015-093833

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contact release document or written notice to proceed.

State of Arizona
Awarded this

13th day of June 2015


Procurement Officer



Scope of Work

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No.

Description: **Computer Hardware including Peripherals and Associated Services**



Scope of Work

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: **ADSP015-093833**
Description: **Computer Hardware including Peripherals and Associated Services**

1. Introduction

The State of Arizona, its Agencies, Boards and Commissions (State), as well as authorized Cooperative Members, have an ongoing requirement for the products and services as described herein. This NASPO Value Point Participating Addendum (PA) is developed by and for the State of Arizona. This PA is based on the award of a competitively solicited procurement, performed in concert with NASPO Value Point and the State of Minnesota.

2. Background

In 2014, the State of Minnesota competitively solicited offers from national and regional Contractors for the provision of computer hardware and associated services. Specifically, the categories of equipment are; Desktops, Laptops, Tablets, Servers and Storage. The result of this procurement was the award of thirty-two (32) Master contracts that became effective on April 1, 2015. Per the procedure outlined on the NASPO Value Point website and other materials, an interested participating state, must develop a Participating Addendum (PA) with the Contractors of their choosing.

The Participating Addendum (PA) must adhere to the requirements of the Master Contract as awarded and negotiated by the State of Minnesota. However, each individual PA may stipulate specific requirements, such as terms and conditions and other contract features are mandated or desired by each participating State.

3. State of Arizona Requirements

The State of Arizona shall engage various Contractors through the PA process and award. For this particular PA, the Contractor shall be: **Hewlett Packard Company**. As per award, the Contractor shall provide the following equipment as specified in the Master Contract **MNWNC-115**: Desktops, Laptops, Tablets, Servers and Storage including accessories/peripherals and associated services.

For clarity, the definitions as used in the Master Contract shall be used, but have been modified for this PA. The definitions are as follows:

Desktop – A personal computer intended for regular use at a single location. Typically comes in several units connected together during installation: (1) processor, (2) display monitor, (3) input devices, ie., keyboard and mouse. **Desktop virtualization endpoints such as zero and thin clients shall also be included if available from this Contractor.**

Laptop – Is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. This Band may include notebooks, ultrabooks, and netbooks. Computers with mobile operating systems will also be included under this Band.

Peripherals – A peripheral means any hardware product that can be attached to or added within or networked with computers, servers and storage. Peripherals extend the functionality of a computer without modifying the core components of the system. **Peripherals are defined as including accessories.** Peripherals may be manufactured by a third party, however, Contractor shall not offer any peripherals manufactured by another Contracted Supplier holding a Master Agreement. The Contractor shall provide the warranty service and maintenance for all peripherals.

Accessory – Accessories do not extend the functionality of the computer, but enhances the user experience i.e. mouse pad, monitor stand. **For the purposes of this proposal accessories are considered peripherals.**

Tablet – A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. **Tablet band shall include notebooks, ultrabooks, and netbooks that are touchscreen capable.**



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Services – Broadly classed as installation/de-installation, maintenance support, *minimal operation training*, migration, and optimization of products offered or supplied. These types of services shall include the following:

- A. Warranty Services;
- B. Equipment Maintenance;
- C. Installation, and De-installation;
- D. Factory Integration (software or equipment components);
- E. Asset Management;
- F. Imaging
- G. Pre-Implementation Design;
- H. Disaster Recovery Planning and Support;
- I. Equipment Operation Training

4. Participating Addendum Allowances and Restrictions

This PA shall allow and restrict the following:

- A. Any network equipment that may include, routers, switches, security components, telephony, cabling other networking devices is not allowed as a separate purchase. The network component must be a part of the total equipment solution.
- B. The only allowable software is operating system software and is subject to equipment configuration limits. Commercial off-the shelf (COTS) application software is not allowed;
- C. Software must be pre-loaded or provided as an electronic link with the initial purchase, exception is noted immediately below;
 - C1. Software such as middleware which is not installed on the equipment but is related to storage and server equipment purchased, is allowed and may be procured after the initial purchase of the equipment,
- D. Services must be related to the equipment. No additional professional services, such as consulting, regardless of length of engagement, is allowed;
- E. Wireless phone and internet service is not allowed;
- F. Cellular equipment and accessories are not allowed;
- G. Cloud services including acquisitions structured as managed on-site services are not allowed;
- H. Managed Print Services is not allowed
- I. Hosting Services are not allowed;



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- J. Software training, or any other training other than equipment operation training, is not allowed;
- K. Employee Purchase Programs are not allowed in this PA; and
- L. Trade-In and Recycle Programs or offerings are not allowed in this PA.

5. Leasing and Rental Options

Leasing and rental options are allowable for the acquisition of the awarded equipment, if the Contractor provides this option. A Master Lease or Master Rental Agreement will not be negotiated by the State. Each Eligible Agency or Ordering Entity who chooses to pursue either method, shall be responsible for the review, possible negotiations, and signature on any leasing or rental documents. Additionally, it shall be clear that the Eligible Agency or Ordering Entity has the final financial responsibility. The following shall apply to all State agencies, boards and commissions. All cooperative members shall seek guidance from their internal Finance Department for applicability:

- A. Capital and operating lease agreements, as well as straight rental agreements, between the Contractor and any Eligible Agency or Ordering Entity are allowable under this Contract.
 - 1. Capital leases are those agreements which transfer title or ownership of the leased property at the end of the lease or contain a provision for a bargain purchase option; and
 - 2. Operating leases are those agreements where agencies do not obtain title to or ownership of, only the temporary possession and use of, the leased property.
- B. In the event of a conflict between the provisions of a lease agreement and Contract terms and conditions, the Contract terms and conditions shall prevail.
- C. Any State entity entering into a lease agreement as allowed herein shall follow the policies outlined in the State of Arizona Accounting Manual. Any questions as to the State's policy should be directed to the ADOA General Accounting Office. Inquiries can be sent via email to gaopolicy@azdoa.gov.
- D. To ensure compliance with Article 9, Section 5 of the State of Arizona Constitution, installment purchase agreements, or those agreements where title to the property is transferred to the lessee at the inception of the agreement, shall be prohibited under this contract.

6. Configuration Limits

The dollar limits below are based on a single computer configuration. This is not a restriction on the purchase of multiple configurations. Example – an entity may purchase 10 laptops at \$10K each for a total purchase price of \$100K. Configuration is defined as the combination of hardware and software components that make up the total functioning system. Software purchases are considered a part of the configuration limit on the equipment.

Servers	\$750,000
Storage	\$1,000,000
Desktops	\$10,000
Laptops	\$10,000
Tablets	\$5,000
Peripherals	\$25,000



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7. Reporting

At a minimum the Contractor shall provide sales reports as outlined in the Master contract and sample Participating Addendum, as provided by NASPO Value Point. Sales reports will only be requested as needed by either the State or any Ordering Entity. More importantly for this PA, is Contractor's compliance to Item 8, Administrative Fee and Usage Reports as stated in the Special Terms and Conditions of this document.

8. ePEAT

The State of Arizona has not waived this requirement. At a minimum the Contractor shall be ePEAT Bronze compliant.

9. Utilization of Partners

The Contractor may offer partners to provide additional services in support of this contract. The partners may provide the following:

- A. Marketing and Sales;
- B. Product Fulfillment;
- C. Customer Service;
- D. Expediting Services; and
- E. Administrative Services;
 - E1. Purchase Order Acceptance, and
 - E2. Accounts Receivable

If the Contractor chooses to allow partners to provide administrative services as noted above, Contractor has the responsibility to vet or ensure the partners capabilities including their financial systems and business processes to accept and process contract obligation and financial documents timely and accurately. The ultimate responsibility for the performance of these partners, rests with the Contractor. The State or any Ordering Entity shall not be obligated or forced to utilize a partner or partners.

Contractor may provide up to ten (10) partners. Contractor may remove and add partners within the contract term, as long as the State receives timely notification of these changes. All notifications shall be in writing. At a minimum, the notification shall include:

- A. The name of the Partner;
- B. Address;
- C. Contact Name(s);
- D. Phone and Email Contact Information; and
- E. Description of the Services they will provide.



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10. Current Product and Pricing Schedules

The Contractor is responsible to ensure that any changes made to the Product and Pricing Schedules are current and are accurate. It is required that the Contractor provide a Product and Pricing Schedule update to the State for each update provided to the NASPO Value Point Lead State. Notification regarding any changes shall be made in writing within thirty (30) days of when notification was provided to the NASPO Value Point Lead State.

11. Website Ordering or Punch-Out Capabilities

The State reserves the right to work with the Contractor at a later date, to initiate and implement a web enabled ordering mechanism, including a punch-out feature into the State's e-procurement system, ProcureAZ.

12. Ordering Instruments

Any order for equipment, or services, shall be placed with the Contractor or their approved Partner by either a valid purchase order or a government/commercially sponsored procurement card (P Card). Private and or individual credit may not be accepted.

Any credit card processing fees that may be imposed by the Contractor shall be listed as a separate line item on any invoice. The imposition of processing fees should be carefully considered by the Contractor and should not exceed the following:

- A. For transactions of \$25,000.00 or less, the Contractor may not charge a credit card fee; and
- B. For transactions greater than \$25,000.00, the Contractor may charge a credit card fee that shall not exceed 2.5%.



Special Terms and Conditions

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1. Purpose

Pursuant to provisions of the Arizona Procurement Code, A.R.S. 41-2501 Et Seq., the State of Arizona intends to establish a Contract for the materials or services as listed herein.

2. Term of Contract

The term of the resultant Contract shall be effective the date specified on the Offer and Award or Signature page and shall remain in effect unless terminated, cancelled, or extended as otherwise provided herein. The initial first year term shall be July 1, 2015 to March 31, 2017 in order to coincide with the NASPO ValuePoint Master Contract.

3. Contract Extensions

The Contract term is for the stated period subject to additional successive periods of twelve (12) months per extension with a maximum aggregate including all extensions not to exceed five (5) years.

4. Master Contract and Participating Addendum Order of Precedence

As stated in the Participating Addendum of record, as posted on the NASPO Value Point website, the contract order of precedence for this PA is as follows:

- 4.1 State of Arizona Participating Addendum;
- 4.2 Minnesota NASPO ValuePoint Master Agreement;
- 4.3 The Solicitation including all Addendums; and
- 4.4 Contract Vendors response to the Solicitation

5. Non-Exclusive Contract

This contract has been awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary. Off-contract purchase authorization(s) may be approved by the State Procurement Office. Approvals shall be at the exclusive discretion of the State and shall be final. Off-contract procurement shall be consistent with the Arizona Procurement Code.

6. Eligible Agencies

This Contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible State Purchasing Cooperative members may participate at their discretion. In order to participate in this contract, a cooperative member shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes § 41-2632.

Membership in the State Purchasing Cooperative is available to all Arizona political subdivisions including cities, counties, school districts, and special districts. Membership is also available to all non-profit organizations, as well as State governments, the US Federal Government and Tribal Nations. Non-profit organizations are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the internal revenue service under section 501(c)(3) through 501(c)(6).



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7. Estimated Quantities

The State anticipates considerable activity resulting from contract(s) that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential Contractor.

8. Administrative Fee and Usage Reports

Method of Assessment. At the completion of each quarter, the Contractor reviews all sales under their contract in preparation for submission of their Usage Report. The Contractor identifies all sales receipts transacted by members of the State Purchasing Cooperative and assesses one percent (1.0%) of this amount in their Usage Report. An updated list of State Purchasing Cooperative members may be found at: <https://spo.az.gov/state-purchasing-cooperative>. At its option, the State may expand or narrow the applicability of this fee. The State shall provide thirty (30) written notice prior to exercising or changing this option. The Contractor shall summarize all sales, along with all assessed Administrative Fee amounts within their Usage Report, including total amounts for the following:

- 8.1 Total sales receipts from State agencies, boards and commissions;
- 8.2 Total sales receipts from members of the State Purchasing Cooperative; and
- 8.3 Total Administrative Fee amount based on one percent (1.0%) of the sales receipts from members of the State Purchasing Cooperative.

Submission of Reports and Fees. Within thirty (30) days following the end of the quarter, the Contractor submits their Usage Report and if applicable, a check in the amount of one percent (1%) of their sales receipts from members of the State Purchasing Cooperative, to the Department of Administration, State Procurement Office. Contractors are required to use the State's current report templates unless you have authorization from your contract officer to use a different format. You need to complete Form 799, which is a cover letter that gives the totals of your transactions; and Form 801, which is an Excel spreadsheet that details your transactions. Sales to state agencies and the cooperative members are to be totaled separately. The most current forms can be downloaded at <https://spo.az.gov/statewide-contracts-administrative-fee>.

The submission schedule for Administrative Fees and Usage reports shall be as follows:

FY Q1, July through September	Due October 31
FY Q2, October through December	Due January 31
FY Q3, January through March	Due by April 30
FY Q4, April through June	Due by July 31

Usage Reports and any questions are to be submitted by email to the state's designated usage report email address: usage@azdoa.gov

Administrative Fees shall be made out to the "State Procurement Office" and mailed to:

Department of Administration
General Services Division
ATTN: "Statewide Contracts Administrative Fee"
100 N. 15th Avenue, Suite 202
Phoenix, AZ 85007



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The Administrative Fee shall be a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. Statewide contracts shall not have separate prices for State Agency customers and State Purchasing Cooperative customers.

Contractor's failure to remit administrative fees in a timely manner consistent with the contract's requirements may result in the State exercising any recourse available under the contract or as provided for by law.

9. Licenses

The Contractor shall maintain in current status, all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor.

10. Authorization to Purchase

Authorization for the purchase of equipment or services shall be made only upon the issuance of a Purchase Order or a government/commercial procurement card/credit card. The Purchase Order will indicate the contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform up to the amount on the Purchase Order or the accepted quotation document. The State shall not have any legal obligation to pay for goods or services in excess of the amount indicated on the Purchase Order or accepted quotation document. No further obligation for payment shall exist unless:

- 10.1 The Purchase Order is changed or modified with an official Change Order, and/or
- 10.2 An additional Purchase Order is issued for the purchase of good and services under this Contract.

11. Invoicing

All billing notices or invoices shall be sent to the agency whose address appears on the contract release order/purchase order as the 'bill to address' and should contain, at a minimum, the information listed below.

- 10.1 The contract number, as applicable, the Task Order number, and the contract release/purchase order number;
- 10.2 Name and address of the contractor;
- 10.3 The Contractor's remittance address;
- 10.4 Contractor's representative to contact concerning billing questions;
- 10.5 Contractual payment terms;
- 10.6 Applicable taxes; and
- 10.7 Description of work products delivered.

12. Compliance with Applicable Laws

The Materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements. Contractor represents and warrants to the State that Contractor has the skill and knowledge possessed by members of its trade or profession and Contractor will apply that skill and knowledge with care and diligence so Contractor and Contractor's employees and any authorized subcontractors shall perform the Services described in this Contract.



Special Terms and Conditions

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Contractor represents and warrants that the Materials provided through this Contract shall be free of viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the Materials, collect unlawful personally identifiable information on users or prevent the Materials from performing as required under the terms and conditions of this Contract.

13. Price Adjustment

Contractor prices accepted and subsequently awarded by a Contract shall remain in effect for a minimum of one (1) term. The Contractor may request a price adjustment, but the State will not review or approve an increase until the Contract has been in effect for the initial term. Contractor shall provide written justification for any price adjustment requested. Any price increase adjustment, if approved, will be effective upon execution of a written Contract amendment. In the advent of a price increase authorization allowed by the Lead State of Minnesota, this PA will be modified accordingly

14. Payment Procedures

The State will not make payments to any Entity, Group or individual other than the Contractor with the Federal Employer Identification (FEI) Number identified in the Contract. Contractor invoices requesting payment to any Entity, Group or individual other than the contractually specified Contractor shall be returned to the Contractor for correction.

The Contractor shall review and insure that the invoices for services provided show the correct Contractor name prior to sending them for payment.

If the Contractor Name and FEI Number change, the Contractor shall complete an "Assignment and Agreement" form transferring contract rights and responsibilities to the new Contractor. The State shall indicate consent on the form. A written Contract Amendment shall be signed by both parties and a new W-9 form shall be submitted by the new Contractor and entered into the system prior to any payments being made to the new Contractor.

15. Order Process

The award of a Contract shall be in accordance with the Arizona Procurement Code. Any attempt to represent any material and/or service not specifically awarded as being under contract with the State is a violation of the Contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the State inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

16. Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

17. First Party Limitation of Liability - NEGOTIATED

Contractor's liability for first party damages to the State arising from this Contract shall be limited to two (2) time(s) the maximum-not-to-exceed amount of this Contract. The foregoing limitation of liability shall not apply to: (i) liability, including indemnification obligations, including but not limited to, infringement of third party intellectual



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property rights; (ii) claims covered by any specific provision of the Contract calling for liquidated damages or other amounts, including but not limited to, performance requirements; or (iii) costs or attorneys' fees that the State is entitled to recover as a prevailing party in any action. Neither the State nor HP will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages. This provision does not limit either party's liability for: unauthorized use of intellectual property, death or bodily injury caused by their negligence; acts of fraud; willful repudiation of the Agreement; nor any liability which may not be excluded or limited by applicable law.

18. Access Constraints and Requirements

Contractor access to State facilities and resources shall be properly authorized by State personnel, based on business need and **will be restricted to least possible privilege**. Upon approval of access privileges, the Contractor shall maintain strict adherence to all policies, standards, and procedures. Policies / Standards, ADOA / ASET Policies / Procedures, and Arizona Revised Statutes (ARS) 28-447, 28-449, 28-450, 38-421, 13-2408, 13-2316, 41-770).

Failure of the Contractor, its agents or subcontractors to comply with policies, standards, and procedures including any person who commits an unlawful breach or harmful access (physical or virtual) will be subject to prosecution under all applicable state and / or federal laws.

Any and all recovery or reconstruction costs or other liabilities associated with an unlawful breach or harmful access shall be paid by the Contractor.

19. Section 508 Compliance

Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. § 41-2531 and § 41-2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

20. Health Insurance Portability and Accountability Act of 1996 - NEGOTIATED

The Contractor agrees that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor agrees that it will cooperate with the State in the course of performance of the Contract so that both the State and the Contractor will be in compliance with HIPAA, including cooperation and coordination with the ADOA-ASET Office, the Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator, and other compliance officials required by HIPAA and its regulations provided such coordination does not conflict with Contractor's internal HIPAA processes. Contractor will sign any documents that are required under HIPAA to keep the State and Contractor in compliance with HIPAA, including but not limited to, business associate agreements.

If requested, and after review to determine ability to comply the Contractor agrees to sign a "Pledge to Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, Contractor agrees to attend or participate in job related HIPAA training that is intended to make the Contractor proficient in HIPAA for purposes of performing the services required.



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21. Indemnification

To the extent allowed by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

22. Intellectual Property Indemnification - NEGOTIATED

Indemnification - Patent and Copyright. With respect solely to Contractor-Branded Materials provided or proposed by Contractor or Contractor's agents, employees, or subcontractors (each a "Contractor Party") for performance of this Contract, Contractor shall indemnify, defend and hold harmless the State, its departments, agencies, boards, commissions, universities, officers, agents and employees (collectively, the "Indemnitee"), against any third-party claims for liability, including, but not limited to, reasonable costs and expenses, including attorneys' fees, for infringement or violation of any patent, trademark, copyright or trade secret, by such Materials or the State's use thereof.

In addition, with respect to claims arising from computer hardware or software manufactured or developed solely by a third party, Contractor shall pass through to the State such indemnity rights as it receives from such third party (the "Third Party Obligation") and will cooperate in enforcing them.

The State shall reasonably notify the Contractor of any claim for which Contractor may be liable under this section. If the Contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply. Contractor shall have control, subject to the reasonable approval of the State, of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when substantial principles of government or public law are involved or when involvement of the State is otherwise mandated by law, the State may elect, in its sole and absolute discretion, to participate in such action at its own expense with respect to attorneys' fees and costs, but not liability, and the State shall have the right to approve or disapprove any settlement, which approval shall not be unreasonably withheld or delayed. The State shall reasonably cooperate in the defense and any related settlement negotiations.

If Contractor believes at any time that any Contractor-Branded Materials provided or in use pursuant to this Contract infringe a third party's intellectual property rights, Contractor shall, at Contractor's sole cost and expense, and upon receipt of the State's prior written consent, which shall not be unreasonably withheld, (i) replace an infringing Material with a non-infringing Contractor-Branded Material; (ii) obtain for the State the right to continue to use the infringing Material; or (iii) modify the infringing Material to be non-infringing, provided that following any replacement or modification made pursuant to the foregoing, the Material continues to function in



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accordance with the Contract. Contractor's failure or inability to accomplish any of the foregoing shall be deemed a material breach of this Contract.

Notwithstanding the foregoing, Contractor shall not be liable for any claim for infringement based solely on any Indemnitee's:

(i) modification of Materials provided by Contractor other than as contemplated by the Contract or the specifications of such Materials or as otherwise authorized or proposed in any way by Contractor or a Contractor Party;

(ii) use of the Materials in a manner other than as contemplated by this Contract or the specifications of such Materials, or as otherwise authorized or proposed in any way by Contractor or a Contractor Party; or

(iii) use of the Materials in combination, operation, or use with other products in a manner not contemplated by the Contract, or, the specifications of such Materials, or as otherwise authorized or proposed in any way by Contractor or a Contractor Party.

23. Insurance - NEGOTIATED

Contractor and subcontractors shall maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Damage to Rented Premises	\$ 50,000
• Each Occurrence	\$1,000,000

a. The policy shall include the following as additional insureds: ***“The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be included as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.”***

b. Policy shall contain a waiver of subrogation endorsement in favor of the ***“State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees”*** for losses arising from work performed by or on behalf of the Contractor.



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2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000
 - a. The policy shall be endorsed to include the following as additional insureds: ***"The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be included as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor."***
 - b. Policy shall contain a waiver of subrogation endorsement in favor of the **"State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees"** for losses arising from work performed by or on behalf of the Contractor.
 - c. Policy shall contain a severability of interest provision.

3. Worker's Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
 - Each Accident \$1,000,000
 - Disease – Each Employee \$1,000,000
 - Disease – Policy Limit \$1,000,000
- a. Policy shall contain a waiver of subrogation endorsement in favor of the **"State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees"** for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed to contain, the following provisions:

1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. ACCEPTABILITY OF INSURERS: Contractors insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

D. VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.



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All certificates required by this Contract shall be sent directly to the **Department**. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance.

- E. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.
- F. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

24. Compliance Requirements for A.R.S. § 41-4401, Government Procurement: e-Verify Requirement

The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")

A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.

Failure to comply with a State audit process to randomly verify the employment records of Contractors and subcontractors shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.

The State Agency retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph One (1).

26. Negotiated Uniform Terms and Conditions

The following terms and conditions have been negotiated, and based on contract order of precedence shall be placed in the Special Terms and Conditions for greater clarity and position.

26.1 Property of the State

Any reports, computer programs, studies, photographs, negatives, databases, computer programs, or other documents ("Created Materials") first created by Contractor in the performance of its obligations under this Contract and paid for by the State are the sole property of the State. Created Materials shall not include the preexisting intellectual property or modifications thereto of the Contractor. The Contractor is not entitled to a patent or copyright on those Created Materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State. Notwithstanding the foregoing, Contractor shall be entitled to a worldwide, irrevocable, royalty-free license to use and modify any Created Materials that directly pertain to information technology infrastructure.



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26.2 Ownership of Intellectual Property

The State will own any document or report that Contractor prepares for and delivers to the State under this Contract, and any product manuals purchased under this Contract, shall belong to the State unless otherwise agreed by the Parties in writing. No other transfer of Intellectual Property is intended under this Contract.

26.3 Assignment and Delegation

The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval. The State shall not withhold its consent to any assignment or novation by HP in connection with the HP Separation.

26.4 Contractor/Vendor Indemnification (Not Public Agency)

The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the liability of the State for third party claims as a result of entering into this contract to the extent the damage is attributable to Contractor's negligent performance or willful misconduct. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

26.5 Indemnification – Patent and Copyright

Subject to and in accordance with Section 22 of the Special Terms and Conditions, The Contractor shall indemnify and hold harmless the State against any third-party claims for liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of Contractor-branded materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

26.6 Third Party Antitrust Violations

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract and to the extent the assignment is necessary for the State or purchasing entity to overcome the Federal or State's bar on indirect purchaser actions under Federal or State anti-trust laws.

26.7 Warranty – Liens

The Contractor confirms that the materials supplied under this Contract are free of liens.

26.8 Warranty – Quality

Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the equipment shall be:

Of a quality to pass without objection in the trade under the Contract description;

Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

Adequately contained, packaged and marked as the Contract may require; and



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Conform to the written promises or affirmations of fact made by the Contractor.

26.9 Warranty – Fitness

The Contractor confirms that any material supplied to the State shall fully conform to all requirements of the Contract and all written manufacturer specifications.

26.10 Inspection/Testing

Except as modified, The warranties as set forth above this paragraph are not affected by inspection or testing of or payment for the materials by the State.

26.11 Purchase Orders

The Contractor shall, in accordance with all terms and conditions of this Contract, fully perform and shall be obligated to comply with all purchase orders received and accepted by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

26.12 Right of Offset – Deleted in its Entirety

26.13 Contract Termination

In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor, along with an opportunity to cure for twenty (20) business days.

26.14 Upon termination under this paragraph, all goods, materials, documents, non-HP proprietary data and reports prepared by the Contractor under the Contract, and paid for by the State, shall become the property of and be delivered to the State on demand.

26.15 9.5.2 Upon termination under this paragraph, all goods, materials, documents, non-HP proprietary data and reports prepared by the Contractor under the Contract, and paid for by the State, shall become the property of and be delivered to the State on demand.

26.16 9.6 The Contractor shall continue to perform, the undisputed portion of the Contract or Statement of Work, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

26.17 Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through non-binding arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).



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1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1. "Attachment" means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2. "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4. "Contractor" means any person who has a Contract with the State.
- 1.5. "Days" means calendar days unless otherwise specified.
- 1.6. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7. "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8. "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9. "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10. "Services" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11. "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12. "State" means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13. "State Fiscal Year" means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

- 2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 2.3.1. Special Terms and Conditions;
 - 2.3.2. Uniform Terms and Conditions;
 - 2.3.3. Statement or Scope of Work;
 - 2.3.4. Specifications;
 - 2.3.5. Attachments;



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2.3.6. Exhibits;

2.3.7. Documents referenced or included in the Solicitation.

2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.



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- 3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.
- 3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 3.10. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 3.11. Offshore Performance of Work Prohibited.
Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

- 4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3. Applicable Taxes.
- 4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
- 4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.



Uniform Terms and Conditions

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No. ADSP015-093833

Description: Computer Hardware including Peripherals and Associated Services

4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1. Accept a decrease in price offered by the contractor;

4.5.2. Cancel the Contract; or

4.5.3. Cancel the contract and re-solicit the requirements.

5. Contract Changes

5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2. Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies,



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State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No. ADSP015-093833

Description: Computer Hardware including Peripherals and Associated Services

boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

- 6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising

out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."

- 6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

- 6.4. Force Majeure.

- 6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

- 6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

- 6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

- 6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

- 6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.



Uniform Terms and Conditions

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No. ADSP015-093833
Description: Computer Hardware including Peripherals and Associated Services

7. Warranties

- 7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
 - 7.2.1. Of a quality to pass without objection in the trade under the Contract description;
 - 7.2.2. Fit for the intended purposes for which the materials are used;
 - 7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
 - 7.2.4. Adequately contained, packaged and marked as the Contract may require; and
 - 7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.6. Survival of Rights and Obligations after Contract Expiration or Termination.
 - 7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
 - 7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

- 8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2. Stop Work Order.
 - 8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under



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State of Arizona
State Procurement Office
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Phoenix, AZ 85007

Contract No. ADSP015-093833

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this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.



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Contract No. ADSP015-093833

Description: Computer Hardware including Peripherals and Associated Services

9.5. Termination for Default.

- 9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
- 9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

- 9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. **Contract Claims**

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. **Arbitration**

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12. **Comments Welcome**

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.



STATE OF MINNESOTA
Materials Management Division
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

WITH

Hewlett Packard Company

FOR

COMPUTER EQUIPMENT: (Desktops, Laptops, Tablets, Servers, and Storage including Related Peripherals & Services)

To: Hewlett-Packard Company
3000 Hanover Street
Palo Alto, CA 94304

CONTRACT NO:

MNWNC-115

Contract Vendor Administrator:
Debra Lee
Email: debra.lee@hp.com
Phone: 847.537.0344

CONTRACT PERIOD:

April 1, 2015, or upon final
executed signatures,
whichever is later

Through

March 31, 2017

EXTENSION OPTION:

UP TO 36 MONTHS

You are hereby notified that your response to our solicitation, which opened January 31, 2014, is accepted. The following documents, in order of precedence, are incorporated herein by reference and constitute the entire Contract between you and the State: 1. A Participating Entity's Participating Addendum ("PA") A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Minnesota WSCA-NASPO Master Agreement.; 2. Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms and Conditions); 3. The Solicitation; and 4. the Contract Vendor's response to the Solicitation. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

1. HEWLETT-PACKARD COMPANY

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

By: Matthew C. Keck

Signature

Printed Name

Matthew C. Keck

Title: Senior Counsel

Date: 2/12/15

By: _____

Signature

Printed Name

Title: _____

Date: _____

2. MINNESOTA MATERIALS MANAGEMENT DIVISION

In accordance with Minn. Stat. § 16C.03, subd. 3.

By: Sue Kahle

Title: Master Agreement Administrator

Date: 2/17/15

3. MINNESOTA COMMISSIONER OF ADMINISTRATION

Or delegated representative.

By: Original signed

Date: _____

FEB 26 2015

By Lucas J. Jannett



COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

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COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD SUMMARY

1. **BACKGROUND.** The State of Minnesota, Department of Administration, Materials Management Division publicly posted a Request for Proposal on behalf of the State of Minnesota and WSCA-NASPO Cooperative Procurement Program ("WSCA-NASPO") resulting in a Master Agreement Award. After evaluation by a multi-state sourcing team the solicitation resulted in this Minnesota WSCA-NASPO Master Agreements with qualified manufacturers for **Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage including related Peripherals & Services).**

The original solicitation contains the requirements and definitions establishing the following Product Bands allowed on the Master Agreement. The configuration limits and restrictions for this Master Agreement are provided below. Participating Entities may revise these in their Participating Addendum. **Bands awarded are identified below:**

Band 1: Desktop	Band 3: Tablet	Band 5: Storage
Band 2: Laptop	Band 4: Server	

The original solicitation included Band 6: Ruggedized. This band has been removed and ruggedized equipment will be allowed in Bands 1-5. The original solicitation and responses may be found on the WSCA-NASPO Website.

2. **EFFECTIVE DATE.** The Master Agreement contract term will begin on April 1, 2015, or upon final executed signatures, whichever is later, through March 31, 2017, with the option to extend up to 36 months, upon agreement by both parties. Contract Sales may not begin until the Website, Product and Service Schedule and third party products have been approved by the Master Agreement Administrator.
3. **PARTICIPATION.** All authorized governmental entities in any State are welcome to use the resulting Master Agreements through WSCA-NASPO with the approval of the State Chief Procurement Official. Contract Vendors are able to sign Participating Addendums (PA) at the option of Participating States. Participating States reserve the right to add State specific terms and conditions and modify the scope of the contract in their Participating Addendum as allowed by the Master Agreement.
4. **CONFIGURATION DOLLAR LIMITS.** The following configuration limits apply to the Master Agreement. Participating States may define their configuration limits in their participating addendum. The Participating State's Chief Procurement Official may increase or decrease the configuration limits, as defined in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule.

The dollar limits identified below are based on a **SINGLE** computer configuration. This is **NOT** a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 laptops @ \$10,000 for a total purchase price of \$100,000).

ITEM	CONFIGURATION*
Server	\$500,000
Storage	\$500,000
Desktops	\$ 10,000
Laptops	\$ 10,000
Tablets	\$ 5,000
Peripherals	\$ 5,000
Services	Addressed by each State in participating addendum

* Configuration is defined as the combination of hardware and software components that make up the total functioning system. Software purchases are considered a part of the configuration limit of the equipment.

5. **RESTRICTIONS.** The following restrictions apply to the Master Agreement. A Participating State may set further restrictions of products in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule.

a. Software

1. Software is restricted to operating systems and commercial off-the-shelf (COTS) software and is subject to equipment configuration limits.
2. Software is an option which must be related to the procurement of equipment.
3. Software must be pre-loaded or provided as an electronic link with the initial purchase of equipment.
4. Software such as middleware which is not always installed on the equipment, but is related to storage and server equipment (Band 4&5) purchased, is allowed and may be procured after the initial purchase of equipment.

b. Services

1. Services must be related to the procurement of equipment.
2. Service limits will be addressed by each State.
3. Wireless phone and internet service is not allowed.
4. Cloud Services including acquisitions structured as managed on-site services are not allowed.
5. Managed Print Services are not allowed.

c. Third Party Products.

1. Contract Vendors can only offer Third Party Products in the bands they have been awarded.
2. Contract Vendor cannot offer products manufactured by another Contract Vendor holding a Minnesota WSCA-NASPO Master Agreement unless approved by the Lead State.

d. Additional Product/Services

1. Hardware and software required to solely support wide area network (WAN) operation and management are not allowed.
2. Lease/Rentals of equipment may be allowed and will be addressed by each State.
3. Cellular Phone Equipment is not allowed.
4. EPEAT Bronze requirement may be waived, on a State case by case basis, if approved by the State's Chief Procurement Officer.

6. **PARTNER UTILIZATION:** Each state represented by WSCA-NASPO that chooses to participate in this Master Agreement independently has the option of utilizing partners. Only partners approved by the Participating State may be deployed. The participating State will define the process to add and remove partners in their participating addendum.



COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT A - TERMS & CONDITIONS

MASTER AGREEMENT TERMS AND CONDITIONS

A. GENERAL TERMS, CONDITIONS & INSTRUCTIONS

1. **ACCEPTANCE OF TERMS AND CONDITIONS.** The contents of the RFP and the response of the successful responder will become Master Agreement contractual obligations, along with the final Master Agreement, if acquisition action ensues. A statement of acceptance of the proposed Contract Terms and Conditions, unless taken exception to, as specified in the RFP must be included in the response. Any suggestions for alternate language shall be presented. The Lead State is under no obligation to accept wording changes submitted by the responder. The Lead State is solely responsible for rendering decisions in matters of interpretation on all terms and conditions. Any response which fails to comply with this requirement may be disqualified as nonresponsive.

All general proposal terms, specifications and WSCA-NASPO Terms & Conditions form a part of this RFP and will apply to any Master Agreements entered into as a result thereof.

2. **CONFLICT OF TERMS/ORDER OF PRECEDENCE:**

- a. A Participating Entity's Participating Addendum ("PA");
- b. Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms & Conditions)
- c. The Solicitation including all Addendums; and
- d. Contract Vendor's response to the Solicitation

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

3. **ADDENDA TO THE RFP.** Any addendum issued will become a part of the RFP. The Lead State may modify or clarify the RFP by issuing one or more addenda to all parties who have received the RFP. Each responder must follow the directions on the addendum. Addenda will be numbered consecutively in the order they are issued.
4. **AWARD.** The award of this solicitation will be based upon the total accumulated points as established in the RFP, for separate items, by grouping items, or by total lot, and where at its sole discretion the Lead State believes it will receive the best value. The Lead State reserves the right to award this solicitation to a single responder, or to multiple responders, whichever is in the best interest of the Lead State. It is the State's intent to award to multiple responders. The Lead State reserves the right to accept all or part of an offer, to reject all offers, to cancel the solicitation, or to re-issue the solicitation, whichever is in the best interest of the Lead State.

The Sourcing Team will make a recommendation on the award of this RFP. The commissioner of Administration or designee may accept or reject the recommendation of the Sourcing Team. The final award decision will be made by the Commissioner of Administration and the WSCA-NASPO Management Board.

5. **CLARIFICATION.** If a responder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the RFP, the responder shall immediately notify the Acquisition Management Specialist in writing, as

specified in the introduction, of such error and request modification or clarification of the document. This notification is due no later than seven calendar days prior to the proposal due date and time.

Responders are cautioned that any activity or communication with a State employee or officer, or a member of the Evaluation Team, regarding this Solicitation's contents or process, is strictly prohibited and may, as a result, have its response rejected. Any communication regarding this Solicitation, its content or process, must be directed to the Acquisition Management Specialist listed in the Solicitation documents.

6. **COMPLETION OF RESPONSES.** A response may be rejected if it is conditional or incomplete. Responses that contain conflicting, false, or misleading statements or that provide references that contradict or do not support an attribute or condition stated by the responder, may be rejected.
7. **MASTER AGREEMENT ADMINISTRATOR.** The Master Agreement Administrator designated by WSCA-NASPO and the State of Minnesota, Department of Administration is: Susan Kahle. Direct all correspondence and inquiries, legal questions, general issues, or technical issues regarding this RFP to:

Susan Kahle
Acquisition Management Specialist
Department of Administration
Materials Management Division
50 Sherburne Avenue
112 Administration Building
St. Paul, MN 55155

Fax: 651.297.3996
E-mail: susan.kahle@state.mn.us

8. **DISPOSITION OF DATA SUBMITTED BY CONTRACT VENDOR .** All materials submitted in response to this RFP will become property of the Lead State and will become public record after the evaluation process is completed. The evaluation process is complete when negotiations with the selected vendors are final.

By executing this Contract, the Contract Vendor certifies and agrees that all information provided in the Contract and in response to the solicitation will be made public in accordance with the solicitation and that no information has been designated Trade Secret pursuant to the Minnesota Government Data Practices Act.

If the Contract Vendor submits information after execution of this Contract that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Contract Vendor must:

- clearly mark all trade secret materials at the time the information is submitted;
- include a statement with regard to the information justifying the trade secret designation for each item; and,
- defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the Lead State, its agents and employees, from any judgments awarded against the Lead State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the Lead State's award of a Master Agreement. In submitting a response to the RFP, the responder agrees that this indemnification survives as long as the trade secret materials are in possession of the Lead State. The Lead State will not consider the prices submitted by the responder to be trade secret materials.

9. **DISPUTE RESOLUTION PROCEDURES.** Any issue a responder has with the RFP document, which includes, but is not limited to, the terms, conditions, and specifications, must be submitted in writing to and received by the Master Agreement Administrator prior to the opening due date and time. Any issue a responder has with the Master Agreement award must be submitted in writing to the Master Agreement Administrator within five working days from the time the notice of the intent to award is issued. This notice may be made by any of the following methods: notification by letter, fax or email, or posted on the Materials Management website, www.mmd.admin.state.mn.us. The Lead State will respond to any protest received that follows the above procedure. For those protests that meet the above submission requirements, the appeal process is, in sequence: The responsible Master Agreement Administrator, the Materials Management Division (MMD) Assistant Director, and the MMD Director.

10. **ELECTRONIC FILES TO DOWNLOAD, COMPLETE, AND RETURN.** Responders must download a Word/Excel document.

11. **ENTIRE AGREEMENT.** A written Master Agreement (including the contents of this RFP and selected portions of Contract Vendor's response incorporated therein by reference) and any written addenda thereto constitute the entire agreement of the parties to the Master Agreement.

12. IRREVOCABLE OFFER. In accordance with this Request for Proposal, and subject to all conditions thereof, the undersigned agrees that its response to this RFP, or any part thereof, is an irrevocable offer for 180 days following the submission deadline date unless stated otherwise in the RFP. It is understood and agreed that the response, or any part thereof, when accepted by the appropriate department and State officials in writing, may become part of a legal and binding Master Agreement between the undersigned vendor and the State of Minnesota.

13. MATERIAL DEVIATION. A responder shall be presumed to be in agreement with these terms and conditions unless it takes specific exception to one or more of the conditions. Submission by the responder of its proposed language shall not be viewed as an exception unless the responder specifically states in the response that its proposed changes are intended to supersede the terms and conditions.

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE REQUEST FOR PROPOSAL. IF A RESPONDER MATERIALLY DEVIATES FROM THE GENERAL TERMS, CONDITIONS AND INSTRUCTIONS OR THE WSCA-NASPO TERMS AND CONDITIONS AND/OR SPECIFICATIONS, ITS RESPONSE MAY BE REJECTED.

A material deviation is an exception to the Request for Proposal general or WSCA-NASPO terms and conditions and/or specifications that:

- a. gives the responder taking the exception a competitive advantage over other vendors; or,
- b. gives the Lead State something significantly different from that which the Lead State requested.

14. NONRESPONSIVE RESPONSES. Responses that do not comply with the provisions in the RFP may be considered nonresponsive and may be rejected.

15. NOTICES. If one party is required to give notice to the other under the Master Agreement, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the Lead State shall be addressed as follows:

STATE OF MINNESOTA:

MN WSCA-NASPO COMPUTER EQUIPMENT CONTRACT ADMINISTRATOR
112 Administration Bldg.
50 Sherburne Avenue
St. Paul, MN 55155
651-296-2600

MASTER AGREEMENT TERMS AND CONDITIONS

B. WSCA-NASPO TERMS AND CONDITIONS

1. **ADMINISTRATIVE FEES.** The Contract Vendor shall pay a WSCA-NASPO Administrative Fee of one-tenth of one percent (0.1% or 0.001) in accordance with the Terms and Conditions of the Master Agreement no later than 60 days following the end of each calendar quarter. The WSCA-NASPO Administrative Fee shall be submitted quarterly and is based on sales of products and services (less any charges for taxes or shipping). The WSCA-NASPO Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

Additionally, some states may require an additional fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contract Vendor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements may not affect the WSCA-NASPO Administrative Fee or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

2. **AGREEMENT ORDER OF PRECEDENCE.** The Master Agreement shall consist of the following documents:
 - a. A Participating Entity's Participating Addendum ("PA");
 - b. Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms and Conditions)
 - c. The Solicitation including all addendums; and
 - d. Contract Vendor's response to the Solicitation

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

3. **AMENDMENTS.** The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA-NASPO Master Agreement Administrator.
4. **ASSIGNMENT OF ANTITRUST RIGHTS.** NEGOTIATED. Contract Vendor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contract Vendor now has or which may accrue to the Contract Vendor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contract Vendor for the purpose of carrying out the Contract Vendor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action to the extent the assignment is necessary for the Participating Entity to overcome Federal or State's bar on indirect purchases.
5. **ASSIGNMENT/SUBCONTRACT.** NEGOTIATED Contract Vendor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the WSCA-NASPO Master Agreement Administrator.

Lead State, or Participating Entity, shall not assign, delegate or otherwise transfer all or any part of this Agreement without prior written consent from Contractor, except for assignment or delegation to a Participating Entity State agency or eligible Purchasing Entity.

6. **CANCELLATION.** Unless otherwise stated in the terms and conditions, any Master Agreement may be canceled by either party upon 60 days' notice, in writing, prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation or in the applicable Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Participating Entity to indemnification by the Contract Vendor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the Master Agreement due to Contract Vendor default may be immediate if defaults cannot be reasonably cured as allowed per Default and Remedies term.

7. CONFIDENTIALITY, NON-DISCLOSURE AND INJUNCTIVE RELIEF. NEGOTIATED

7.1 Confidentiality. Contract Vendor acknowledges that it and its employees or agents may, in the course of providing the Product under this Master Agreement, be exposed to or acquire information that is confidential to Participating Entity or Participating Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contract Vendor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (a) any Participating Entity records, (b) personnel records, and (c) information concerning individuals, is confidential information of Participating Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contract Vendor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (a) is or becomes (other than by disclosure by Contract Vendor) publicly known; (b) is furnished by Participating Entity to others without restrictions similar to those imposed by this Master Agreement; (c) is rightfully in Contract Vendor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (d) is obtained from a source other than Participating Entity without the obligation of confidentiality, (e) is disclosed with the written consent of Participating Entity or; (f) is independently developed by employees, agents or subcontractor of Contract Vendor who can be shown to have had no access to the Confidential Information

7.2 Non-Disclosure. Contract Vendor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the performance of this Master Agreement to Participating Entity hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contract Vendor shall use commercially reasonable efforts to assist Participating Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contract Vendor shall advise Participating Entity immediately if Contract Vendor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement and Contract Vendor shall at its expense cooperate with Participating Entity in seeking injunctive or other equitable relief in the name of Participating Entity or Contract Vendor against any such person. Except as directed by Participating Entity, Contract Vendor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Participating Entity's request, Contract Vendor shall turn over to Participating Entity all documents, papers, and other matter in Contract Vendor's possession that embody Confidential Information. Notwithstanding the foregoing, Contract Vendor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

7.3 Injunctive Relief. Contract Vendor acknowledges that breach of this Section, including disclosure of any Confidential Information, will cause irreparable injury to Participating Entity that is inadequately compensable in damages. Accordingly, Participating Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contract Vendor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Participating Entity and are reasonable in scope and content.

7.4 Contractor Information. Contractor information exchanged under this Agreement will be treated as confidential if identified and labeled as such at disclosure and if the circumstances of disclosure would reasonably indicate such treatment to the extent it is protected from disclosure under governing law. Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under this Agreement, and shared with employees, agents (including WSCA-NASPO Cooperative Purchasing Organization LLC) or contractors with a need to know such information to support that purpose. Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for three (3) years from the date of receipt or (if longer) for such period as the information remains confidential. These obligations do not cover information that: i) was known or becomes known to the receiving party without obligation of confidentiality; ii) is independently developed by the receiving party; or iii) where disclosure is required by law or a governmental agency. Contractor acknowledges that pricing, reported usage, and other provisions of this Agreement that describe the products and services available under the master agreement may be made publicly available by WSCA-NASPO to promote use of the Agreement and shall not be considered Confidential information.

7.5. Personal Information. Each party shall comply with their respective obligations under applicable data protection legislation. Contractor does not intend to have access to personally identifiable information ("PII") of Participating Entity in providing services. To the extent Contractor has access to Participating Entity PII stored on a system or device of Participating Entity, such access will likely be incidental and Participating Entity will remain the data controller of Participating Entity PII at all times. Contractor will use any PII to which it has access strictly for purposes of delivering the services ordered.

7.6 Participating Entity is agreeing to the above language to the extent is not in conflict with Participating Entities public disclosure laws.

8. **DEBARMENT.** The Contract Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Master Agreement) by any governmental department or agency. If the Contract Vendor cannot certify this statement, attach a written explanation for review by WSCA-NASPO.

In any order against this Master Agreement for a requirement established by a Purchasing Entity that discloses the use of federal funding, to the extent another form of certification is not required by a Participating Addendum or the order of the Purchasing Entity, the Contractor's quote represents a recertification consistent with the terms of paragraph 8, Section 2D, Minnesota Terms and Conditions

9. **DEFAULTS & REMEDIES. NEGOTIATED.**

- a. The occurrence of any of the following events shall be an event of default under this Master Agreement:
 - i. Nonperformance of contractual requirements; or
 - ii. A material breach of any term or condition of this Master Agreement; or
 - iii. Any representation or warranty by Contract Vendor in response to the solicitation or in this Master Agreement proves to be untrue or materially misleading; or
 - iv. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contract Vendor, or the appointment of a receiver or similar officer for Contract Vendor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
 - v. Any default specified in another section of this Master Agreement.
 - b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 30 calendar days in which Contract Vendor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contract Vendor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.
 - c. If Contract Vendor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contract Vendor shall be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:
 - i. Exercise any remedy provided by law; and
 - ii. Terminate this Master Agreement and any related Master Agreements or portions thereof; and
 - iii. Impose liquidated damages as provided in this Master Agreement; and
 - iv. Suspend Contract Vendor from receiving future bid solicitations; and
 - v. Suspend Contract Vendor's performance; and
 - vi. Withhold payment until the default is remedied.
 - d. In the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.
 - e. Contractor may discontinue performance with any Purchasing Entity if Purchasing Entity fails to pay any undisputed sum due, or with any Participating Entity if after thirty (30) days written notice Participating Entity has not cured any other material failure to perform under this Agreement.
10. **DELIVERY.** Unless otherwise indicated in the Master Agreement, the prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contract Vendor. Additional delivery charges will not be allowed for back orders.
11. **FORCE MAJEURE.** Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The WSCA-NASPO Master Agreement Administrator may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

12. GOVERNING LAW. This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the Master Agreements shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the Master Agreements or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

13. INDEMNIFICATION. DELETED SEE SECTION 2C17

14. INDEMNIFICATION – INTELLECTUAL PROPERTY. DELETED SEE SECTION 2C17

15. INDEPENDENT CONTRACT VENDOR. The Contract Vendor shall be an independent Contract Vendor, and as such shall have no authorization, express or implied to bind WSCA-NASPO or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA-NASPO or the states, except as expressly set forth herein.

16. INDIVIDUAL CUSTOMER. Except to the extent modified by a Participating Addendum, each Participating Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or to recover any costs allowed in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contract Vendor will apply the charges and invoice each Purchasing Entity individually.

17. INSURANCE. NEGOTIATED. Except to the extent modified by a Participating Addendum, Contract Vendor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contract Vendor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or at a Participating Entity's option, result in termination of its Participating Addendum.

Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, for each of the following categories:

- a. Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
- b. Contract Vendor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

The Contract Vendor is responsible for payment of Contract related premiums on all insurance policies, and deductibles.

Prior to commencement of the work, Contract Vendor shall provide to the Participating Entity a written endorsement to the Contract Vendor's general liability insurance policy that (i) includes the Participating Entity as an additional insured, which endorsement may be met through the use of what is referred to as a "blanket" additional insured endorsement, and (ii) provides that the Contract Vendor's liability insurance policy shall be primary, with any liability insurance of the Participating Entity as secondary and noncontributory.

Contract Vendor shall furnish to Participating Entity copies of certificates of all required insurance within thirty (30) calendar days of the Participating Addendum's effective date and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished, upon request. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at the Lead State Master Agreement Administrator's sole option, result in this Master Agreement's termination.

Coverage and limits shall not limit Contract Vendor's liability and obligations under this Master Agreement.

18. LAWS AND REGULATIONS. NEGOTIATED. Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

If software is licensed to Participating Entity for use in the performance of a US Government prime contract or subcontract, Participating Entity agrees that consistent with FAR 12.211 and 12.212, commercial computer software, documentation and technical data for commercial items are licensed under publisher's standard commercial license.

Products and services provided under these terms are for Participating Entity's internal use and not for further commercialization. Participating Entity is responsible for complying with applicable laws and regulations, including but not limited to, obtaining any required export or import authorizations if Purchasing Entity exports, imports or otherwise transfers products and/or deliverables provided under this Agreement.

19. LICENSE OF PRE-EXISTING INTELLECTUAL PROPERTY. DELETED – SEE SECTION 2B30 FOR REVISED TERM ADDRESSING TITLE OF PRODUCT.

20. NO WAIVER OF SOVEREIGN IMMUNITY. The Lead State, Participating Entity or Purchasing Entity to the extent it applies does not waive its sovereign immunity by entering into this Contract and fully retains all immunities and defenses provided by law with regard to any action based on this Contract.

If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court of the Participating Entity's State.

21. ORDER NUMBERS. NEGOTIATED Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels (if possible), packing slips, invoices, and on all correspondence.

"Order" means the accepted order including any supporting materials which the parties identify as incorporated either by attachment or reference ("Supporting Materials"). Supporting Materials may include (as examples) product lists, hardware or software specifications, standard or negotiated service descriptions, data sheets and their supplements, and statements of work (SOWs), published warranties and service level agreements, and may be available to Participating Entity in hard copy or by accessing a designated Contractor website.

22. PARTICIPANTS. WSCA-NASPO Cooperative Purchasing Organization LLC is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the WSCA/NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states and the District of Columbia. Obligations under this Master Agreement are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award will be permissive.

23. PARTICIPATION OF ENTITIES. Use of specific WSCA-NASPO cooperative Master Agreements by state agencies, political subdivisions and other entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

24. PAYMENT. NEGOTIATED. Payment for completion of an order under this Master Agreement is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contract Vendor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

Prices are exclusive of taxes, duties, and fees, unless otherwise quoted. If a withholding tax is required by law, the tax will be added and identified on the applicable invoice. Prices include the fee as specified in section 1.

25. PUBLIC INFORMATION. The Master Agreement and all related documents are subject to disclosure pursuant to the Participating Entity's public information laws.

26. RECORDS ADMINISTRATION AND AUDIT. NEGOTIATED. The disclosure of records in Participating States relating to Participating addenda and orders placed against the Master Agreement shall be governed by the laws of the Participating State and entity who placed the order.

The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity,

a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for an overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

The rights and obligations herein right exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State Master Agreement Administrator to review compliance with those obligations.

Records will be retained longer if required by Participating Entity's law.

Contractor will be advised with reasonable prior written notice of each audit. The parties will work together in good faith to establish an audit process that does not interfere with Contractor's ability to perform its obligations under this Agreement or any other agreement, or compromise any reasonable security processes or procedures. Contractor will provide the auditor with information reasonably required to effect the audit, provided however that Contractor reserves the right to impose limitation or require additional assurances from Customer and its auditor as may be necessary to protect the Confidential Information of Contractor to the extent such limitations and assurances are not in conflict with Participating Entity's governing laws. In no event will Contractor be required to provide Customer or its auditor with access to Contractor's internal costs and resource utilization data, or data related to employees or other customers of Contractor to the extent it's not in conflict with Participating Entity's governing law.

27. REPORTS - SUMMARY AND DETAILED USAGE. In addition to other reports that may be required by this solicitation, the Contract Vendor shall provide the following WSCA-NASPO reports.

- a. **Summary Sales Data.** The Contractor shall submit quarterly sales reports directly to WSCA-NASPO using the WSCA-NASPO Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than the last day of the month following the end of the calendar quarter (as specified in the reporting tool).
- b. **Detailed Sales Data.** Contract Vendor shall also report detailed sales data by: state; entity/customer type, e.g., local government, higher education, K12, non-profit; Purchasing Entity name; Purchasing Entity bill-to and ship-to locations; Purchasing Entity and Contract Vendor Purchase Order identifier/number(s); Purchase Order Type (e.g., sales order, credit, return, upgrade, determined by industry practices); Purchase Order date; Ship Date; and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State no later than the last day of the month following the end of the reporting period. Reports shall be delivered to the Lead State and to the WSCA-NASPO Cooperative Development Team electronically through email; CD-Rom, jump drive or other electronic matter as determined by the Lead State.

Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in Section 6, Attachment H.

- c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the Participating Addendum. Specific data in relation to sales to employees for personal use to be defined in the final contract award to ensure only public information is reported.
- d. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

28. ACCEPTANCE AND ACCEPTANCE TESTING. NEGOTIATED.

- a. **Acceptance.** Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) shall determine whether all Products and Services delivered meet the

Contractor's published specifications (a.k.a. "Specifications"). No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor within thirty (30) calendar days following delivery of non-acceptance of a Product or completion of Service. In the event that the Contractor has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 31st day after delivery of Product or completion of Services. This clause shall not be applicable, if acceptance testing and corresponding terms have been mutually agreed to by both parties in writing.

- b. **Acceptance Testing.** The Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) and the Contract Vendor shall determine if Acceptance Testing is applicable and/or required for the purchase. The terms in regards to acceptance testing will be negotiated, in writing, as mutually agreed. If Acceptance Testing is NOT applicable, the terms regarding Acceptance in the Contract shall prevail.
- c. **Installation.** If Contractor is providing installation with the product purchase, Contractor's site guidelines (available upon request) will describe the facilities Participating Entity is required to provide. Contractor will conduct its standard installation and test procedures to confirm completion.

29. **SYSTEM FAILURE OR DAMAGE.** In the event of system failure or damage caused by the Contract Vendor or its Product, the Contract Vendor agrees to use its commercially reasonable efforts to restore or assist in restoring the system to operational capacity. The Contract Vendor shall be responsible under this provision to the extent a 'system' is defined at the time of the Order; otherwise the rights of the Purchasing Entity shall be governed by the Warranty.

30. **TITLE OF PRODUCT.** NEGOTIATED

OWNERSHIP

- a. **Intellectual Property Rights.** No transfer of ownership of any intellectual property will occur under this Agreement. Purchasing Entity grants Contractor a non-exclusive, worldwide, royalty-free right and license to any intellectual property that is necessary for Contractor and its designees to perform the ordered services. If deliverables are created by Contractor specifically for Purchasing Entity and identified as such in Supporting Material, Contractor hereby grants Purchasing Entity a worldwide, non-exclusive, fully paid, royalty-free license to reproduce and use copies of the deliverables internally.
- b. **Title.** Title for hardware products will pass upon delivery to Customer or its designee. Where permitted by law, HP retains a security interest in products sold until full payment is received.

31. **WAIVER OF BREACH.** Failure of Lead State Master Agreement Administrator, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State or Participating Entity must be in writing. Waiver by the Lead State Master Agreement Administrator, Participating Entity, or Purchasing Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or breach of any terms or requirements shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, a Participating Addendum, or order.

32. **WARRANTY.** NEGOTIATED. The warranty provided must be the manufacturers written warranty tied to the product at the time of purchase and must include the following: (a) the Product performs according to the Specifications (b) the Product is suitable for the ordinary purposes for which such Product is used, and, (c) the Product is designed and manufactured in a commercially reasonable manner. Products and services are provided with the standard manufacturer's published warranty, support, and software licensing terms ("Specifications"). Services are performed using generally recognized commercial practices and standards. Customer agrees to provide prompt notice of any service concerns.

For third party products sold by the Contract Vendor that are not Contractor-branded, the Contract Vendor sells the third party products with the manufacturer or publisher's standard warranty, license, and maintenance "AS IS". The Contract Vendor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.

Upon breach of the warranty, the Contract Vendor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contract Vendor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contract Vendor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or so ordered by the court.

This Agreement states all remedies for warranty claims. To the extent permitted by law, Contractor disclaims all other warranties.

MASTER AGREEMENT TERMS AND CONDITIONS

C. MINNESOTA TERMS AND CONDITIONS

1. **ACCEPTANCE OF PROPOSAL CONTENT.** The contents of this RFP and selected portions of response of the successful Proposer will become contractual obligations, along with the final Master Agreement, if acquisition action ensues. The Lead State is solely responsible for rendering the decision in matters of interpretation of all terms and conditions.
2. **ACCESSIBILITY STANDARDS.** The State of Minnesota has developed IT Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf

Responders must complete the WCAG VPAT form included in the FORMS section of the RFP. The completed VPAT form will be scored based on its compliance with the Accessibility Standards. The requested WCAG VPAT applies to the responder's website to be offered under the Contract. For products offered, VPATS are only to be provided upon request by the participating entity.

Upon request by the participating entity, the responder must make best efforts to provide Voluntary Product Accessibility Templates (VPATS) for all products offered in its response. Click here for link to VPATS for both Section 508 VPAT and WCAG 2.0 VPAT <http://mn.gov/oet/policies-and-standards/accessibility/#>.

3. **ADMINISTRATIVE PERSONNEL CHANGES.** The Contract Vendor must notify the Contract Administrator of changes in the Contract Vendor's key administrative personnel, in advance and in writing. Any employee of the Contract Vendor who, in the opinion of the State of Minnesota, is unacceptable, shall be removed from the project upon written notice to the Contract Vendor. In the event that an employee is removed pursuant to a written request from the Acquisition Management Specialist, the Contract Vendor shall have 10 working days in which to fill the vacancy with an acceptable employee.
4. **AMENDMENT(S).** Master Agreement amendments shall be negotiated by the Lead State with the Contract Vendor whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work. An approved Master Agreement amendment means one approved by the authorized signatories of the Contract Vendor and the Lead State as required by law.
5. **AMERICANS WITH DISABILITIES ACT (ADA). DELETED.**
6. **AWARD OF RELATED CONTRACTS.** In the event the Lead State undertakes or awards supplemental Contracts for work related to the Master Agreement or any portion thereof, the Contract Vendor shall cooperate fully with all other Contract Vendors and the State in all such cases. All Master Agreements between subcontractors and the Contract Vendor shall include a provision requiring compliance with this section.
7. **AWARD OF SUCCESSOR CONTRACTS.** In the event the State undertakes or awards a successor for work related to the Contract or any portion thereof, the current Contract Vendor shall cooperate fully during the transition with all other Contract Vendors and the State in all such cases. All Master Agreements between subcontractors and the Contract Vendor shall include a provision requiring compliance with this section.
8. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION.**
 - a. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.
Instructions for certification:
 1. By signing and submitting this proposal, the prospective lower tier participant [responder] is providing the certification set out below.
 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal [response] is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
 4. The terms covered transaction, debarred, suspended, ineligible lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
 5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction [subcontract equal to or exceeding \$25,000] with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
 6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of parties excluded from federal procurement and nonprocurement programs.
 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- b. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.
1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
9. **CHANGE REQUESTS. NEGOTIATED.** The Lead State reserves the right to request, during the term of the Master Agreement, changes to the products offered. Products introduced during the term of the Master Agreement shall go through a formal review process. A formal process of changing the Master Agreement shall be developed during the negotiation of the Master Agreement. The Contract Vendor shall evaluate and recommend products for which agencies have an expressed need. The Lead State shall require the Contract Vendor to provide a summary of its research of those products being recommended for inclusion in the Master Agreement as well as defining how adding the product will enhance the Master Agreement. The Lead State may request that products, other than those recommended, are added to the Master Agreement.

In the event that the Lead State desires to add new products and services that are not included in the original Master Agreement, the Lead State requires that independent manufacturers and resellers cooperate with the already

established Contract Vendor in order to meet the Lead State's requirements. Evidence of the need to add products or services should be demonstrated to the Lead State. The Master Agreement shall be modified via supplement or amendment. The Lead State will negotiate the inclusion of the products and services with the Contract Vendor. No products or services will be added to the Master Agreement without the Lead State's prior approval.

Requests to change the scope of services or deliverables, on a per-Order basis, will require a change order signed by the Purchasing Entity and Contractor.

10. **CONFLICT MINERALS.** Contract Vendor must provide information to the public on its website regarding the use of conflict minerals, as required by Section 13(p) of the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder. See: <http://www.sec.gov/rules/final/2012/34-67716.pdf>.
11. **COPYRIGHTED MATERIAL WAIVER.** The Lead State reserves the right to use, reproduce and publish proposals in any manner necessary for State agencies and local units of government to access the responses and/or to respond to request for information pursuant to Minnesota Government Data Practices Act, , including but not limited to emailing, photocopying, State Intranet/Internet postings, broadcast faxing, and direct mailing. In the event that the response contains copyrighted or trademarked materials, it is the responder's responsibility to obtain permission for the Lead State to reproduce and publish the information, regardless of whether the responder is the manufacturer or reseller of the products listed in the materials. By signing its response, the responder certifies that it has obtained all necessary approvals for the reproduction and/or distribution of the contents of its response and agrees to indemnify, protect, save and hold the Lead State, its representatives and employees harmless from any and all claims arising from the violation of this section and agrees to pay all legal fees incurred by the Lead State in the defense of any such action.
12. **EFFECTIVE DATE.** Pursuant to Minnesota law, the Master Agreement arising from this RFP shall be effective upon the date of final execution by the Lead State, unless a later date is specified in the Master Agreement.
13. **FOREIGN OUTSOURCING OF WORK.** Upon request, the Contract Vendor is required to provide information regarding the location of where services, data storage and/or location of data processing under the Master Agreement will be performed.
14. **GOVERNMENT DATA PRACTICES.** The Contract Vendor and the Lead State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the Lead State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the Lead State to the Contract Vendor and all data provided to the Lead State by the Contract Vendor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contract Vendor in accordance with the Master Agreement that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

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

The Contract Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Master Agreement. In the event that the Contract Vendor subcontracts any or all of the work to be performed under the Master Agreement, the Contract Vendor shall retain responsibility under the terms of this article for such work.
15. **HAZARDOUS SUBSTANCES.** To the extent that the goods to be supplied by the Contract Vendor contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable State and federal laws and regulations, the Contract Vendor must provide Material Safety Data Sheets regarding those substances. A copy must be included with each delivery.
16. **HUMAN RIGHTS/AFFIRMATIVE ACTION.** The Lead State requires affirmative action compliance by its Contract Vendors in accordance with Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600.

- a. Covered contracts and Contract Vendors. One-time acquisitions, or a contract for a predetermined amount of goods and/or services, where the amount of your response is in excess of \$100,000 requires completion of the Affirmative Action Certification page. If the solicitation is for a contract for an indeterminate amount of goods and/or services, and the State estimated total value of the contract exceeds \$100,000 whether it will be a multiple award contract or not, you must complete the Affirmative Action Certification page. If the contract dollar amount or the State estimated total contract amount exceeds \$100,000 and the Contract Vendor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, the Contract Vendor must comply with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600. A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600 that had more than 40 full-time employees within Minnesota on a single working day during the previous 12 months must have a certificate of compliance issued by the commissioner of the Department of Human Rights (certificate of compliance). A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 that did not have more than 40 full-time employees on a single working day during the previous 12 months within Minnesota but that did have more than 40 full-time employees in the state where it has its principal place of business and that does not have a certificate of compliance must certify that it is in compliance with federal affirmative action requirements.
- b. Minn. Stat. § 363A.36, subd. 1 requires the Contract Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the commissioner of the Department of Human Rights (commissioner) as indicated by a certificate of compliance. Minn. Stat. § 363A.36 addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- c. Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Contract Vendor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and parts 5000.3552-5000.3559.
- d. Disabled Workers. Minn. R. 5000.3550 provides the Contract Vendor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

- (a) The Contract Vendor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contract Vendor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The Contract Vendor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- (c) In the event of the Contract Vendor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- (d) The Contract Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contract Vendor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
- (e) The Contract Vendor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contract Vendor is bound by the terms of Minn. Stat. § 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

- e. Consequences. The consequences of a Contract Vendor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of the Contract by the commissioner or the State.
- f. Certification. The Contract Vendor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance. It is agreed between the parties that Minn. Stat. 363.36 and Minn. R. 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600 are available upon request from the contracting agency.

17. INDEMNIFICATION. NEGOTIATED. The Contract Vendor shall indemnify, protect, save and hold harmless the Lead State and the Participating Entity, its representatives and employees, from any and all third party claims or causes of action, including all legal fees incurred by the Lead State and the Participating Entity arising from the negligence or willful misconduct in performance of the Master Agreement by the Contract Vendor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contract Vendor may have with the Lead State's and Participating Entity's failure to fulfill its obligations pursuant to the Master Agreement.

If the Participating Entity's laws require approval of a third party to defend Participating Entity, Participating Entity will seek such approval and if approval is not received, Contract Vendor is not required to defend that Participating Entity.

18. INTELLECTUAL PROPERTY INDEMNIFICATION. The Contract Vendor warrants that any Contractor-branded materials or products provided or produced by the Contract Vendor or utilized by the Contract Vendor in the performance of this Master Agreement will not infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such claim by any third party against the Participating Entity, the Participating Entity shall promptly notify the Contract Vendor. The Contract Vendor, at its own expense, shall indemnify, defend or settle, and hold harmless the Participating Entity against any loss, cost, expense, or liability (including legal fees) arising out of such a claim, whether or not such claim is successful against the Participating Entity.

If such a claim has occurred, or in the Contract Vendor's opinion is likely to occur, the Contract Vendor shall either procure for the Participating Entity the right to continue using the materials or products or replacement or modified materials or products. If an option satisfactory to the Participating Entity is not reasonably available, the Participating Entity shall return the materials or products to the Contract Vendor, upon written request of the Contract Vendor and at the Contract Vendor's expense.

The Contractor has no obligation for any claim of infringement arising from:

- a. The Contractor's compliance with the Purchasing Entity's or by a third party on the Purchasing Entity's behalf designs, specifications, or instructions;
- b. The Contractor's use of technical information or technology provided by the Purchasing Entity;
- c. Product modifications by the Purchasing Entity or a third party;
- d. Product use prohibited by Specifications or related application notes; or
- e. Product use with Products that are not the Contractor-branded.

19. LIMITATION OF LIABILITY. Contractor will be responsible for damages that Purchasing Entity may incur as a result of purchasing products and services from HP, up to \$10,000,000 (ten million dollars).

Except for unauthorized use of Purchasing Entity's or Contractor's intellectual property, neither Purchasing Entity nor Contractor will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages. Contractor does not limit its liability for death or bodily injury caused by its negligence, acts of fraud, willful repudiation of the agreement, nor any liability which may not be excluded or limited by applicable law.

20. JURISDICTION AND VENUE. This RFP and any ensuing Master Agreement, its amendments and supplements thereto, shall be governed by the laws of the State of Minnesota, USA. Venue for all legal proceedings arising out of the Master Agreement, or breach thereof, shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota. By submitting a response to this Request for Proposal, a Responder voluntarily agrees to be subject to the jurisdiction of Minnesota for all proceedings arising out of this RFP, any ensuing Master Agreement, or any breach thereof.

- 21. LAWS AND REGULATIONS.** Any and all services, articles or equipment offered and furnished must comply fully with all local, State and federal laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination and business registration requirements of the Office of the Minnesota Secretary of State.
- 22. NONVISUAL ACCESS STANDARDS.** Pursuant to Minn. Stat. § 16C.145, the Contract Vendor shall comply with the following nonvisual technology access standards :
- a. That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
 - b. That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
 - c. That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
 - d. That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

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

- 23. NOTICE TO RESPONDERS.** Pursuant to Minn. Stat. § 270C.65, subd. 3, Contract Vendors are required to provide their Federal Employer Identification Number or Social Security Number. This information may be used in the enforcement of federal and State tax laws. Supplying these numbers could result in action to require a Contract Vendor to file tax returns and pay delinquent tax liabilities. These numbers will be available to federal and State tax authorities and State personnel involved in the payment of State obligations.
- 24. ORGANIZATIONAL CONFLICTS OF INTEREST.** The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:
- a Contract Vendor is unable or potentially unable to render impartial assistance or advice to the State;
 - the Contract Vendor's objectivity in performing the work is or might be otherwise impaired; or
 - the Contract Vendor has an unfair competitive advantage.

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

- 25. PAYMENT CARD INDUSTRY DATA SECURITY STANDARD AND CARDHOLDER INFORMATION SECURITY. NEGOTIATED. NOT APPLICABLE TO CONTRACT VENDOR.**
- 26. PERFORMANCE WHILE DISPUTE IS PENDING.** Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under the Master Agreement that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under the Master Agreement, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.
- 27. PREFERENCE.**
Targeted/Economically Disadvantaged. In accordance with Minn. Stat. § 16C.16, subds. 6 and 7, eligible certified targeted group (TG) businesses and certified economically disadvantaged (ED) businesses will receive a 6 percent preference on the basis of award for this RFP. The preference is applied only to the first \$500,000 of the response to the RFP. Eligible TG businesses must be currently certified by the Materials Management Division prior to the bid opening date and time.

To verify TG/ED certification, refer to the Materials Management Division's web site at www.mmd.admin.state.mn.us under "Vendor Information, Directory of Certified TG/ED Vendors."

To verify TG eligibility for preference, refer to the Materials Management Division's web site under "Vendor Information, Targeted Groups Eligible for Preference in State Purchasing" or call the Division's Helpline at 651.296.2600.

Reciprocal Preference. In accordance with Minn. Stat. §16C.06, subd 7, the acquisition of goods or services shall be allowed a preference over a non-resident vendor from a state that gives or requires a preference to vendors from that state, the preference shall be equal to the preference given or required by the state of the non-resident vendor. If you wish to be considered a Minnesota Resident vendor you must claim that by filling out the Resident Vendor Form included in this solicitation and include it in your response.

Veteran. In accordance with Minn. Stat. § 16C.16, subd. 6a, (a) Except when mandated by the federal government as a condition of receiving federal funds, the commissioner shall award up to a six percent preference in the amount bid on state procurement to **certified small businesses that are majority-owned and operated by:**

- (1) recently separated veterans who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs;
- (2) veterans with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs; or
- (3) any other veteran-owned small businesses certified under section 16C.19, paragraph (d).

In accordance with Minn. Stat. § 16C.19 (d), a veteran-owned small business, the principal place of business of which is in Minnesota, is certified if it has been verified by the United States Department of Veterans Affairs as being either a veteran-owned small business or a service disabled veteran-owned small business, in accordance with Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

To receive a preference the veteran-owned small business must meet the statutory requirements above by the solicitation opening date and time. The preference is applied only to the first \$500,000 of the response.

If responder is claiming the veteran-owned preference, attach documentation, sign and return form with response to the solicitation. Only eligible veteran-owned small businesses that meet the statutory requirements and provide adequate documentation will be given the preference.

28. PUBLIC INFORMATION. Once the information contained in the responses is deemed public information, interested parties may request to obtain the public information. You may call 651.201.2413 between the hours of 8:00 a.m. to 4:30 p.m. to arrange this.

29. PUBLICITY. Any publicity given to the program, publications or services provided resulting from a State contract for goods or services, including but not limited to notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contract Vendor, or its employees individually or jointly with others, or any subcontractors, shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Master Agreement prior to its approval by the State's Authorized Representative and the State's Assistant Director or designee of Materials Management Division. The Contract Vendor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of the Master Agreement without the prior written consent of the State's Assistant Director or designee of Materials Management Division. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

30. PURCHASE ORDERS. The State requires that there will be no minimum order requirements or charges to process an individual purchase order. The Master Agreement number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.). The Ordering Entity's purchase order constitutes a binding contract

31. RIGHTS RESERVED. Notwithstanding anything to the contrary, the State reserves the right to:

- a. reject any and all responses received;
- b. select, for Master Agreements or for negotiations, a response other than that with the lowest cost;
- c. waive or modify any informalities, irregularities, or inconsistencies in the responses received;
- d. negotiate any aspect of the proposal with any responder and negotiate with more than one responder;
- e. request a BEST and FINAL OFFER, if the State deems it necessary and desirable; and

- f. terminate negotiations and select the next response providing the best value for the State, prepare and release a new RFP, or take such other action as the State deems appropriate if negotiations fail to result in a successful Master Agreement.
- 32. RISK OF LOSS OR DAMAGE.** The State is relieved of all risks of loss or damage to the goods and/or equipment during periods of transportation, and installation by the Contract Vendor and in the possession of the Contract Vendor or their authorized agent.
- 33. SEVERABILITY.** If any provision of the Master Agreement, including items incorporated by reference, is found to be illegal, unenforceable, or void, then both the State and the Contract Vendor shall be relieved of all obligations arising under such provisions. If the remainder of the Master Agreement is capable of performance it shall not be affected by such declaration or finding and shall be fully performed.
- 34. STATE AUDITS** (Minn. Stat. § 16C.05, subd. 5). The books, records, documents, and accounting procedures and practices of the Contract Vendor or other party, that are relevant to the Master Agreement or transaction are subject to examination by the contracting agency and either the Legislative Auditor or the State Auditor as appropriate for a minimum of six years after the end of the Master Agreement or transaction. The State reserves the right to authorize delegate(s) to audit this Master Agreement and transactions.
- 35. SURVIVABILITY. NEGOTIATED.** The following rights and duties of the State and responder will survive the expiration or cancellation of the resulting Master Agreements. These rights and duties include, but are not limited to paragraphs: Indemnification, Hold Harmless and Limitation of Liability, State Audits, Government Data Practices, Governing Law, Jurisdiction and Venue, Publicity, Intellectual Property Indemnification, and Admin Fees. Software licenses, warranty, and service agreement that were entered into under the terms and conditions of the Agreement shall survive the expiration or termination of this Agreement.
- 36. TRADE SECRET/CONFIDENTIAL INFORMATION.** Any information submitted as Trade Secret must be identified and submitted per the Trade Secret Form and must meet Minnesota Trade Secret as defined in Minn. Stat. § 13.37



COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT B - PRICING

1. **BAND(S) AWARDED:** Band 1: Desktop Band 2: Laptop Band 3: Tablet Band 4: Server Band 5: Storage.
2. **PRICE STRUCTURE.** The contract employs a MINIMUM discount-off baseline price list structure with category exceptions for each band. The category discounts may be higher or lower than the than the band discount. The minimum discount and categorized exceptions will be applied to all "quantity one" procurements. An end user will be able to verify pricing using the named base line price list and the minimum discounts with the categorized exceptions provided in the Master Agreement.
3. **PRICE GUARANTEE.** These discounts must remain firm, or the discount may be increased, during the term of the Master Agreement.
4. **BASELINE PRICE LIST.** The Base Line Price is designated in the Pricing Discount Schedule. The Base Line Price List must be accessible and verifiable by potential end users preferably on the Contract Vendor Website. All historic versions of the Baseline Price List must be made available upon request pursuant to the audit provisions.
5. **PRODUCT AND SERVICE SCHEDULE (PSS).** The Product and Service Schedule (PSS) identifies a complete listing of all products and services included in the awarded Master Agreement. The PSS serves as the Contract Catalog. **The PSS will be submitted to the Lead State following contract award and must be approved by the Lead State prior to the start of any sales.** The PSS must be available on the Contract Vendor website for end users to verify pricing based on the minimum discounts with category exceptions provided off a designated base line price list. The Contract Vendor will work with each State to develop a satisfactory PSS reflecting the individual States restrictions.
6. **CHANGES TO THE PSS.** Contract Vendor will request changes to the PSS utilizing an Action Request Form (ARF) Submittals will be reviewed by the Lead State quarterly. Obsolete and discontinued products will be removed.
7. **BULK/VOLUME PRICING.** Further bulk/quantity savings may be obtained when additional quantities are requested. Additional savings are expected when competing awarded vendors for volume pricing.
8. **PROMOTIONAL OFFERS.** Contract Vendors may provide promotions for deeply discounted products based on their inventory and sales. The Contract Vendors will be responsible to market these offers.
9. **PREMIUM SAVINGS PACKAGE PROGRAM.** Contract Vendors participating in the Premium Savings Package (PSP) Program will commit to the standard configurations. The standards currently are refreshed every six months (May and November). Refresh schedule is subject to change. See current configurations: <http://www.wnpsp.com/index.html>. States and other Participating Entities can choose to purchase these packages without any signing additional documents.
10. **TRADE-IN.** Trade-In Programs are the option of the Participating Entity. The Participating Addendum by each State may address the allowance of Trade-Ins.
11. **SERVICES.** Services are at the option of the Participating Entity. The Participating Addendum by each State may address service agreement terms and related travel.

12. **LEASING.** The Discount schedule will indicate if the Contract Vendor provides leasing. Participating Entities may enter in to lease agreements if they have the legal authority to enter into these types of agreements. The Participating Addendum by each State will identify if and how leasing agreement terms will be conducted.
13. **FREIGHT.** All prices shall be FOB Destination, prepaid and allowed (with freight included in the price), to the address, receiving dock or warehouse as specified on the ordering agency's purchase order. In those situations in which the "deliver-to" address has no receiving dock or agents, the Contract Vendor must be able to deliver to the person specified on the PO without additional cost. If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance in order for the customer to determine if the additional cost will affect the decision to utilize the Contract Vendor.
14. **DELIVERY.** Delivery of ordered product should be completed within thirty (30) calendar days after receipt of an order, unless otherwise agreed to by the ordering agency.



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EXHIBIT B - PRICING SCHEDULE

1. BASELINE PRICING HP LIST PRICE		LINK:	
2. BAND DISCOUNTS		CATEGORY CODE	MINIMUM DISCOUNT
BAND 1 DESKTOP		1M	16%
BAND 2 LAPTOP		2M	12%
BAND 3 TABLET		3M	20%
BAND 4 SERVER		4M	14%
BAND 5 STORAGE		5M	20%
Category Exception: Promotions/Smart Buys		PROMO	1%
IMPORTANT: The minimum discount is provided, refer to Contract Vendor's Website for any additional discounts and request a quote for bulk/volume discounts. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price). If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance.			
3. THIRD PARTY PRODUCTS		TPH	10%
Category Exception: Third Party Software		TPS	5%
Category Exception: Microsoft O/S when purchased with Band 4 items		4M16	0%
See HP WSCA-NASPO Website for Approved Third Party Software & Hardware Manufacturers.			
4. SERVICES - Offered at 7-22% - Contact HP for Time and Materials Rates and Custom Services			
Services are at the option of the Participating State. The Participating Addendum by each State may address service agreement terms. The majority of HP Branded products include up to a 3 year warranty and HP provides options to upgrade to 2, 3, 4 and 5 year warranty through HP Care Packs for some products as available. For product specifications & standard warranty included with system see: http://h71069.www7.hp.com/quickspecs/overview.html#intro			
5. LEASING			
Participating Addendum may identify if and how leasing agreement terms will be conducted.			
6. ADDITIONAL DISCOUNTS – Request a quote for discounts on bulk/volume purchases.			
a. Big Deal Pricing: Contact HP sales for additional savings provided through "special fixed pricing" (Big Deal). HP offers Multiple Transaction Volume based on the quantity, specific product or products purchased in a given time period.			
b. Cumulative and Special Discounts: Based on annual volume, HP will evaluate yearly sales on the Master Agreement and may elect to provide potential increased discount per band or provide specials for select products for the product category or series life cycle.			
c. Additional Bulk/Volume Discount Options: HP may provide procuring entities with different flexible savings options based on what meets their specific needs and requirements. HP may provide opportunities in the form of additional equipment if allowed by the Participating Entity.			
d. Contact HP for detailed list of additional discounts provided.			



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MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT C - PRODUCT AND SERVICE SCHEDULE (PSS)

1. **MAINTAINING THE PSS.** The Product and Service Schedule (PSS) identifies a complete listing of all products and services included in the awarded Master Agreement. The PSS serves as the WSCA-NASPO Contract Catalog. **The PSS will be submitted to the Lead State following contract award and must be approved by the Lead State prior to the start of any sales.** The PSS must be available on the Contract Vendor website for end users to verify pricing based on the minimum discounts with category exceptions provided off a designated base line price list. The Contract Vendor will work with each State to develop a satisfactory PSS reflecting the individual States restrictions. The Contract Vendor will work to develop a PSS satisfactory to the Lead State prior to the start of sales and containing the following information:
 - a. Band number
 - b. Part # - SKU #
 - c. Manufacturer
 - d. Description
 - e. Minimum Discount
 - f. Category Code (This code will be refined during the approval process)
 - g. Other fields approved by the Lead State
2. **CHANGES TO THE PSS:** Contract Vendor will request changes to the PSS utilizing an Action Request Form (ARF). Submittals will be reviewed by the Lead State quarterly. Obsolete and discontinued products will be removed.
3. **FORMAT:** The format for the final product and service schedule will be approved within 30 days of contract award. Suggested format is provided below:

MANUFACTURER NAME: _____ **DATE:** _____
BASELINE PRICE LIST: _____
LINK: _____

BAND	Part # - SKU#	MANUFACTURER	DESCRIPTION	MINIMUM DISCOUNT	CATEGORY CODE
1	XYZ	ABC	DESKTOP	60%	1M
2	550	ZZZZZZZ	LAPTOP CART	10%	2TM
3	123A	ABC	SUPER TABLET	25%	3A

4. **THIRD PARTY PRODUCTS:** A list of third party products is to be submitted to the Lead State. Approval must be received from the Lead State prior to adding third party products to the Product and Service Schedule. Master Agreement restrictions of third party products include:
 - a. Contract Vendors can only offer Third Party Products in the bands they have been awarded.
 - b. Contract Vendor cannot offer products manufactured by another Contract Vendor holding a Minnesota WSCA-NASPO Master Agreement unless approved by the Lead State.
 - c. The Contract Vendor will assign the manufacturer or publisher's warranty and maintenance. The Contract Vendor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.
 - d. Any additions to the Third Party Product list must be submitted utilizing the Action Request Form.
 - e. The approved Third Party Product list will be clearly posted on the Vendor provided website and updated as products are approved.



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MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT D - WEBSITE

1. **IMPLEMENTATION.** Within 30 calendar days of Master Agreement award, the Contract Vendor must provide a sample URL of the Master Agreement webpage to the Lead State for review and approval. The Lead State will review and determine acceptability of the website format and data. If the information is determined to be unacceptable or incorrect, the Contract Vendor will have 15 calendar days to provide revisions to the Lead State. Once the website is approved, the Contract Vendor may not make material changes to the website without notifying the Lead State and receiving written approval of the changes utilizing the Action Request Form. The Contract Vendor must continue to monitor and update the website throughout the life of the contract. Periodic audits may be conducted to ensure websites are updated and Contract Vendors will be expected to correct deficiencies.
2. **WEBSITE CONTENT.** The website must be separate from the Contract Vendor's commercially available (i.e., public) on-line catalog and ordering systems. Contract Vendor agrees to pursue design of a website to include the items listed below. The Lead State will review and determine acceptability of the website format and data as stated in Item 1 above.
 - a. Baseline Price List and historic versions
 - b. Approved Product and Service Schedule (PSS)
 - c. Product specifications, pricing, and configuration aids for the major product categories proposed that can be used to obtain an on-line quote
 - d. Third Party Product list will be clearly posted on the Vendor provided website and updated as products are approved
 - e. Link to the WSCA-NASPO EmarketCenter
 - f. Online ordering capability with the ability to remember multiple ship to locations if applicable to product
 - g. Contact information for order placement, service concerns (warranty and maintenance), problem reporting, and billing concerns
 - h. Sales representatives for participating entities
 - i. Purchase order tracking
 - j. Available Twenty-four (24) hours per day, seven (7) days per week availability, except for regularly scheduled maintenance
 - k. Additional Terms may not be posted on the Website without written approval of the Lead State
 - l. Link to the WSCA-NASPO EmarketCenter if a State is participating
 - m. Information on accessibility and accessible products
 - n. If participating in Premium Savings Package Program, lead with these products and display prominently on the website
 - o. Links to environmental certification, including but not limited to take-back/recycling programs,
 - p. Information regarding the use of Conflict minerals, as required by Section 13(p) of the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder. See: <http://www.sec.gov/rules/final/2012/34-67716.pdf>
 - q. Service options, service agreements for negotiations when allowed by a participating addendum
 - r. EPEAT, Energy Star, etc.
 - s. Link to Signed Participating Addendums
 - t. Link to Signed Master Agreement
 - u. Link to solicitation and Response
3. **TERMINATION** Upon termination or expiration of the Master Agreement awarded from this RFP all websites, on-line offering systems and Electronic Catalog functions supported and/or available as part of the Master Agreement will cease and be removed from public viewing access without redirecting to another website.



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MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD EXHIBIT E - ACTION REQUEST UPDATE FORM (ARF)

The Action Request Form (ARF) provided in this document must be utilized by the Contract Vendor to provide quarterly updates of PSS and to make requests. The Action Request Forms may be reviewed quarterly by the Lead State.

DATE: _____

ATTN: WSCA-NASPO Master Agreement Administrator

RE: Master Agreement # _____ with _____ (Contract Vendor)

Dear WSCA-NASPO Master Agreement Administrator:

_____ (Contract Vendor) is providing the following update and/or requesting the action noted below.

Action Requested: _____

Action Log: _____ Verify Log is attached

SELECT ACTION BELOW AND PROVIDE REQUIRED INFORMATION:

- | | |
|--|---|
| <input type="checkbox"/> Update of Product & Service Schedule | <input type="checkbox"/> Provide summary of additions, deletions and pricing changes. |
| NOTE: THIS WILL BE A NOTIFICATION OF CHANGES TO THE PSS, APPROVAL WILL NOT BE NEEDED | |
| <input type="checkbox"/> Quarterly Self Audit | <input type="checkbox"/> Check this box to verify the Quarterly Self Audit has been completed |
| <input type="checkbox"/> Third Party Product Addition | <input type="checkbox"/> Provide warranty Guarantee |
| <input type="checkbox"/> Marketing Approval | <input type="checkbox"/> Attach Materials for review |
| <input type="checkbox"/> Material Website Change | <input type="checkbox"/> Describe and provide link for review |
| <input type="checkbox"/> Miscellaneous Inquiry | <input type="checkbox"/> Provide detail (e.g. key contact change, etc.) |

The Contract Vendor certifies Products and Services provided meet the terms and conditions of the Master Agreement and understands they may be audited for compliance. Additional information may be requested upon submission. The Lead State may remove previously approved items throughout the life of the Master Agreement if in the best interest at its sole discretion.

Contract Vendor: _____ Name of Requester: _____

_____ Title of Requester:





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MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT F - REPORTING

- OWNERSHIP:** Recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided.
- DUE DATE:** Reports shall be due no later than the last day of the month following the end of the calendar quarter.

	FROM	TO	DUE
Q1	January 1	March 31	April 30
Q2	April 1	June 30	July 31
Q3	July 1	September 30	October 31
Q4	October 1	December 31	January 31

3. REQUIRED REPORTS:

	Report Name	Submitted to	Purpose & Submittal
1	WSCA-NASPO Administrative Fee	WSCA-NASPO	Identify total sales and administrative fee due to WSCA-NASPO 1) Go to: http://www.naspo.org/WNCPO/Calculator.aspx 2) Complete all contract report information fields 3) Enter total sales per State or Select "no sales for quarter" checkbox 4) Click on Submit button
2	WSCA-NASPO Detailed Sales	WSCA-NASPO	Detailed sales data by line item. Currently via an Excel Report template. Future MAY involve a portal. No modifications may be made by the Contract Vendor to the template. This report may also fulfill the reporting requirements of self audits, premium savings sales, and Bring Your Own Device Employee Sales.
3	Participating States	Participating State	Contract Vendor may utilize the detailed sales report to report to individual States unless otherwise directed by the State. States may require additional reporting.
4	Participating Addendum Status	WSCA-NASPO	Provides status of Participating Addendums. Excel Template to be provided by WSCA-NASPO.
5	Premium Saving Package (PSP)	PSP Lead	Additional reporting may be requested.
6	Quarterly Updates of PSS and Self Audit	Lead State	Utilize the Action Request Form (ARF)



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MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT G – DEFINITIONS

Acceptance. See Master Agreement Terms regarding Acceptance and Acceptance Testing.

Accessory. Accessories do not extend the functionality of the computer, but enhances the user experience i.e., mouse pad, monitor stand. For the purposes of this proposal, accessories are considered peripherals.

Bands: For the purpose of this solicitation, there are six product bands which may be awarded. Each product band includes related peripherals and services. Responders must only respond to Bands in which they manufacture the defined product. Responder may receive an award in one or more bands for which they manufacture a product based on the evaluation.

BAND 1: DESKTOP. A desktop computer is a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: 1) the processor, 2) display monitor and 3) input devices usually a keyboard and a mouse. All operating systems for tablets are allowed. Zero Clients, Thin clients, all in ones and workstations will also be included under desktops. Ruggedized equipment may also be included in the Product and Service schedule for this band.

BAND 2: LAPTOP. A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. All operating systems for tablets are allowed. Laptops will include notebooks, ultrabook, mobile thin clients, chromebooks and netbooks. Computers with mobile operating systems will also be included under laptops. Tablets that have the option to be utilized with a keyboard can be sold in this band. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

BAND 3: TABLET. A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. All operating systems for tablets are allowed. Ruggedized equipment may also be included as a category in the Product and Service Schedule for this band.

BAND 4: SERVER. A server is a physical computer dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. This band also includes server appliances. Server appliances have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components such as those found in blade chassis systems. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

BAND 5: STORAGE. Storage is hardware with the ability to store large amounts of data. This band includes SAN switching necessary for the proper functioning of the storage environment. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

BAND 6: RUGGEDIZED DEVICES Ruggedized refers to devices specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures and wet or dusty conditions. Ruggedized Devices may also be offered under bands 1-5 of the Master Agreement. **BAND 6 REMOVED. RUGGEDIZED EQUIPMENT MAY BE SOLD IN BANDS 1-5, PROVIDED IT MEETS BAND REQUIREMENTS.**

Cloud Services. Delivery of computing as a service rather than a product, whereby shared resources, software and information are provided to computers and other devices as a utility over a network, such as the Internet. (Cloud Services including acquisitions structured as managed on-site services are not allowed.)

Contract Vendor or Contractor. The manufacturer responsible for delivering products or performing services under the terms and conditions set forth in the Master Agreement. The Contract Vendor must ensure partners utilized in the performance of this contract adhere to all the terms and conditions. For the purposes of this RFP, the term Partner will be utilized in naming the relationship a manufacturer has with another company to market and sell the contract. Participating States will have final determination/approval if a Partner may be approved for that state in the role identified by the Contract Vendor.

Components. Parts that make up a computer configuration.

Configuration. The combination of hardware and software components that make up the total functioning system.

Desktop. This is Band 1 of this solicitation. A desktop computer is a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: 1) the processor,

2) display monitor and 3) input devices usually a keyboard and a mouse. Desktop virtualization endpoints such as zero and thin clients will also be included under the Desktop Band.

Energy Star®. A voluntary energy efficiency program sponsored by the U.S. Environmental Protection Agency. The Energy Star program makes identification of energy efficient computers easy by labeling products that deliver the same or better performance as comparable models while using less energy and saving money. Energy Star qualified computers and monitors automatically power down to 15 watts or less when not in use and may actually last longer than conventional products because they spend a large portion of time in a low-power sleep mode. For additional information on the Energy Star program, including product specifications and a list of qualifying products, visit the Energy Star website at <http://www.energystar.gov>.

EPEAT. A system for identifying more environmentally preferable computer desktops, laptops, and monitors. It includes an ANSI standard - the IEEE 1680 EPEAT standard – and website www.epeat.net to identify products manufacturers have declared as meeting the standard. EPEAT provides a clear and consistent set of performance criteria for the design of products. It is not a third-party certification program. Instead, Manufacturers self-certify that their products are in conformance with the environmental performance standard for electronic products.

FOB Destination. Shipping charges are included in the price of the item and the shipped item becomes the legal property and responsibility of the receiver when it reaches its destination unless there is acceptance testing required.

FOB Inside Delivery. Special Shipping arrangements, such as inside delivery, may include additional fees payable by the Purchasing Entity. Any FOB inside delivery must be annotated on the Purchasing Entity ordering document.

General Consulting. Services related to advising agencies on how best to use information technology to meet business objectives. Examples of such services would include management and administration of IT systems. Each State will have varying laws, rules, policies and procedures surrounding general consulting which need adherence. Minnesota Statute section 16C.08 defines general consulting for the State of Minnesota. <https://www.revisor.mn.gov/statutes/?id=16C.08>

Laptop. This is Band 2 of this solicitation. A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. Laptop Band may include notebooks, ultrabooks, and netbooks. Computers with mobile operating systems will also be included under the Laptop Band.

Lead State. The State conducting this cooperative solicitation and centrally administering any resulting Master Agreement with the permission of the Signatory States. Minnesota is the Lead State for this procurement and the laws of Minnesota Statute Chapter 16C apply to this procurement.

Manufacturer. A company that, as one of its primary business function, designs, assembles owns the trademark/patent and markets branded computer equipment.

Master Agreement. The underlying agreement executed by and between the Lead State and the Contract Vendor.

Middleware. Middleware is the software "glue" that helps programs and databases (which may be on different computers) work together. Its most basic function is to enable communication between different pieces of software.

Options. An item of equipment or a feature that may be chosen as an addition to or replacement for standard equipment and features.

Order. A purchase order, sales order, or other document used by a Purchasing Entity to order the Equipment.

Participating Addendum. A written statement of agreement signed by the Contract Vendor and a Participating State or other Participating Entity that clarifies the operation of this Master Agreement for the Participating Entity (e.g., ordering procedures specific to a Participating State) and may add other state-specific language or other requirements. A Participating Addendum evidences the Participant's willingness to purchase and the Contract Vendor's willingness to provide equipment under the terms and conditions of this Master Agreement with any and all exceptions noted and agreed upon.

Participating States. States that utilize the Master Agreement established by the RFP and enter into a Participating Addendum which further defines their participation.

Participating Entity. A Participating State, or other legal entity, properly authorized by a Participating State to enter into the Master Agreement through a Participating Addendum and that authorizes orders from the Master Agreement by Purchasing Entities. Under the WSCA-NASPO program, in some cases, local governments, political subdivisions or other entities in a State may be authorized by the chief procurement official to execute its own Participating Addendum where a Participating Addendum is not executed by the chief procurement official for that state that covers local governments, political subdivisions, or other government entities in the state.

Partner. A company, authorized by the Contract Vendor and approved by the Participating State, to provide marketing, support, or other authorized contract services on behalf of the Contract Vendor in accordance with the terms and conditions of the Contract Vendor's Master Agreement. In the RFP, Partner is the term that is used to call out the many different relationships a manufacturer may have with another company to market their product including, but not limited to agents, subcontractors, partners, fulfillment partners, channel partners, business partners, servicing subcontractor, etc.

Peripherals. A peripheral means any hardware product that can be attached to, added within or networked with personal computers, servers and storage. Peripherals extend the functionality of a computer without modifying the core components of the system. For the purposes of this proposal, peripherals are defined as including accessories.

Peripherals may be manufactured by a third party, however, Contract Vendor shall not offer any peripherals manufactured by another Contract Vendor holding a Master Agreement. The Contract Vendors shall provide the warranty service and

maintenance for all peripherals on the Master Agreement. **Examples of peripherals/accessories/options:** Include but are not limited to: printers, monitors, multifunction printers, audiovisual equipment, instructional equipment, cabling, modems, networking to support server, storage and client applications such as routers, switches. Software is an option which must be related to the purchase of equipment and subject to configuration limits. **Third party products are allowed to be offered as peripherals/accessories/options and may be offered in any related band.**

Per Transaction Multiple Unit Discount. A contractual volume discount based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Participating Entity or multiple entities conducting a cooperative purchase.

Premium Savings Packages. Deeply discounted standard configurations available to Purchasing Entities using the Master Agreement. This specification includes a commitment to maintain and upgrade (keep pace with the advance of technology) the standard configurations for a stated period of time or intervals. WSCA-NASPO reserves the right to expand and modify the PSP throughout the life of the contract. See <http://www.wnpsp.com/index.html>.

Purchasing Entity – means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues an order against the Master Agreement and becomes financially committed to the purchase.

Ruggedized. This was band 6 of this solicitation. Ruggedized refers to equipment specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures and wet or dusty conditions.

Services. Broadly classed as installation/de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Agreement. These types of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or equipment components), asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk/helpdesk, and any other directly related technical support service required for the effective operation of a product offered or supplied. Contract Vendors may offer, but participating States and entities do not have to accept, limited professional services related **ONLY** to the equipment and configuration of the equipment purchased through the resulting contracts. **EACH PARTICIPATING STATE DETERMINES RESTRICTIONS AND NEGOTIATES TERMS FOR SERVICES.**

Server. This is Band 4 of this solicitation. A server is a physical computer dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. This band also includes server appliances. Server appliances have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components such as those found in blade chassis systems. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

Storage. This is Band 5 of this solicitation. Storage is hardware with the ability to store large amounts of data. This band includes SAN switching necessary for the proper functioning of the storage environment. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

Storage Area Network. A storage area network (SAN) is a high-speed special-purpose network (or subnetwork) that interconnects different kinds of data storage devices with associated data servers on behalf of a larger network of users.

Storage as a Service (STaaS). An architecture model by which a provider allows a customer to rent or lease storage space on the provider's hardware infrastructure on a subscription basis. E.g., manage onsite or cloud services.

Software. For the purposes of this proposal, software is commercial operating off the shelf machine-readable object code instructions including microcode, firmware and operating system software that are preloaded on equipment. The term "Software" applies to all parts of software and documentation, including new releases, updates, and modifications of software.

Tablet. This is Band 3 of this solicitation. A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. Tablet band may include notebooks, ultrabooks, and netbooks that are touchscreen capable.

Takeback Program. The Contract Vendor's process for accepting the return of the equipment or other products at the end of life.

Third Party Products. Products sold by the Contract Vendor which are manufactured by another company.

Upgrade. Refers to replacement of existing software, hardware or hardware component with a newer version.

Warranty. The Manufacturers general warranty tied to the product at the time of purchase.

Wide Area Network or WAN. A data network that serves users across a broad geographic area and often uses transmission devices provided by common carriers.

WSCA-NASPO. The WSCA-NASPO cooperative purchasing program, facilitated by the WSCA-NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company that is a subsidiary organization of the National Association of State Procurement Officials (NASPO). The WSCA-NASPO Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. The WSCA-NASPO Cooperative Development Team is identified in the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State Contract Administrator.

EXHIBIT C

To the extent HP is commercially reasonably able to provide the following:

EXHIBIT C - PCITD ANTICIPATED COMMODITIES to be PURCHASED List

Commodity	Commodity Code	Description
203	203-00	COMPUTER ACCESSORIES & SUPPLIES, ENVIRONMENTALLY CERTIFIED
	203-10	Batteries, Computer & Peripheral, Environmentally Certified
	203-14	Battery Chargers, Computer & Peripheral, Envmt. Certified
	203-20	Braces: Monitor, PC's, CRT's, Printers, Env. Certified
	203-23	Carts, Computer, Environmentally Certified
	203-67	EC: Power Supplies: Surge Protectors, UPS, Switches
	203-72	EC: Printer Acce & Supplies: Chemicals, Inks, Cartridges
	203-84	EC: Storage Devices for Tapes & Diskettes: Containers, Racks
	203-87	EC: Tapes, Tape Cartridges, Tape Cassettes, Reels, Labels
	203-91	Tools, Computer, Environmentally Certified
204	204-00	COMPUTER HARDWARE & PERIPHERALS FOR MICROCOMPUTERS
	204-10	Cabinets & Cases: Desktop, Tower, Drives
	204-13	Cables: Printer, Disk, Network
	204-16	Chips: Accelerator, Graphics, Processor, RAM & ROM
	204-19	Communication Boards: Fax, Modem Internal
	204-20	Communication Control Units: Concentrators, Multiplexers
	204-24	Controllers, Programmable: Industrial Control Devices
	204-25	Controllers, Tape: Tape Subsystems
	204-28	Data Entry & Remote Job Entry Devices, Voice Activated
	204-29	Data/File Security Hardware/Software, to Include Encryption
	204-32	Drives, External Jump Drives, Flash Drives
	204-33	Drives, Compact Disk CD ROM, DVR
	204-34	Drives, Floppy Disk
	204-35	Drives, Hard/Fixed Disk
	204-37	Drives, Tape
	204-39	Duplicators, DVD, CD, Hard Drives
	204-42	Expansion/Accelerator Boards: Controller Cards, Video
	204-46	Imaging Systems, Microcomputer Incl. Digital Imaging Network
	204-47	Integrated Hardware-Software I.T. Solution Microcomputer
	204-48	Keyboards
	204-53	Microcomputers, Desktop or Tower based
	204-54	Microcomputers, Handheld, Laptop & Notebook
	204-55	Microcomputers, Multi-Processor
	204-58	Modems, External, Data Communications
	204-60	Monitors, Color & Monochrome CGA, VGA, SVGA
	204-62	Motherboards
	204-64	Network Components: Adapter Cards, Bridges, Hubs, Routers
	204-68	Peripherals, Misc.: Joy Sticks, Mice, Pen Pads, Trackballs
	204-70	Picture Archiving Computer System PACS
	204-71	Plotters, Graphic
	204-72	Power Supplies & Power Related Parts, Internal
	204-75	Printers, Dot Matrix
	204-76	Printers, Inkjet
	204-77	Printers, Laser
	204-79	Printers, Digital
	204-80	Printers, Thermal
	204-82	Printers, Microcomputer Not Otherwise Classified
	204-83	Recycled Microcomputer Hardware & Peripherals
	204-84	Retrieval Systems, Computer Assisted: Indexing, Retrieval
	204-88	Scanners, Document: Handheld, Desktop & High Volume
	204-89	Scanners & Readers, Magnetic Strip
	204-90	Scanners & Readers, Optical & Magnetic: Barcode, etc.
	204-91	Servers, Microcomputer Application, Database, File, Mail
	204-93	Terminals & CRTs: Data Processing Systems
	204-96	Workstations: SPARC, RISC For Use With CAD/CAM

205	205-00	COMPUTER HARDWARE & PERIPHERALS, MICROCOMPUTERS, ENV. CERT
	205-10	EC: Cabinets & Cases: Desktop, Tower Cases, Drive Cabinets
	205-13	Cables: Printer, Disk, Network, Environmentally Certified
	205-16	EC: Chips: Accelerator, Graphics, Memory RAM & ROM, Network
	205-19	EC: Communication Boards: Fax, Modem Internal
	205-20	EC: Communication Control Units: Couplers, Scan Converters
	205-24	EC: Controllers, Programmable: Industrial Control Devices,
	205-25	EC: Controllers, Tape: Tape Subsystems
	205-28	EC: Data Entry & Remote Job Entry Devices, Voice Activated
	205-29	EC: Data/File Security Hardware/Software, Include Encryption
	205-32	EC: Drives, External Jump Drives, Flash Drives
	205-33	Drives, Compact Disk CD ROM, DVR, Environmentally Certified
	205-34	Drives, Floppy Disk, Environmentally Certified
	205-35	Drives, Hard/Fixed Disk, Environmentally Certified
	205-37	Drives, Tape, Environmentally Certified
	205-39	Duplicators, DVD, CD, Hard Drives, Environmentally Certified
	205-42	EC: Expansion/Accelerator Boards: Memory, Processor, Video
	205-46	EC: Imaging Systems, Microcomputer, Digital Imaging Network
	205-47	EC: Integrated Hardware-Software I.T. Solution Microcomputer
	205-48	Keyboards, Environmentally Certified
	205-53	EC: Microcomputers, Desktop or Tower based
	205-54	EC: Microcomputers, Handheld, Laptop & Notebook
	205-55	Microcomputers, Multi-Processor, Environmentally Certified
	205-58	EC: Modems, External, Data Communications
	205-60	EC: Monitors, Color & Monochrome CGA, VGA, SVGA
	205-62	Motherboards, Environmentally Certified
	205-64	EC: Network Components: Adapter, Bridges, Expansion, Routers
	205-68	EC: Peripherals, Miscellaneous: Graphic Digitizers, Mice
	205-70	EC: Picture Archiving Computer System PACS
	205-72	EC: Power Supplies & Power Related Parts, Internal
	205-74	Printer Sharing Devices, Environmentally Certified
	205-76	Printers, Inkjet, Environmentally Certified
	205-79	Printers, Digital, Environmentally Certified
	205-80	Printers, Thermal, Environmentally Certified
	205-82	EC: Printers, Microcomputer Not Otherwise Classified
	205-83	EC: Recycled Microcomputer Hardware & Peripherals
	205-84	EC: Retrieval Systems, Computer Assisted: Indexing, CD ROM
	205-88	EC: Scanners, Document: Handheld, Desktop & High Volume
	205-89	EC: Scanners & Readers, Magnetic Strip
	205-90	EC: Scanners & Readers, Optical Character & Magnetic Type
	205-91	EC:Server, Microcomputer, Database, File, Mail, Network, Web
	205-93	EC: Terminals & CRTs: Data Processing Systems
	205-96	EC: Workstations: SPARC, RISC For Use With CAD/CAM
206	206-00	COMPUTER HARDWARE & PERIPHERALS FOR MINI & MAINFRAME
	206-14	Cables: Printer, Disk, Network
	206-17	Chips: Accelerator, Graphics, Memory RAM & ROM, Network
	206-20	Communication Boards: Fax, Modem Internal, Network Cards
	206-21	Communication Control Units: Concentrators, Multiplexers
	206-23	Communication Processors & Protocol Converters
	206-25	Computer Systems, Digital
	206-27	Computer Systems, Laboratory Control
	206-28	Computer Systems, Process Control
	206-31	Controllers, Disk: Disk Subsystems
	206-32	Controllers, Local & Remote
	206-34	Controllers, Peripheral: Plotters, Printers, Digitizers
	206-36	Controllers, Tape: Tape Subsystems
	206-40	Data Entry & Remote Job Entry Devices, Voice Activated
	206-44	Drives: Compact Disk, ROM
	206-45	Drives: Floppy Disk

206-46	Drives: Hard/Fixed Disk
206-47	Drives, Tape
206-51	Expansion/Accelerator Boards: Memory, Processor
206-55	Integrated Hardware-Software I.T. Solution Mini/Mainframe
206-57	Keyboards
206-59	Modems, External Data Communications
206-61	Monitors, Color & Monochrome CGA, VGA, SVGA
206-64	Network Components: Adapter Cards, Expansion Modules, Hubs
206-66	Peripherals, Miscellaneous: Joy Sticks, Mice, Trackballs
206-68	Power Supplies & Power Related Parts, Internal
206-72	Printers, High Speed, Line Printers & Printer Subsystems
206-73	Printers, Inkjet
206-74	Printers, Laser
206-77	Printers, Thermal
206-78	Printers, Mainframe Computer Not Otherwise Classified
206-79	Recycled Mainframe Computer Hardware & Peripherals
206-80	Retrieval Systems, Computer Aided: Indexing, CD, Jukebox
206-84	Scanners, Document: Handheld, Desktop & High Volume
206-85	Scanners & Readers, Magnetic Strip
206-86	Scanners & Readers, Optical Character: Barcode, etc.
206-87	Servers, Mini/Mainframe, Database, File, Mail, Network, Web
206-89	Storage Devices, Electronic Disk Drive Compatible
206-93	Terminals & CRTs: Data Processing Systems
207 207-00	COMPUTER ACCESSORIES & SUPPLIES
207-10	Batteries, Computer & Peripheral
207-14	Battery Chargers, Computer & Peripheral
207-20	Braces: Monitor, PC's, CRT's, Desk Top Printers
207-23	Carts, Computer
207-25	Cleaners for Keyboards, Monitors, Tapes, Diskettes
207-67	Power Supplies: Surge Protectors, Uninterruptible Power
207-72	Printer Accessories & Supplies: Inks, Cartridges, Toner
207-84	Storage Devices for Tapes & Diskettes: Containers, Racks
207-87	Tapes, Tape Cartridges, Cassettes, Tape Reels, Tape Labels
207-91	Tools, Computer
208 208-00	COMPUTER SOFTWARE FOR MICROCOMPUTERS PREPROGRAMMED
208-11	Application Software, Microcomputer
208-18	Bar Code Software Microcomputer
208-27	Communications: Networking, Includes Clustering Software
208-36	Data Processing Software, Microcomputer
208-37	Database Software
208-40	Driver & Hardware Support Programs
208-41	Engineering Software
208-43	Educational: Foreign Language, Math, Science, etc.
208-44	E-Mail Software
208-45	Expert System Software
208-53	Integrated Software
208-54	Internet & Web Site Software for Microcomputers
208-80	Software, Microcomputer Not Otherwise Classified
208-82	Scientific, Statistical, Engineering, Math Software
208-84	Spread Sheet Software
208-88	Software, Monitoring
208-90	Utilities: Back-up, Firewall, Recovery, Virus Protection

209	209-00	COMPUTER SOFTWARE FOR MINI & MAINFRAME COMPUTERS PREPROGR
	209-12	Application Software, Mainframe Computer Incl. Cobal
	209-13	Application Software, Minicomputer
	209-22	Bar Code Software Mini/Mainframe Computer
	209-28	Communications: Networking, Linking
	209-37	Data Processing Software, Mini/Mainframe Computer
	209-38	Database Software
	209-41	Driver & Hardware Support Programs
	209-43	Electronic Data Interchange Translator Software, Mini/Mainfr
	209-44	Educational: Foreign Language, Math, Science, Social Studies
	209-45	E-Mail Software
	209-46	Expert System Software
	209-54	Internet & Web Site Software for Main Frame Computers
	209-56	Inventory Management
	209-64	Personnel Software
	209-69	Project Management
	209-70	Printing Software Mini/Mainframe Computer
	209-82	Scientific, Statistical, Engineering, Math Software
	209-85	Spread Sheet Software
	209-86	Surveying Systems Software
	209-87	Software, Mini/Mainframe Computer Not Otherwise Classified
	209-91	Utilities: Back-up, Firewall, Recovery, Virus Protection
920	920-00	DATA PROCESSING, COMPUTER, PROGRAMMING & SOFTWARE SERVICE
	920-02	Access Services, Data
	920-04	Applications Software For Main Frame Systems
	920-14	Applications Software For Minicomputer Systems
	920-15	Assessment & Profiling Services of Software
	920-18	Computer Aided Design Services
	920-19	Computer Digitizing Services
	920-22	Data Preparation & Processing Services
	920-23	Data Recovery Services
	920-24	Data Conversion Services
	920-25	Diskette, CD Rom & Tape Duplicating Services
	920-28	Emergency Back-up Services & Facilities for Data Processing
	920-31	Installation of Computers, Peripherals & Related Equipment
	920-34	Media Conversion Services
	920-35	Modification of Existing Equipment Including Cost of Parts
	920-37	Networking Services Including Installation, Security & Maint
	920-38	Optical Scanning Services
	920-39	Processing System Services, Data Not Otherwise Classified
	920-41	Retrieval Services, Information
	920-42	Recert/Rehab of Magnetic Media Disk Packs, Tapes
	920-43	Recharging & Remanufacturing of Printer & Fax Cartridges
	920-45	Software Maintenance/Support
	920-46	Software Updating Services
	920-47	Support Services, Computer Includes Computer Warranties
	920-48	Storage Services, Data Media
	920-49	Systems/Executive Software, Main Frame
	920-50	Shredding Services, Computer Components & Peripherals
	920-56	Systems/Executive Software, Microcomputer
	920-63	Systems/Executive Software, Minicomputer
	920-64	System Implementation & Engineering Services
	920-65	System Requirements Quality Assurance Review
	920-77	Teleprocessing Via Proprietary Data Bases
	920-84	Teleprocessing, Business Timesharing
	920-94	Word Processing Software, Main Frame
	920-95	Word Processing Software, Microcomputer
	920-96	Word Processing Software, Minicomputer

939	939-21	Computers, Data Processing Equipment & Acc, Mntnc & Repair
967	967-28	Computer Hardware & Software Manufacturing Services
984	984-00	RENTAL OR LEASE SERVICES OF COMPUTERS, DATA PROCESSING &
	984-12	Bursters, Decollators, Detachers, Rental or Lease
	984-19	Communication Boards, Modems, Processors, Rental or Lease
	984-23	Computers, Micro, Rental or Lease
	984-26	Computers, Mini & Mainframe, Rental or Lease
	984-30	Computer AccRental or Lease: CRT Holders, Wrist Supports
	984-34	Covers & Enclosures: Computer Equipment Rental or Lease
	984-39	Drives, Rental or Lease: CDROM, Hard, Floppy & Tape
	984-54	Peripheral Miscellaneous Rental or Lease: Keyboards,Monitors
	984-57	Power Supplies Rental or Lease: Surge Protectors, UPS
	984-60	Printers & Plotters, Computer All Types, Rental or Lease
	984-83	Scanner & Reader Rental or Lease
	984-87	Terminals, CRTs & Remote Job Entry Devices Rental or Lease
	984-92	Word Processing Equipment Rental or Lease
985	985-74	Software, Computer, Rental or Lease

Agreement Number(s) where required:

HP:.....

Customer:.....

Effective Date (if applicable):.....

Term Length (if applicable):.....

HEWLETT-PACKARD COMPANY CUSTOMER TERMS

1. **Parties.** These terms represent the agreement ("**Agreement**") that governs the purchase of products and services from the Hewlett-Packard Company entity identified in the signature section below ("**HP**") by the Customer entity identified below ("**Customer**").
2. **Orders.** "**Order**" means the accepted order including any supporting material which the parties identify as incorporated either by attachment or reference ("**Supporting Material**"). Supporting Material may include (as examples) product lists, hardware or software specifications, standard or negotiated service descriptions, data sheets and their supplements, and statements of work (SOWs), published warranties and service level agreements, and may be available to Customer in hard copy or by accessing a designated HP website.
3. **Scope and Order Placement.** These terms may be used by Customer either for a single Order or as a framework for multiple Orders. In addition, these terms may be used on a global basis by the parties' "**Affiliates**", meaning any entity controlled by, controlling, or under common control with a party. The parties can confirm their agreement to these terms either by signature where indicated at the end or by referencing these terms on Orders. Affiliates participate under these terms by placing orders which specify product or service delivery in the same country as the HP Affiliate accepting the Order, referencing these terms, and specifying any additional terms or amendments to reflect local law or business practices.
4. **Order Arrangements.** Customer may place orders with HP through our website, customer-specific portal, or by letter, fax or e-mail. Where appropriate, Orders must specify a delivery date. If Customer extends the delivery date of an existing Order beyond ninety (90) days, then it will be considered a new Order. Customer may cancel a hardware Order at no charge up to five (5) business days prior to shipment date.
5. **Prices and Taxes.** Prices will be as quoted in writing by HP or, in the absence of a written quote, as set out on our website, customer-specific portal, or HP published list price at the time an order is submitted to HP. Prices are exclusive of taxes, duties, and fees (including installation, shipping, and handling) unless otherwise quoted. If a withholding tax is required by law, please contact the HP order representative to discuss

Agreement Number(s) where required:

HP:.....

Customer:.....

Effective Date (if applicable):.....

Term Length (if applicable):.....

appropriate procedures. HP will charge separately for reasonable out-of-pocket expenses, such as travel expenses incurred in providing professional services.

- 6. Invoices and Payment.** Customer agrees to pay all invoiced amounts within thirty (30) days of HP's invoice date. HP may suspend or cancel performance of open Orders or services if Customer fails to make payments when due.
- 7. Title.** Risk of loss or damage and title for hardware products will pass upon delivery to Customer or its designee. Where permitted by law, HP retains a security interest in products sold until full payment is received.
- 8. Delivery.** HP will use all commercially reasonable efforts to deliver products in a timely manner. HP may elect to deliver software and related product/license information by electronic transmission or via download.
- 9. Installation.** If HP is providing installation with the product purchase, HP's site guidelines (available upon request) will describe Customer requirements. HP will conduct its standard installation and test procedures to confirm completion.
- 10. Support Services.** HP's support services will be described in the applicable Supporting Material, which will cover the description of HP's offering, eligibility requirements, service limitations and Customer responsibilities, as well as the Customer systems supported.
- 11. Eligibility.** HP's service, support and warranty commitments do not cover claims resulting from:
 1. improper use, site preparation, or site or environmental conditions or other non-compliance with applicable Supporting Material;
 2. Modifications or improper system maintenance or calibration not performed by HP or authorized by HP;
 3. failure or functional limitations of any non-HP software or product impacting systems receiving HP support or service;
 4. malware (e.g. virus, worm, etc.) not introduced by HP; or
 5. abuse, negligence, accident, fire or water damage, electrical disturbances, transportation by Customer, or other causes beyond HP's control.

Agreement Number(s) where required:

HP:.....

Customer:.....

Effective Date (if applicable):.....

Term Length (if applicable):.....

- 12. Professional Services.** HP will deliver any ordered IT consulting, training or other services as described in the applicable Supporting Material.
- 13. Professional Services Acceptance.** The acceptance process (if any) will be described in the applicable Supporting Material, will apply only to the deliverables specified, and shall not apply to other products or services to be provided by HP.
- 14. Dependencies.** HP's ability to deliver services will depend on Customer's reasonable and timely cooperation and the accuracy and completeness of any information from Customer needed to deliver the services.
- 15. Change Orders.** We each agree to appoint a project representative to serve as the principal point of contact in managing the delivery of services and in dealing with issues that may arise. Requests to change the scope of services or deliverables will require a change order signed by both parties.
- 16. Product Performance.** All HP-branded hardware products are covered by HP's limited warranty statements that are provided with the products or otherwise made available. Hardware warranties begin on the date of delivery or if applicable, upon completion of HP installation, or (where Customer delays HP installation) at the latest 30 days from the date of delivery. Non-HP branded products receive warranty coverage as provided by the relevant third party supplier.
- 17. Software Performance.** HP warrants that its branded software products will conform materially to their specifications and be free of malware at the time of delivery. HP warranties for software products will begin on the date of delivery and unless otherwise specified in Supporting Material, will last for ninety (90) days. HP does not warrant that the operation of software products will be uninterrupted or error-free or that software products will operate in hardware and software combinations other than as authorized by HP in Supporting Material.
- 18. Services Performance.** Services are performed using generally recognized commercial practices and standards. Customer agrees to provide prompt notice of any such service concerns and HP will re-perform any service that fails to meet this standard.
- 19. Services with Deliverables.** If Supporting Material for services define specific deliverables, HP warrants those deliverables will conform materially to their written

Agreement Number(s) where required:

HP:.....

Customer:.....

Effective Date (if applicable):.....

Term Length (if applicable):.....

specifications for 30 days following delivery. If Customer notifies HP of such a non-conformity during the 30 day period, HP will promptly remedy the impacted deliverables or refund to Customer the fees paid for those deliverables and Customer will return those deliverables to HP.

20. **Product Warranty Claims.** When we receive a valid warranty claim for an HP hardware or software product, HP will either repair the relevant defect or replace the product. If HP is unable to complete the repair or replace the product within a reasonable time, Customer will be entitled to a full refund upon the prompt return of the product to HP (if hardware) or upon written confirmation by Customer that the relevant software product has been destroyed or permanently disabled. HP will pay for shipment of repaired or replaced products to Customer and Customer will be responsible for return shipment of the product to HP.
21. **Remedies.** This Agreement states all remedies for warranty claims. To the extent permitted by law, HP disclaims all other warranties.
22. **Intellectual Property Rights.** No transfer of ownership of any intellectual property will occur under this Agreement. Customer grants HP a non-exclusive, worldwide, royalty-free right and license to any intellectual property that is necessary for HP and its designees to perform the ordered services. If deliverables are created by HP specifically for Customer and identified as such in Supporting Material, HP hereby grants Customer a worldwide, non-exclusive, fully paid, royalty-free license to reproduce and use copies of the deliverables internally.
23. **Intellectual Property Rights Infringement.** HP will defend and/or settle any claims against Customer that allege that an HP-branded product or service as supplied under this Agreement infringes the intellectual property rights of a third party. HP will rely on Customer's prompt notification of the claim and cooperation with our defense. HP may modify the product or service so as to be non-infringing and materially equivalent, or we may procure a license. If these options are not available, we will refund to Customer the amount paid for the affected product in the first year or the depreciated value thereafter or, for support services, the balance of any pre-paid amount or, for professional services, the amount paid. HP is not responsible for claims resulting from any unauthorized use of the products or services. This section shall also apply to deliverables identified as such in the relevant Support Material except that HP is not

Agreement Number(s) where required:

HP:.....

Customer:.....

Effective Date (if applicable):.....

Term Length (if applicable):.....

responsible for claims resulting from deliverables content or design provided by Customer.

- 24. License Grant.** HP grants Customer a non-exclusive license to use the version or release of the HP-branded software listed in the Order. Permitted use is for internal purposes only (and not for further commercialization), and is subject to any specific software licensing information that is in the software product or its Supporting Material. For non-HP branded software, the third party's license terms will govern its use.
- 25. Updates.** Customer may order new software versions, releases or maintenance updates ("Updates"), if available, separately or through an HP software support agreement. Additional licenses or fees may apply for these Updates or for the use of the software in an upgraded environment. Updates are subject to the license terms in effect at the time that HP makes them available to Customer.
- 26. License Restrictions.** HP may monitor use/license restrictions remotely and, if HP makes a license management program available, Customer agrees to install and use it within a reasonable period of time. Customer may make a copy or adaptation of a licensed software product only for archival purposes or when it is an essential step in the authorized use of the software. Customer may use this archival copy without paying an additional license only when the primary system is inoperable. Customer may not copy licensed software onto or otherwise use or make it available on any public external distributed network. Licenses that allow use over Customer's intranet require restricted access by authorized users only. Customer will also not modify, reverse engineer, disassemble decrypt, decompile or make derivative works of any software licensed to Customer under this Agreement unless permitted by statute, in which case Customer will provide HP with reasonably detailed information about those activities.
- 27. License Term and Termination.** Unless otherwise specified, any license granted is perpetual, provided however that if Customer fails to comply with the terms of this Agreement, HP may terminate the license upon written notice. Immediately upon termination, or in the case of a limited-term license, upon expiration, Customer will either destroy all copies of the software or return them to HP, except that Customer may retain one copy for archival purposes only.

Agreement Number(s) where required:

HP:.....

Customer:.....

Effective Date (if applicable):.....

Term Length (if applicable):.....

- 28. License Transfer.** Customer may not sublicense, assign, transfer, rent or lease the software or software license except as permitted by HP. HP-branded software licenses are generally transferable subject to HP’s prior written authorization and payment to HP of any applicable fees. Upon such transfer, Customer’s rights shall terminate and Customer shall transfer all copies of the software to the transferee. Transferee must agree in writing to be bound by the applicable software license terms. Customer may transfer firmware only upon transfer of associated hardware.
- 29. License Compliance.** HP may audit Customer compliance with the software license terms. Upon reasonable notice, HP may conduct an audit during normal business hours (with the auditor’s costs being at HP’s expense). If an audit reveals underpayments then Customer will pay to HP such underpayments. If underpayments discovered exceed five (5) percent of the contract price, Customer will reimburse HP for the auditor costs.
- 30. Confidentiality.** Information exchanged under this Agreement will be treated as confidential if identified as such at disclosure or if the circumstances of disclosure would reasonably indicate such treatment. Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under this Agreement, and shared with employees, agents or contractors with a need to know such information to support that purpose. Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for 3 years from the date of receipt or (if longer) for such period as the information remains confidential. These obligations do not cover information that: i) was known or becomes known to the receiving party without obligation of confidentiality; ii) is independently developed by the receiving party; or iii) where disclosure is required by law or a governmental agency.
- 31. Personal Information.** Each party shall comply with their respective obligations under applicable data protection legislation. HP does not intend to have access to personally identifiable information (“PII”) of Customer in providing services. To the extent HP has access to Customer PII stored on a system or device of Customer, such access will likely be incidental and Customer will remain the data controller of Customer PII at all times. HP will use any PII to which it has access strictly for purposes of delivering the services ordered.
- 32. US Federal Government Use.** If software is licensed to Customer for use in the performance of a US Government prime contract or subcontract, Customer agrees that

Agreement Number(s) where required:

HP:.....

Customer:.....

Effective Date (if applicable):.....

Term Length (if applicable):.....

consistent with FAR 12.211 and 12.212, commercial computer software, documentation and technical data for commercial items are licensed under HP's standard commercial license.

- 33. Global Trade compliance.** Products and services provided under these terms are for Customer's internal use and not for further commercialization. If Customer exports, imports or otherwise transfers products and/or deliverables provided under these terms, Customer will be responsible for complying with applicable laws and regulations and for obtaining any required export or import authorizations. HP may suspend its performance under this Agreement to the extent required by laws applicable to either party.
- 34. Limitation of Liability.** HP's liability to Customer under this Agreement is limited to the greater of \$1,000,000 or the amount payable by Customer to HP for the relevant Order. Neither Customer nor HP will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages. This provision does not limit either party's liability for: unauthorized use of intellectual property, death or bodily injury caused by their negligence; acts of fraud; wilful repudiation of the Agreement; nor any liability which may not be excluded or limited by applicable law.
- 35. Disputes.** If Customer is dissatisfied with any products or services purchased under these terms and disagrees with HP's proposed resolution, we both agree to promptly escalate the issue to a Vice President (or equivalent executive) in our respective organizations for an amicable resolution without prejudice to the right to later seek a legal remedy.
- 36. Force Majeure.** Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.
- 37. Termination.** Either party may terminate this Agreement on written notice if the other fails to meet any material obligation and fails to remedy the breach within a reasonable period after being notified in writing of the details. If either party becomes insolvent, unable to pay debts when due, files for or is subject to bankruptcy or receivership or asset assignment, the other party may terminate this Agreement and cancel any unfulfilled obligations. Any terms in the Agreement which by their nature extend

Agreement Number(s) where required:

HP:.....

Customer:.....

Effective Date (if applicable):.....

Term Length (if applicable):.....

beyond termination or expiration of the Agreement will remain in effect until fulfilled and will apply to both parties' respective successors and permitted assigns.

38. General. This Agreement represents our entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist. Modifications to the Agreement will be made only through a written amendment signed by both parties. The Agreement will be governed by the laws of the country of HP or the HP Affiliate accepting the Order and the courts of that locale will have jurisdiction, however, HP or its Affiliate may, bring suit for payment in the country where the Customer Affiliate that placed the Order is located. Customer and HP agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply. Claims arising or raised in the United States will be governed by the laws of the state of Arizona, excluding rules as to choice and conflict of law.

The parties confirm their agreement to these terms either by referencing them in the relevant Order or by executing below:

Signed for HP:
[Insert signature]

By:
[Insert name]

Title:
[Insert signatory's business title]

HP Entity:

Date:
[Insert date]

Signed for Customer:
[Insert signature]

By:
[Insert name]

Agreement Number(s) where required:

HP:.....

Customer:.....

Effective Date (if applicable):.....

Term Length (if applicable):.....

Title:
[Insert signatory's business title]

Customer Entity:

Date:
[Insert date]

Data sheet



Protect your investment

HP Software Enterprise Support



February 2013

HP Software Enterprise Support



In our always-on economy, businesses run 24 hours a day. Long gone are the days when staff arrived at 8am and departed at 5pm. Your customers are online day and night. This is why your IT staff need fast 24-hour access to HP experts who can diagnose and resolve issues as well as give advice on HP Software features. Enterprise Standard gives your business the right level of service to meet the demands of today's economy.

Protecting your software investment

Companies are also under pressure to keep systems up and costs down as well as maximise the value of any software investment. HP Software (HPSW) Enterprise Support helps you achieve this by providing comprehensive technical support and updates for HP Software. We have the know-how to increase uptime, reduce total cost of ownership (TCO), and drive efficient business outcomes. We have been doing it for over 25 years, and we have proven our worth to thousands of clients across the world.

Empower your business with HP Software Support

- **Software updates:** Get the latest updates, new features, and available solutions
- **Access:** Take advantage of online, around-the-clock self-solve support
- **Stability:** Increase system performance and reduce downtime
- **Reduced TCO:** Enable quicker time to resolution and reduce resource consumption
- **Problem resolution:** Gain access to technical resources and HP experts
- **Defined Response Time Objectives:** 1-hour for Impact 1 problems for Enterprise Standard customers
- **Optimization:** Optimize your IT environment with our technical expertise
- **Communication:** Receive proactive notification about new software versions and patches, participate in discussion forums, and search our extensive online knowledge base

For more information on all of our support offerings, visit:
hp.com/go/hpsoftwaresupport/support_options



HP Software Support Online

Self-service support at your fingers

Available around the clock, HP Software Support Online (SSO) provides the interactive technical support tools needed to manage your HP Software. It lets your IT staff quickly locate product updates and fixes, access product documentation, self-solve technical problems or log support cases electronically. It also puts a vast array of HP Software knowledge at their fingertips.

SSO enables you to:

- Electronically download the latest software updates and patches for HP Software products
- Search our extensive technical knowledge base for known problems, technical documents, manuals, and patches
- Provides online incident reporting to an unlimited number of users
- Review the list of license products currently covered by your HP Software Support contract
- Register for email notifications for many HP Software product updates and patches
- Log, track, and update cases electronically

Visit SSO: hp.com/go/hpsoftwaresupport

Enterprise Priority

Reactive support services

Adding Enterprise Priority boosts the level of reactive support you receive from HP and is an additional service for purchase. If time-to-resolution is a priority to your business, this is the support service you need.

- Your technical incidents are prioritised for support, giving you faster access to HP experts to resolve problems
- Incidents will be owned and worked on a dedicated team, meaning you get priority routing and handling for quicker resolution
- Coordination with third-party vendors if their software is causing the problem

Additional options available for HPSW Enterprise Priority Support offer:

- A Named Advanced Support Engineer (NASE) as your HPSW primary point of contact for products covered by Enterprise Priority support
- Enhanced initial response time for Impact Level One and Two incidents
- Local Language Support delivered by a NASE

Only need business hours support?

If your business has no need for out-of-hours support to run smoothly, you have the choice of HP Software Enterprise Basic Support. This provides the same excellent level of service and is available when you need it most - between 8am and 5pm local time. You can also add HP Software Enterprise Priority support if you would like a higher level of reactive services.

HP Software Support specifications and features

Software Support Online

You have 24x7 access to SSO, including access to product updates, access to an extensive knowledge database, including information regarding known symptoms and proposed solutions, specifications, and technical literature.

Advanced self-solve

After your original case-logging or knowledge-based query, you will receive an intelligent response. Expanded search parameters enable flexible search methods. You can search for specific products and versions. Your search attempts are added to your case history, allowing engineers to detect the problems.

Access to technical resources

You can access our technical resources for assistance in resolving software or operations problems via SSO or telephone.

Support delivery languages

Our worldwide centers are structured to provide you with support in the English language and local language access in most major countries. Depending on language knowledge and resources availability, support may be available in languages such as French, German, Italian, Japanese, Korean, Spanish, Portuguese, Russian, or Chinese (Cantonese and Mandarin). Support outside of standard local business hours may be provided in English only.

Please note: While HP Software continues to develop its support delivery capability for the HP Vertica products, support is primarily delivered in English language only. From time to time, support may be available in other languages but there is no guarantee of availability.

Escalation management

HP has established formal escalation procedures to facilitate the resolution of complex software problems.

Software updates

"Updates" mean bug fixes, patches, and new Major Versions and Minor Versions made generally available by HP, its assignees or successors, to customers with active, current support contracts.

When HP releases Updates to certain HP Software and reference manuals, HP shall make them available to you electronically. You may be able to select from a choice of media types. Required access codes and license keys are made available directly or through provided instructions.

The license terms for Updates shall be (a) as described in the HP software licensing terms corresponding to the customer's prerequisite underlying software license, (b) any additional software licensing terms that may accompany Updates provided under this service; and, (c) with respect to non branded HP Software products, in accordance with the current licensing terms of the third-party software manufacturer.

Patches

As new patches become available, HP will post them to SSO for easy access. For select non branded HP Software products, HP will provide instructions on how to obtain the patch through the original software manufacturer.

Named callers

An unlimited number of qualified users can log cases through SSO or via the telephone.

Hardware support

If you have an HP Hardware Maintenance Onsite agreement, Software Support will log a service request to the hardware support organization on your behalf. If you do not have an HP Hardware Maintenance Onsite agreement, Software Support can assist you with logging a per-call service request.

Software versioning

A Major Version Update usually includes major enhancements or new functionality, which is denoted by a change to the left of the decimal point (for example version 6.0 to 7.0). A Minor Version Update usually includes functional enhancements, denoted by a change to the right of the first decimal point (for example version 6.1 to 6.2).

Term licenses

With the purchase of Software Support in combination with a term license, HP provides support through SSO only. All cases are logged online.

Non-HP branded products

HP will support specified versions of non branded HP software only as long as such software is supported by the vendor. Distribution of certain non branded product updates, license agreements, and license keys may be made directly from the vendor to your organization.

Choice of coverage window

Customers logging technical cases with HPSW through SSO have a choice of four incident Impact levels and four incident Urgency levels from which to select. Customers should select the most appropriate Impact and Urgency levels when logging a case. HPSW support engineers may reassign either Impact or Urgency levels assigned to a case once problem diagnosis has started if it is determined that either has been set at an inappropriate level.

You have the option to choose between 24x7 or 9x5 coverage depending on support service selected. Response is based on the location of your support contract.

- Enterprise Standard: available 24 hours per day, Monday through Sunday, 365 days per year.
- Enterprise Basic: available between 8 a.m. and 5 p.m. local time on local business days, excluding bank and local public holidays. Response Time Objectives for calls submitted outside the coverage window will apply to the next business day.

The Support Coverage Window provided for HP Vertica products is as follows

- Impact 2-4 issues - 9x5 support available between 8 a.m. and 5 p.m. on local business days, excluding bank and local public holidays. Response Time Objectives for all calls submitted outside this coverage window will apply to the next business day.
- Impact 1 issues only - 24x7 support Monday through Sunday 365 days per year.

Response Time Objectives

Impact Level	Level 1: production system is down	Level 2: major feature/ function failure	Level 3: minor feature/ function failure	Level 4: minor problem
	The HP product is unusable, resulting in a total disruption of work or other critical impact on operations. No workaround is available. Newly received cases will be assessed through discussions with the customer to confirm that they fulfil the criteria, and may be downgraded in priority if they do not.	Operations are severely restricted. A workaround is available.	The product does not operate as designed, there is a minor impact on usage, and an acceptable workaround deployed.	This can be classified as a request for documentation, general information, enhancement request, etc.
Response Time Objectives				
Enterprise Standard customers – 24x7, Monday-Sunday, 365 days per year.	1 hour with prioritized support response	4 hours	6 hours	1 business day
Enterprise Basic customers – 9x5 local business hours and local business days.	2 hours	6 hours	8 hours	1 business day
Response Time Objectives HP Vertica products				
Enterprise Standard customers.	1 hour – 24x7	4 local business hours 9x5	2 business days	2 business days

Response Time Objectives are typical initial response times to support requests. HP may not actually provide such response within the Response Time Objectives.

For critical applications HP Software offers a 30 minute Response Time Objective option for Impact 1 cases for an additional charge. For more information see Enterprise Priority service and options.

Enterprise Priority service and options

The Enterprise Priority service is an additional service feature available to both Enterprise Standard and Enterprise Basic support, offering prioritized case handling. You have access to a pool of experienced, certified HP Advanced Support Engineers ("ASE") to expedite problem resolution. Access to the features offered by Enterprise Priority service is available between the hours of 8 a.m. and 5 p.m. local time on local business days, excluding bank and local public holidays. Response time SLOs for customers subscribing to Enterprise Priority are as follows:

Impact Level 1 Critical	Impact Level 2 Serious	Impact Level 3 Medium	Impact Level 4 Low
1 business hour	4 business hours	Per Enterprise Standard or Enterprise Basic response time objective	

Response Time Objectives are typical initial response times to support requests. HP may not actually provide such response within the Response Time Objectives.

HP Software Enterprise Priority support is not available for all products on the HP Software portfolio.

HP Software Enterprise Priority service is a prerequisite for all of the HP Software Premier support services. Please work with your HP Software Support Sales representative on HP Software Enterprise Priority Support and Premier Support pricing. Pricing will vary depending on the complexity of your environment.

Enterprise Priority additional options available:

Additional optional services are available to increase the level of service available through Enterprise Priority support. These optional features are subject to additional charge.

- **Named Advanced Support Engineer**

This option provides for a Named Advanced Support Engineer (NASE) for HP Software products covered by your HP Software Enterprise Priority support. This provides a reactive engineer who will learn your environment and work on your support incidents.

- **30 minute Enhanced Impact 1 (FTC)**

This option provides a faster level of response for those incidents with the greatest impact to your business. SLO: Thirty (30) minutes.

- **Local Language Support**

This option provides local language support delivered by a NASE. Support tools are typically English-based. Local language is defined by the country where the support order is placed and is dependent upon resource availability.



Concurrent support

For any Update delivered under Support, HP authorizes you, for a period of six (6) months from the delivery of said Update to use both the current Software Version and the Update simultaneously at no additional charge ("Update Concurrent Use Period"). With respect to an HP authorized migration, HP authorizes you to use both the current Software Version and the Migrated Software simultaneously ("Migrated Software Concurrent Use Period") for the period of time specified per the categories below at no additional charge. Migrated Software results from an HP authorized migration from a current Software product to a different HP Software product.

Notwithstanding the foregoing, neither the Update Concurrent Use Period nor the Migrated Software Concurrent Use Period (collectively referred to as the "Concurrent Use Periods") may extend beyond End of Support for the current Software product. During the Concurrent Use Periods, you are only authorized to use the Update or Migrated Software to manage the same environment that is currently managed using the current Software Version. At the end of the Update or Migrated Software Concurrent Use Period, your license for the current Software Version will terminate.

HP will classify each Software migration into one of the following four categories:

- Standard (6 month Concurrent Use Period)
- Advanced (12 month Concurrent Use Period)
- Complex (18 month Concurrent Use Period)
- Exceptional (24 month Concurrent Use Period)

End of support

HP will provide full support for all Major Version, Minor Version, and YYYY.MM Versions of products listed at support.openview.hp.com/pdf/hpsw_products_support_policy.pdf.

Some products follow the YYYY.MM Version number scheme where YYYY represents the four digit year and MM represents the two digit month in which the product version was released. Full support will be available for either four (4) years from the general availability of a release or for three (3) years from the general availability of a release as set forth in the preceding link ("Committed Support").

HP will offer two (2) additional years of support for products that have reached end of their Committed Support life and for which a successor product or product version is commercially available under Support. An additional charge will be levied for this service ("Extended Support").

Extended Support is limited to:

- Around the clock self-solve support
- Access to technical support engineers
- Access to existing patches and hot-fixes created while the product version was in Committed Support.

No new enhancement requests, patches, fixes, document changes or platform certifications will be made for product versions in Extended Support.

Discontinuation:

If HP discontinues a product and no successor product is commercially available under Support, HP will provide full support for five (5) years from the product's last generally available release date if: (a) you have paid all applicable Support fees to date, and (b) you continue to pay all applicable Support fees.

For a description on how end of support is handled for non branded HP Software products and dependent components, refer to the HP Software Obsolescence Policy at support.openview.hp.com/pdf/obsolescence_policy_v4_4.pdf.

The above applies to the latest generally available release as of June 1, 2012 and all future releases, if any, of all HP Software products as listed at support.openview.hp.com/pdf/hpsw_products_support_policy.pdf.



For (a) all other releases of HP Software products listed at the above link and (b) all HP Software products not listed at the above link:

HP provides support for the current and previous Minor Versions of the current Major Version. HP will support the last Minor Version of a Major Version (for example, 6.2) for either (i) twenty-four (24) months from the date when a new Major Version (for example, 7.0) becomes generally available or, (ii) until the date when the next Major Version (for example, 8.0) becomes generally available, whichever occurs earlier.

If HP discontinues a product and does not make another Minor Version commercially available as an Update, HP will provide support for twenty-four (24) months from the date of the product discontinuance notice. HP may discontinue specific Support offerings no longer generally offered by HP upon sixty (60) days notice.

Return to support

If you allow Support to lapse, you may re-enrol only upon completing all of the following: (a) payment to HP of the annual Support fee for the renewal term, (b) payment to HP of one hundred percent (100%) of all annual Support fees that would have been paid had you not terminated Support offerings or lapsed in any applicable Support fee, (c) payment to HP of an administrative fee of fifteen percent (15%) of the total past Support fees to resume Support, if applicable, and (d) changing certain of your hardware or software to meet eligibility requirements of new versions.

Software support eligibility

“For ongoing Support eligibility, Customer must maintain the License Set at the same level of Software Support. “License Set” means all (a) licenses of HP Software Products with the same part number that are part of the same implementation, and (b) technically dependent prerequisite HP Software Products that are part of the same implementation, across all of the Customer’s Support Agreement Identification (“SAID”) numbers.”

For avoidance of doubt, the following examples are provided (Assuming the customer has two License Sets for a given HP Software Product)

HP software license set	Number of licenses	Level of software support needed	Example of acceptable scenario	Example of scenarios not allowed
License Set One for Product A	100	Enterprise Standard	Maintain a valid Software Support contract for all 100 licenses at Enterprise Standard level	Example no. 1: <ul style="list-style-type: none"> • 25 licenses at Enterprise Standard Support • 75 licenses at Enterprise Basic Support Example no. 2: <ul style="list-style-type: none"> • 25 licenses at Enterprise Standard Support • 75 licenses with no valid Software Support contract
License Set Two for Product A	200	Enterprise Basic	Maintain a valid Software Support contract for all 200 licenses at Enterprise Basic level	Example no. 1: <ul style="list-style-type: none"> • 50 licenses at Enterprise Basic Support • 150 licenses with no valid Software Support contract

Customer may not cancel Support for a portion of licenses within a License Set unless Customer, at the time of Support renewal, (i) terminates license rights of the unsupported licenses, or (ii) certifies that the unsupported licenses will not be used and will not receive any of the services provided through Support (the “Certification”). The Certification must be provided by an authorized representative of Customer via a written letter sent to HP according to the notice provisions in Customer’s governing Support contract with HP. HP reserves the right to audit Customer’s compliance with the Certification at any time. If Customer chooses to resume Support for any of the unsupported licenses covered under the Certification, the Return to Support terms and conditions will apply.

Cancellation

You may cancel Support orders or delete Software from Support effective upon the next Support renewal date with sixty (60) days prior written notice. For multiple year orders which are annually billed, (a) you may cancel your contract with no less than 60 days written notice prior to the next annual anniversary date, and (b) cancellation will be effective from such anniversary date.

HP Software Support terms

This support offering is governed by the HP Customer Terms or another agreement referenced in the quotation for Support services (the "Terms"). All capitalized terms used in this data sheet, but not otherwise defined, will have the meaning assigned to them in the Terms. In the event of conflicts between this data sheet and the Terms, this data sheet shall take precedence. The Support offering set forth in this data sheet is available for the HP Software Hybrid and Cloud, and Vertica product lines. Support delivery begins upon delivery of licenses.

Upgrades

Software upgrades are not a feature of Enterprise support. For clarification purposes only, the HP Software definitions of Upgrades are included below:

- **Upgrade** – License Type Upgrade means upgrading from one type of license to another upon customer purchase. An example would be moving from a Site license to an Area license.
- **Upgrade** – License Quantity Upgrade means upgrading to a higher count of license upon customer purchase. An example would be upgrading from 1000 nodes to 2500 nodes.

The following additional terms are hereby incorporated into this data sheet:



General

a. Exclusions. HP is not obligated to provide warranty services or support for any claims resulting from: 1. Improper site preparation, or site or environmental conditions that do not conform to HP site specifications; 2. Customer's non compliance with HP specification, statements of work or this data sheet; 3. Improper or inadequate maintenance or calibration; 4. Customer or third-party media, software, interfacing, supplies, or other products; 5. Modifications not performed or authorized by HP; 6. Virus, infection worm, or similar malicious code not introduced by HP; or 7. Abuse, negligence, accident, loss or damage in transit, fire or water damage, electrical disturbances, transportation by customer or other causes beyond the control of HP.

b. Local availability. Customer may order support from HP current support offerings. Some offerings, features and coverage (and related software) may vary according to HP resources and products in your environment or may not be available in all countries or areas. In addition, delivery of support outside of the applicable HP coverage areas may be subject to travel charges, longer response times, reduced restoration or repair commitments and reduced coverage hours.

c. Relocation. Relocation of any software under support is the responsibility of customer and is subject to local availability, and may result in changes to support fees. Reasonable advance notice to HP may be required to begin support after relocation. For software products, any relocation is also subject to the license terms for such software. Customer may be required to execute amended or new documents as a result of relocation.

d. Service Providers. HP reserves the right and customer agrees to HP use of HP authorized service providers to assist in the delivery of support.

e. Modifications. Customer will allow HP, at HP request and at no additional charge, to modify software to improve operation, supportability, and reliability or to meet legal requirements.

f. Force majeure. Neither party will be liable for performance delays nor for non performance due to causes beyond its reasonable control; however, this provision will not apply to customer's payment obligations.

Site and product access

Customer shall provide HP access to the software covered under support; and if applicable, adequate working space and facilities within a reasonable distance of the software; access to and use of information, customer resources, and facilities as reasonably determined necessary by HP to service the software; and the other access requirements described in this data sheet. If customer fails to provide such access, resulting in HP inability to provide support, HP shall be entitled to charge customer for the support call at HP published service rates. Customer is responsible for removing any software ineligible for support, as advised by HP, to allow HP to perform support. If delivery of support is made more difficult because of ineligible software, HP will charge customer for the extra work at HP published service rates.

Software support

a. Eligibility. Customer may purchase available software support for HP branded software only if customer can provide evidence it has rightfully acquired an appropriate HP license for such software. HP will be under no obligation to provide support due to any alterations or modifications to the software not authorized by HP or for software for which customer cannot provide a sufficient proof of a valid license.

b. Documentation. If customer purchases a software support offering that includes documentation updates along with the right to copy such updates, customer may copy such updates only for software under such coverage. Copies must include appropriate HP trademark and copyright notices.



Use of proprietary service tools for support

HP will require customer's use of certain hardware and/or software system and network diagnostic and maintenance programs ("Proprietary Service Tools"), as well as certain diagnostic tools that may be included as part of the customer's system, for delivery of support under certain coverage levels. Proprietary Service Tools are and remain the sole and exclusive property of HP, are provided "as is," and include, but are not limited to: remote fault management software, network support tools, Insight Manager, Instant Support and Instant Support Enterprise Edition (known as "ISEE"). Proprietary Service Tools may reside on the customer's systems or sites. Customer may only use the Proprietary Service Tools during the applicable support coverage period and only as allowed by HP. Customer may not sell, transfer, assign, pledge or in any way encumber or convey the Proprietary Service Tools. Upon termination of support, customer will return the Proprietary Service Tools to HP or allow HP to remove these Proprietary Service Tools.

Customer will also be required to:

- a. Allow HP to keep the Proprietary Service Tools resident on customer's systems or sites, and assist HP in running them;
- b. Install Proprietary Service Tools, including installation of any required updates and patches;
- c. Use the electronic data transfer capability to inform HP of events identified by the software;
- d. If required, purchase HP-specified remote connection hardware for systems with remote diagnosis service; and
- e. Provide remote connectivity through an approved communications line.

Customer responsibilities

- a. Data backup.** To reconstruct lost or altered customer files, data or programs, customer must maintain a separate backup system or procedure that is not dependent on the software under support.
- b. Temporary workarounds.** Customer will implement temporary procedures or workarounds provided by HP while HP works on permanent solutions.
- c. Hazardous environment.** Customer will notify HP if customer uses software in an environment that poses a potential health or safety hazard to HP employees or subcontractors. HP may require customer to maintain such software under HP supervision and may postpone service until customer remedies such hazards.
- d. Authorized representative.** Customer will have a representative present when HP provides support at customer's site.
- e. Software list.** Customer will create and maintain a list of all software under support including: the location of the software and coverage levels. Customer shall keep the list updated during the applicable support period.

Talk to us about HP Software Enterprise Support

We are here to make sure you get the right level of support for your business. You will find links to further information below, but why not talk to us? We can explain your options and how your business will benefit. Please contact your HP Software Support Sales representative.

HP Software Services

Ordering information

HP Software Enterprise Standard Support may be ordered using service product numbers HM610A1 (upfront 1-year) HM610A3 (upfront 3-year) and HM610AC (contractual).

HP Software Basic Support may be ordered using service product numbers HM611A1 (upfront 1-year) HM611A3 (upfront 3-year) and HM611AC (contractual).

HP Software Enterprise Priority Pool Support is an additional service feature that may be added to either HPSW Enterprise Standard or HPSW Enterprise Basic support and may be ordered using service product numbers HH600A1#26J (upfront 1-year) HH600A3#26J (upfront 3-year).

For more information HP Software Support Services, visit:
hp.com/go/hpsoftwaresupport/support_options

Through our innovative offerings in Support, Software-as-a-Service (SaaS) and Professional Services, we partner with you to help enable your success and ROI.

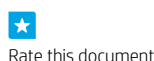
To access technical interactive support, visit: hp.com/go/btosoftware and review Key Resources and Featured Services.

The HP Software IT Experts Community is your place to network, learn, and participate via forums, events, blogs and more. To learn more, visit: hp.com/go/swcommunity.

HP Software Global Support Delivery is certified by TSIA as a worldwide Certified Support Staff Excellence Center. Customers can purchase HP Software products with confidence knowing that HP meets high industry support standards. Please see: www.TSIA.com for more information.



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3. **Authorization.** If you agree to this Agreement on behalf of another person or entity, you warrant you have authority to do so.
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5. **Electronic Delivery.** HP may elect to deliver software and related software product or license information by electronic transmission or download.
6. **License Grant.** If you abide by this Agreement, HP grants you a non-exclusive non-transferable license to use one copy of the version or release of the accompanying software for your internal purposes only, and is subject to any specific software licensing information that is in the software product or its Supporting Material.

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 - You may not download and use patches, enhancements, bug fixes, or similar updates unless you have a license to the underlying software. However, such license doesn't automatically give you a right to receive such updates and HP reserves the right to make such updates only available to customers with support contracts.
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 - You may not allow access on an intranet unless it is restricted to authorized users.
 - You may make one copy of the software for archival purposes or when it is an essential step in authorized use.
 - You may not modify, reverse engineer, disassemble, decrypt, decompile or make derivative works of software. If you have a mandatory right to do so under statute, you must inform HP in writing about such modifications.
7. **Remote Monitoring.** Some software may require keys or other technical protection measures and HP may monitor your compliance with the Agreement, remotely or otherwise. If HP makes a license management program for recording and reporting license usage information, you will use such program no later than 180 days from the date it's made available.
 8. **Ownership.** No transfer of ownership of any intellectual property will occur under this Agreement.
 9. **Copyright Notices.** You must reproduce copyright notices on software and documentation for authorized copies.
 10. **Operating Systems.** Operating system software may only be used on approved hardware and configurations.



11. 90-day Limited Warranty for HP Software.

- HP-branded software materially conforms to its specifications, if any, and is free of malware at the time of delivery; if you notify HP within 90 days of delivery of non-conformance to this warranty, HP will replace your copy. This Agreement states all remedies for warranty claims.
- HP does not warrant that the operation of software will be uninterrupted or error free, or that software will operate in hardware and software combinations other than as authorized by HP in Supporting Material. To the extent permitted by law, HP disclaims all other warranties.

12. Intellectual Property Rights Infringement. HP will defend and/or settle any claims against you that allege that HP-branded software as supplied under this Agreement infringes the intellectual property rights of a third party. HP will rely on your prompt notification of the claim and cooperation with our defense. HP may modify the software so as to be non-infringing and materially equivalent, or we may procure a license. If these options are not available, we will refund to you the amount paid for the affected product in the first year or the depreciated value thereafter. HP is not responsible for claims resulting from any unauthorized use of the software.

13. Limitation of Liability. HP's liability to you under this Agreement is limited to the amount actually paid by you to HP for the relevant software, except for amounts in Section 12 ("Intellectual Property Rights Infringement"). Neither you nor HP will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages. This provision does not limit either party's liability for: unauthorized use of intellectual property, death or bodily injury caused by their negligence; acts of fraud; willful repudiation of the Agreement; or any liability that may not be excluded or limited by applicable law.

14. Termination. This Agreement is effective until terminated or in the case of a limited-term license, upon expiration; however, your rights under this Agreement terminate if you fail to comply with it. Immediately upon termination or expiration, you will destroy the software and documentation and any copies, or return them to HP. You may keep one copy of software and documentation for archival purposes. We may ask you to certify in writing you have complied with this section. Warranty disclaimers, the limitation of liability, this section on termination, and Section 15 ("General") will survive termination.

15. General.

- Assignment.** You may not assign this Agreement without prior written consent of HP, payment of transfer fees and compliance with HP's software license transfer policies. Authorized assignments will terminate your license to the software and you must deliver software and documentation and copies thereof to the assignee. The assignee will agree in writing to this Agreement. You may only transfer firmware if you transfer associated hardware.
- U.S. Government.** If the software is licensed to you for use in the performance of a U.S. Government prime contract or subcontract, you agree that, consistent with FAR 12.211 and 12.212, commercial computer software, computer software documentation and technical data for commercial items are licensed under HP's standard commercial license.
- Global Trade Compliance.** You agree to comply with the trade-related laws and regulations of the U.S. and other national governments. If you export, import or otherwise transfer products provided under this Agreement, you will be responsible for obtaining any required export or import authorizations. You confirm that you are not located in a country that is subject to trade control sanctions (currently Cuba, Iran, N. Korea, N. Sudan, and Syria) and further agree that you will not retransfer the products to any such country. HP may suspend its performance under this Agreement to the extent required by laws applicable to either party.
- Audit.** HP may audit you for compliance with the software license terms. Upon reasonable notice, HP may conduct an audit during normal business hours (with the auditor's costs being at HP's expense). If an audit reveals underpayments then you will pay to HP such underpayments. If underpayments discovered exceed five (5) percent, you will reimburse HP for the auditor costs.



- e. Open Source Components. To the extent the Supporting Material includes open source licenses, such licenses shall control over this Agreement with respect to the particular open source component. To the extent Supporting Material includes the GNU General Public License or the GNU Lesser General Public License: (a) the software includes a copy of the source code; or (b) if you downloaded the software from a website, a copy of the source code is available on the same website; or (c) if you send HP written notice, HP will send you a copy of the source code for a reasonable fee.
 - f. Notices. Written notices under this Agreement may be provided to HP via the method provided in the Supporting Material or if none, via "contact HP" site on www.hp.com.
 - g. Governing Law. This Agreement will be governed by the laws of the state of Arizona, U.S.A., excluding rules as to choice and conflict of law. You and HP agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply.
 - h. Force Majeure. Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.
 - i. Entire Agreement. This Agreement represents our entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist. Modifications to the Agreement will be made only through a written amendment signed by both parties. If HP doesn't exercise its rights under this Agreement, such delay is not a waiver of its rights.
16. **Australian Consumers**. If you acquired the software as a consumer within the meaning of the 'Australian Consumer Law' under the *Australian Competition and Consumer Act 2010 (Cth)* then despite any other provision of this Agreement, the terms at this URL apply: <http://www.hp.com/go/SWLicensing>.

Achieve more with your software with support from HP

HP Software Customer Support Handbook



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1. Welcome to HP Software Support



Hewlett-Packard's Software Support team is committed to ensuring your success. This handbook provides guidelines and reference materials that will allow you to maximize your HP Software investment. It has never been quicker, easier, or more convenient for you to access our world class service.

While this handbook provides important information on almost everything you need to know about HP Software Support Services, we also want to encourage you to review our HP Software website at hp.com/go/software. For your convenience, please find a one page overview in the form of a Quickstart Guide in the Appendix.

Some restrictions may apply or processes may vary depending on your HP Software product, especially in cases of a third party software product. We try to highlight any differences between HP and third party products and processes in this handbook.

The HP Software Solutions Community, is your place to network, learn, and participate via forums, events, blogs, and more. To learn more, visit: hp.com/go/swcommunity.

Delivery of support is governed by HP Software Support's datasheets and your individual support agreement with HP (collectively, the "Agreement"). To the extent there are any differences between the Agreement and this handbook, the Agreement shall govern.

1.1 About HP Software Support

HP offers customers direct, high-quality, responsive technical support. We strive to create a support environment that provides the information you need more quickly, resulting in uptime maximization, availability, and increased revenue generating potential in your environment. HP is dedicated to resolving your software product issues and helping you gain the most value possible from our product solutions.

HP Software Support brings a unique perspective built from serving thousands of HP Software customers for many years. Our Support team consists of experienced engineers with skills in HP Software technologies, as well as multi-platform environments.

HP Software Global Support Delivery is certified by TSIA as a worldwide Certified Support Staff Excellence Center. Customers can purchase HP Software products with confidence knowing that HP meets high industry support standards. Please see TSIA.com for more information.



For more information on our HP Software Services offerings, please visit hp.com/go/hpsupport/service_offerings

We offer various levels of support to fit your individual business needs:

9x5	Available between 8:00am and 5:00pm on local business days, excluding local bank and public holidays. Response is based on the location of your support contract. 24x7 access to knowledge base and self-solve, patch downloads and product updates.
24x7	Available 24 hours per day, Monday through Sunday, 365 days per year, with prioritized support response, patch downloads and product updates.
Premier Services	HP Software Premier Services provides a flexible portfolio to help our customers use, support and optimize their software solutions to drive maximum value from their investment.

All offerings above include web based 24x7 self-solve support and HP Software Solutions Community. For more information visit hp.com/go/hpsupport

Education	HP Software Education is an innovative learning organization producing world-class training and delivering it in HP Learning Centers around the globe, private forums and virtually online. We help IT professionals extract greater value from their HP Software investments, enabling customers to produce amazing outcomes by bringing innovation to life in the workplace.
Quickstarts	HP Software Professional Services Quickstarts accelerate time to value with packaged software deployment, upgrade and migration services, leveraging best practices developed through years of experience.

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2. Important Reference Information

Use this page to keep track of important information specific to your licensing and support agreements with HP.

2.1 My HP Order Number

Your HP Sales Order number is the identifier used for licensing related activities.

2.2 My Support Agreements

A Service Agreement ID (SAID) is your unique support identifier with HP. The SAID is required when contacting HP with questions and for accessing technical support. If you need to log a case and have not received your SAID, please visit support.openview.hp.com/entitlement/contracts and select “Investigate contract” from the left hand menu. If available, please provide your HP Order Number and company name when logging the case, to ensure a quicker resolution. If you have an existing SAID and want to inquire about a support contract, please log a non-technical case at URL hp.com/go/hpsoftwaresupport/casemanager/submitcase and select Problem category “Investigate contract” in the pull-down menu. Both links require an HP Passport account.

Important Reference Information:

My internal order number/ project name:	My HP Order Number(s):	My Service Agreement ID(s):

3. Managing Your Support Relationship With HP

3.1 HP Passport Account

Customers need to log into HP Passport to use various tools, for example Webware and My Updates.

3.1.1 Creating Your Account

To create a new HP Passport account, follow these easy steps:

- Go to the Software Support Online (SSO) website: hp.com/go/hpssoftwaresupport
- Click on “Register” at the top of the screen.
- Create a User ID and Password of your choice.
- Enter all required information.
- Please take the time to complete your entire HP profile because it is used for a variety of different HP websites. To do this, click on “Optional Contact Information”.

HP recommends that each user of Software Support Online creates a separate HP Passport User ID under their own personal name. This helps to ensure that case communications are routed to the correct person.

3.1.2 Sign-In

Customers with an existing HP Passport account can sign in by clicking on “Sign-in with HP Passport” next to “Register”.

If you forgot your User ID or Password or receive an error message when attempting to log in, please click on “Forgot Password” or “Forgot User ID”.

Once signed into HP Passport, you can edit your profile at any time by clicking “Edit your profile” at the top of the page.

3.1.3 Linking an SAID to HP Passport

In order to access additional content, such as advanced self-solve, you will need to add your support contract’s SAID.

- First log into HP Passport.
- Then click on “Edit your profile” link at the top of SSO webpage.
- Click on “Edit system handle/SAIDs” link.
- Enter SAID number in box under “Add a contract to your profile”, then click “Add”.
- You will see any contracts that are already part of your profile.

For more information, visit the SSO tutorial at: support.openview.hp.com/pdf/ssso/index.html

3.2 Licensing Information

3.2.1 Activation of product—obtaining your software license

Once you have purchased HP Software products, you will receive an email with instructions for obtaining your licenses and downloading the software if e-media was included as part of your order. Most HP Software products include a 60 day initial “ready to use” license that will allow you to install the product and begin using it right away. To avoid interruption in your use of the product, activate the purchased license before this initial license ends by going to the [Licensing portal](#). To activate your license you will need the Entitlement Order Number (EON) found on the entitlement certificate (a link to the certificate is located on the e-delivery website), license

owner contact information, and locking ID values (if required to generate license). If the license key provided is temporary, the license key you purchased will be emailed to the registered owner within 2 business days. The use of that temporary key is intended for new installations only.

The [Activation Quick Start Guide](#) on the licensing portal home page will guide you through this activation process. More detailed “Activation” instructions are found in the “How-to Demos” located on the licensing portal home page. If you require any assistance go to [“Contact Licensing Support”](#).

NOTE:

- Third-party product licensing may vary. Information on how to retrieve such license keys can be found on the License Entitlement Certificate.
- HP Software Enterprise License Agreement (ELA) customers utilize the Administration/ Software Activation Website (SAWS) menu at the HP Licensing for Software portal to activate and manage licenses. An HP Passport (HPP) account must be created or updated to connect to the ELA Contract module.

For the following products: HP-UX Codeword requests, RGS Software, Digital Sending Software, please contact one of the following regional support teams:

Americas

Phone: +1 800 538 1733 (US)
hplicense.na@hp.com

Asia Pacific and Japan

sw-codeword@hp.com

Europe, Middle East and Africa

Phone: +44 203 450 53833 (UK)
codeword.europe@hp.com

For out of office hours emergency support, contact one of the other regions. All regions provide support in English.

3.2.2 License Management

[Manage entitlements](#)

The manage entitlements feature is part of the asset management capability on the HP Licensing for Software portal.

This functionality allows you to:

- Report against any deployed licenses on behalf of your company account
- Manage your own licenses or those linked to your company (for example, move a license key to another server by changing IP addresses)

For more information on managing your HP Software entitlements, review the [Help Guide](#) or the “How-to Demos” available on the License portal home page.

[License transfers](#)

When an HP system changes ownership in the used marketplace, HP supports this transaction by permitting the transfer of software licenses for certain software products from one owner to another through HP Software License Transfer process. This license transfer must be carried out in accordance with the published HP Software License Transfer (SLT) process. For more information, visit hp.com/go/slt.

[Lost Entitlement Certificate](#)

Your Entitlement or RTU Certificate contains your entitlement order number as well as the HP Software products purchased. While the certificate is not required to request a license, you do need the Entitlement Order Number (EON) shown on the certificate for that purpose. You should retain any certificates for your own reference and for compliance reasons. If your shipment was electronic, you can use the delivery email to download your entitlement certificate.

If you still require assistance, submit a case at <http://support.openview.hp.com/casemanager/newincident> and select Licensing in the drop down menu. Accessing this tool requires a HP Passport account. If possible, provide your Entitlement Order Number in the case details.

4. Your Support Contract

In order to log a support case, you will need to provide your SAID found as part of your support contract. Your SAID is a unique identifier for your support contract with HP. The SAID is printed on each contract and should be referenced whenever you are requesting technical support.

In the event that you have not yet received your support contract and SAID, you can still access technical support by calling your local phone number. For a list of local phone numbers, please visit support.openview.hp.com/contact_list.jsp

Your support contract details the HP Software products covered as well as the level of support you have purchased.

4.1 Renewing Your Support Contract

For your convenience, HP generates support contract renewal quotes approximately 90 days prior to expiration of your contract. It is important to review the renewal quote to avoid any disruption in service and support. Any questions pertaining to your quote should be directed to your HP sales representative or contract administrator. The name and contact information of your HP contracts administrator can be found on the quote. To review, revise and renew HP support contracts or to request assistance online, visit hp.com/go/hpsoftwaresupport/contract_maint

You will find links to Support Agreement Manager in your country, also known as HP Express for SMB customers and HP Support Contract Assistant (SCA) for Enterprise customers and partners. The local websites also provide demos on how to use the online tool most effectively.



5. Support Tools

5.1 Software Support Online (SSO)

Software Support Online is an online support tool that provides a fast and efficient way to access interactive technical support tools needed to manage and optimize your business.

You may share your comments and any suggestions on how we can improve your SSO experience via the following URL: support.openview.hp.com/casemanager/feedback.

- Online access to HP Software's large knowledge base
- Online case submittal and tracking
- Discussion Forum
- Support contract management
- Information on available HP Software Services and Support offerings
- Software updates and patches
- Electronic manuals
- Obsolescence policy
- Enhancement requests
- E-Notification of new information about your HP Software products
- Latest information on HP Software Support

For information on how to navigate Software Support Online and to take full advantage of all of its features, please take a few minutes to review the online training guide at support.openview.hp.com/pdf/sso/index.html

5.1.1 Accessing Software Support Online

hp.com/go/hpssoftwaresupport

Software Support Online content is protected with different levels of access:

- Public Content—Content is readily accessible to anyone. It requires no additional authorization to access.
- HP Passport User ID Required—Requires HP Passport user ID and password to access content. To establish an HP Passport account, [see section 3.1](#). Each member of your team should create their own user ID and password.
- Contract Required—Requires an active software support contract and HP Passport account to access content. Linking an active contract to HP Passport can be done by following the easy steps described in 3.1.3 “Linking an SAID to HP Passport”.

5.1.2 Software Support Online Tutorial

Please take the time to watch the SSO Tutorial at support.openview.hp.com/pdf/sso/index.html

The tutorial assists HP customers in the effective use of this self-service support website. It provides information on HP Passport, service request manager, self-solve knowledge search, patches, product manuals and updates.

5.1.3 Self-Solve Knowledge Search

HP's self-solve knowledge search provides immediate, easy-to-use recommendations from HP knowledge sources and technical forums. This tool is available 24x7 online to assist you and your staff in finding information needed to resolve software issues. With an improved user-friendly interface and advanced search options, you can get to the information you need even faster.

To access self-solve knowledge, go to the SSO homepage at hp.com/go/hpsoftwaresupport. Select the Tab “Self-solve”. You will be prompted to enter the HP Passport account information. You may then enter keywords, questions, phrases or document identifiers.

For your search on known issues follow these easy steps:

1. Enter nothing in the keywords field, and do not change the “Natural language” radio button selection.
2. Specify your product focus as wide or narrow as you would like in the next few fields.
3. Check the “Known Problems” box.
4. Uncheck the default “Knowledge documents” box.
5. Pick a sort order if you like.
6. Click on the “Search” button.

5.1.4 My Updates—Software Update Portal

HP Software Support customers can download the latest version of software from My Updates. You will need your HP Passport log-in and SAID to access My Updates. My Updates can be accessed from the SSO portal at hp.com/software/updates

To download software:

1. Log into My Updates using HP Passport
2. Select or enter SAID
3. Click to accept terms and conditions and click “submit”
4. Click on “Expand All” on the right hand side
5. Click appropriate product version and click on “get software updates”
6. Click on “Get Software”
7. Select appropriate item(s) under “2. Electronic Downloads”
8. Select “Download Directly”

Advantages of My Updates include:

- Direct access using a single sign-on to the portal from Software Support Online at hp.com/go/hpsoftwaresupport > Downloads or directly at hp.com/software/updates.
- Easy download of the latest software version under support.
- Access to all available software update versions.
- Accessible by multiple persons.

Support customers can tie their SAID to their HP Passport profile. Please [see section 3.1](#) on how to do so.

SAIDs will be listed in the users view at My Updates under “select an SAID”. Further information on My Updates can be found in the frequently asked questions section of the My Update portal.

Customers can also register for HP Alerts to receive proactive email notifications of product updates, obsolescence, and migration information. This can be done at hp.com/go/swupdatealerts

5.1.5 Patches

Search and download the latest patches: support.openview.hp.com/selfsolve/patches

An active SAID and HP Passport account are required to access patches.

Sign up for email patch notification at support.openview.hp.com/enotification/main

To ensure you receive all relevant patch email notifications, HP recommends that you choose the “All Versions” and “All Operating Systems” options for your Products on the registration form rather than selecting an individual product version and operating system.

Terms of Use

Customer understands the following terms of use for a hotfix, preliminary hotfix, or preliminary patch. These terms are in addition to all other terms and conditions in a customer's end user license agreement.

From time to time, HP may, at its option, provide to a customer with an active support agreement, a hotfix to temporarily provide defect fixes until a generally available patch is released. HP provides hotfixes in critical situations that are time sensitive. A hotfix is intended for temporary use on top of existing HP product installations.

From time to time, HP may, at its option, provide to a customer with an active support agreement, a preliminary hot fix or preliminary patch in order for the customer to test a proposed fix in their specific environment. A preliminary hotfix or preliminary patch may not be applied to a customer's production system without previous written consent of HP R&D. Such consent may be conveyed via email from the HP Software Support organization.

Hotfixes, preliminary hotfixes and preliminary patches have gone through limited test cycles and do not account for variables in the customer's environment. Accordingly, HP cannot guarantee that a hotfix will provide a customer with adequate relief and regressions in other areas of the product may occur. By accepting the hotfix, preliminary hotfixes or preliminary patches, customer understands, and agrees to, this risk. By accepting any hotfix, preliminary hotfixes or preliminary patches, customer agrees that it shall be solely responsible for such and not hold HP liable for any adverse outcome as a result of such acceptance.

Definitions

- A "hotfix" is a deliverable to a customer that is intended to temporarily provide a fix to a customer's production system prior to a generally available patch or release.
- A "preliminary hotfix" (a.k.a. "hotfix preview", "private hotfix", "testing binary") is a pre-release version of a hotfix provided by HP to customer for customer to test to confirm that the hotfix works within the customer's specific, potentially customized, environment prior to the release of the official hotfix.
- A "preliminary patch" (a.k.a. "patch preview", "private patch", "testing binary", "preliminary fix") is a pre-release version of a patch that HP provides to customer for customer to test to confirm that the patch works within the customer's specific, potentially customized, environment prior to the release of the official, generally available patch.

5.1.6 Security Bulletins

Customers can report security issues directly to HP by following three easy steps:

- Go to hp.com
- Select "Contact HP/Customer Service" under "Customer Support" in the bottom right corner
- Select "Report a Software Security Issue" in the upper left corner
- Fill out the form and click "Submit" to report potential security vulnerabilities to the HP Software Security Response Team (SSRT).

To sign up for security bulletins, go to hp.com/go/swupdatealerts

5.1.7 Manuals

Search and download the latest manuals: support.openview.hp.com/selfsolve/manuals

Hardcopy manuals can be ordered directly from ePAC through hp-sw.epac.com. The site also contains a Quick Reference Guide about the order process.

5.1.8 HP Software Support Lifecycle Information

HP Software is committed to providing excellent customer care throughout the product lifecycle. This includes enabling you to determine future strategies for your software investments as supported products and versions reach maturity. For an overview of the most current HP Software product obsolescence policy as well as an overview of end of support announcements, please visit: support.openview.hp.com/encore/products.jsp

Once you subscribe to Software Update Alerts and select the products you wish to be notified about; you will receive email updates on end of support announcements and migration options available. Software Update Alerts can be found at hp.com/go/swupdatealerts

5.1.9 Non-Technical Case Logging

Non-technical case logging provides you with the opportunity to ask questions that are non-technical in nature. Please log such questions at hp.com/go/hpsoftwaresupport/casemanager/submitcase.

Select submit a new service request and then in the service request type drop down box select one of the following:

- Comments on software experience
- ELA administrator request
- Electronic product delivery
- Investigate support contract
- Licensing
- Other
- Physical update shipment
- Sales
- Website Functionality (refers the web functionality assistance with Software Support Online portal only)

Once submitted, an HP representative will be in contact with you regarding your case status. For non-technical cases the Customer Contact Center will respond to your inquiry within 4 hours.

5.1.10 HP Discussion Forums

HP Software support offers both public and private support forums located in the HP Enterprise Business Community. Customers should log into the community and then access the product families page (<http://h30499.www3.hp.com/t5/Products/ct-p/sws-ProductFamilies>) to see all available software forums. For peer-to-peer technical support and knowledge sharing, customers can access any one of many public forums available. Here, like-minded professionals gather to exchange knowledge, best practices, and experience. Private forums are only visible to HP Software Support customers that are logged into the community. Any forum labeled as a Support Customer Forum is a private forum. Access to these forums is only available to customers with a valid support contract. The Support Customer Forums are staffed by HP Software Support engineers who are available to answer technical questions, as well as share knowledge and provide tips and tricks for using the product. Customers can consider the Support Customer Forums as a first stop into HP Software technical support. Information on the private forums can be found by accessing the forum data sheet (<http://h20195.www2.hp.com/V2/GetPDF.aspx/4AA4-1994ENW.pdf>).

5.1.11 SSO Live Chat

SSO Live Chat provides you with the opportunity to raise questions in real-time about contracts, entitlement and questions on SSO website functionality. In addition you can ask any other non-technical inquiries using SSO Live Chat. If you have concerns with the progress of your support case, you may also log a Duty Manager request via SSO chat - be ready to provide your contact details and reasons for your concern.

Here is a complete list of topics supported via SSO Live Chat:

- Incorrect case contact information
- Contract validation issue
- Attachment issues via SSO case manager
- Cases not visible
- Self-solve knowledge base issues
- Email notifications
- Products not visible

- Product documentation issues - Manuals section
- Patch downloads
- Product Updates - My Updates section
- Duty Manager requests

SSO chat is operating in 24x5 mode (excluding Saturday and Sunday). To access Web Chat please go to support.openview.hp.com/ and log in using your HP Passport. Look for the chat icon in the bottom left hand corner of the page

5.1.12 Support Matrices

Support matrices provide you with an overview of compatibility of HP Software products with certain operating systems of other software products; support.openview.hp.com/sc/support_matrices.jsp. Access to support matrices requires an active support contract.

5.1.13 Product Defects and Enhancement Requests

Enhancement requests are handled with different response procedures than technical incidents. When received, HP Software Support, product development and product management review each request. A variety of factors weigh into determining whether a request will be implemented including, but not limited to, alignment with strategic direction, technical feasibility and its benefit to a large number of customers. After the initial review of the request, the goal is for HP to perform subsequent reviews yearly to align with standard delivery and release cycles. This is a statement about the goal to perform annual reviews, not a commitment to deliver the enhancement. Updates to the request are added to the record as additional reviews happen and these updates can be viewed by customers on HP Software Support Online (hp.com/go/hpsoftwaresupport). HP cannot guarantee that every request will result in an enhancement. Enhancement requests when implemented, are delivered to customers in new versions of the HP Software product via HP's standard software release mechanisms, not in 'patches' provided against currently released versions

If you have an enhancement request that is critical to your environment and there is an important business impact by not having the feature, you may start the Enhancement Request Escalation Process. This process can only be initialized by your sales representative, as the financial impact of not having this feature needs to be clearly stated.

To log all other enhancement requests, please visit hp.com/go/hpsoftwaresupport. Once on the main SSO page, select "Submit an enhancement request" listed in the shortcut menu. Please note that an active support contract is required.

You can register your email address against an ER and receive proactive emails as the ER progresses through the development process. If your ER was the result of an open support incident and it is not classified as critical, the support incident will be closed and all future updates to the ER will be via the Software Support Online portal.

Product Defects (PDs) must be initiated by logging a support case by the customer and, once a PD is identified, will be submitted by the HP engineer. Critical PDs can be escalated via the Technical Escalation Process. This process will be started by the engineer or the Duty Manager involved.

You can track the status of both, an ER and PD, at Software Support Online by following the instructions below:

1. Go to the SSO Home page: hp.com/go/hpsoftwaresupport
2. Click on Self-solve
3. Log in with your Passport ID
4. Enter your ER or PD ID under "Enter keyword(s), questions, phrases, or document identifiers" box and make sure to check "Known problems" and "Enhancement Requests"
5. Click Search
6. Chose the link of the displayed ER or PD ID to view status.

6. Technical Support

6.1 Logging a Support Case

Technical support entitlement commences on the date of purchase. You can log cases electronically or by phone. Please make sure you have searched the knowledge base before logging a case.

Once you have logged a case, you will receive a Case ID within minutes. When a solution has been defined, your case history will include the resolution; this way you can review your case at any time and retrieve this valuable information for future reference. HP Software Support employs the Follow the Sun support model, ensuring complete coverage for our 24x7 customers.

6.1.1 Before Logging a Case—Information Needed

- Service Agreement ID (SAID)—Contract that contains the product for which you need assistance
- Contact information—Person logging the case
- System information—What product is failing? Which version? What machine is the product running on?
- Problem Description—What does normal system behavior look like?
- Nature of problem—When did the problem begin? What has changed since it last functioned? Can the problem be reproduced?
- Impact Level—What is the business impact of the problem? See definitions for impact levels at support.openview.hp.com/casemanager/help/case-help#impact

6.1.2 Submitting a Case Electronically

Logging a case online is the most efficient and effective way of detailing your problem. Logging cases online allows an unlimited amount of users in your environment to log the case.

Prior to submitting cases online, please make sure to register at Software Support Online by creating an HP Passport account. For details [see section 3.1](#).

You are then ready to log the case at hp.com/go/hpsoftwaresupport/casemanager/submitcase

Cases can be logged 24x7; however, response times are based on the following table according to your level of support. “Response Time Objectives” are typical initial response times to support requests. HP may not always provide such response within the Response Time Objectives.

For newly received Impact Level 1 cases, HP will confirm through discussion with the customer that the case fulfills the criteria of “production application down,” and HP reserves the right to downgrade the impact level, if the case does not fulfill such criteria.

6.1.3 Opening a Case by Phone

Please call the HP Response Center in your country. Contact numbers are available at: hp.com/go/hpsoftwaresupport/contact_list. If you have any concerns regarding the progress of a case, please contact the engineer who owns your case to ensure it was properly flagged based on urgency, or contact the on-call HP Software Support Duty Manager to personally address your concerns:

When submitting a case, please make sure to select the appropriate impact and urgency level from the chart below. Impact is a description of the system condition and urgency is a description speed in which the problem must be resolved.

Definitions	Impact Level 1 Critical	Impact Level 2 Serious	Impact Level 3 Medium	Impact Level 4 Low
	Total Loss of functionality HP product is unusable resulting in total disruption of work or other critical business impact No workaround is available	Major Loss of functionality Operations are severely restricted. A workaround is available	Minor Loss of functionality Product does not operate as designed, minor impact on usage, acceptable workaround deployed	Negligible/None Documentation, general information, enhancement request, etc.
	Urgency Level 1 Critical	Urgency Level 2 High	Urgency Level 3 Average	Urgency Level 4 Low
	Immediate attention required	Prompt attention required	Use standard operating procedures to address event	Use standard operating procedures and as time allows to address event
Response time objectives				
9x5: Local business hours and local business days	2 hours	6 hours	8 hours	1 business day
24x7: Including all bank and public holidays	1 hour with prioritized support response	4 hours	6 hours	1 business day

In the U.S. and Canada, call the HP Response Center at 1-800-633-3600. Say software and your Product name. When prompted you may say or enter a valid SAID.

Outside the U.S. and Canada, please call your country specific Response Center and ask for the person taking your call to engage the HP Software Support Duty Manager.

6.1.4 Status Review

The easiest way to check the status of support cases is by accessing SSO. You may also call HP to request status information. Online case logging allows you to track your case at hp.com/go/hpsoftwaresupport/casemanager/submitcase > Advanced service request search.

In order to track cases online, you will need to create an HP Passport account and edit your profile to include the SAID(s) for your HP Software products. Please [see section 3.1](#) for information on how to link an SAID to your HP Passport account.

The following information describes the possible status that may be assigned:

- **Open:** Case submitted and additional information is needed (subcategory is Callback: customer has requested a call or email from the case owner).
- **Work in progress:** An HP engineer is working on the case (subcategories are Pending customer: HP staff are waiting for the customer to respond/provide required information for case resolution; Pending internal: The engineer assigned to the case is waiting for additional information related to resolution from other HP entities).
- **Suspended:** Time-based “on hold” status based on customer’s request.
- **Closed:** The case has been resolved or the customer could not be reached after multiple attempts to contact.

6.1.5 Case Review by HP Software Support Duty Manager

In case of concerns regarding the progress of your case, please contact the engineer who owns the case to make sure it was properly prioritized based on your business situation and urgency. You may also contact the on-call HP Software Support Duty Manager:

In the U.S. and Canada:

You may contact the Duty Manager directly by following these steps:

- Call the HP Response Center at 1-800 633 3600
- Say, “Existing Case”
- Enter Case ID
- Ask for the person taking your call to engage the HP Software Support Duty Manager

Outside the U.S. and Canada:

Please call your country specific Response Center and ask for the person taking your call to engage the HP Software Support Duty Manager. Local HP Software Support Center phone numbers can be found at support.openview.hp.com/contact_list.jsp

Please make sure to emphasize that you want to speak with an HP Software Support Duty Manager because multiple product Duty Managers exist within HP. You will need to provide your case ID and a brief explanation of why you wish to contact the Duty Manager. Our goal is to have an HP Software Support manager respond back to you within 1 hour after your initial request for the Duty Manager. The Duty Manager may not have an immediate solution to your problem but will work with you to understand your difficulty and to agree on a plan to address it. The Duty Manager will also engage an HP Software Support Delivery Manager to make sure the issue has continued visibility once the Duty Manager disengages. The benefit of the Duty Manager process is direct access to an HP Software Support manager for your concerns.

6.1.6 Case Review by HP Software Support Escalation Manager

The Software Duty Manager process (see section 6.1.5) is the initial step for expressing your concerns regarding the progress of your case. The Enhancement Requests (see section 5.1.13) is the initial step for the product development and product management review for your request.

If further attention is required, at your request, the Escalation Process is initiated by an HP representative (Sales, Account Manager, Project Managers, and Delivery Managers), or by engaging the Software Duty Manager (see section 6.1.5).

A formal Escalation may be requested when the standard support process and Software Duty Manager Process has not met your needs, will not deliver an acceptable solution in an agreed time frame, and the situation has a business impact that could be considered critical. The Escalation Team evaluates the best course of action and assigns an Escalation Manager to the situation if appropriate. Formal Escalations are defined as either an Enhancement Request Escalation or a Technical Escalation.

An Enhancement Review Escalation is a situation where resolving the issue would require a change in the product’s design or extend the product from obsolescence. You have already initiated and completed the Enhancement Request Process (see Section 5.1.13) and it did not meet your expectations. The financial impact of not having this feature needs to be clearly stated when having your HP representative initiate this Enhancement Review Escalation. Development and/or Product Management will be engaged to review this escalation.

A Technical Escalation is a situation where the normal support process is being used and is not likely to deliver a timely and/or acceptable solution. The main purpose of a Technical Escalation is to accelerate the resolution, engage additional resources where needed and to provide additional management oversight and communication.

6.1.7 Tell us what you think!—Participate in the customer survey

HP Software Support values your thoughts and ideas regarding your overall HP Software Support experience. At the end of each case, please take advantage of the opportunity to tell us how we do.

You can customize your surveys by editing your profile on SSO. Go to hp.com/go/hpsoftwaresupport and sign in. Then go to “Edit your profile” on the top of the page. Under “Edit your additional profile information”, you can now find “Customize my Support Survey Preferences”.

You can also contact us at any time at software.satisfaction@hp.com, to share your comments.

7. HP Software Solutions Community

The HP Software Solutions Community combines social media technologies with established HP customer communication channels to create a single virtual meeting place where you can get information and interact with your peers and HP Support experts.

Everything you need to get the most out of your HP solutions and support:

- Services, support, and education
- Interaction with your peers
- Access to HP experts
- Blogs, events, articles, and more
- Powerful search capabilities

To join in the discussions, visit hp.com/go/swcommunity.

8. Extending Your Support Offering

HP Software offers a breadth of support offerings that will assist you in optimizing your HP Software environment. HP Software Support programs help you achieve the highest Return on Investment for your HP Software. Our staff augments your staff to best manage HP Software in your IT environment. Maximize your return, improve and maintain continuity, stability, and performance.

For more information on all of our Support offerings, please visit www.hp.com/go/hpsoftwaresupport/support_options. For HP Software Premier Services go to www.hp.com/go/hpsoftwaresupport/premierservices



9. Additional HP Software Services Offerings

We want to help you unlock the full value of your HP Software investment! Please make sure that you review our complete set of service offerings, which include Support, Software-as-a-Service and Professional Services. In case of any questions related to our offerings, contact your HP Sales Representative or HP Software Authorized Partner. You may also visit hp.com/go/hpssoftwaresupport/support_options for more information.

9.1 Education Services

Make the most of HP Software with training from HP at www.hp.com/software/education.

9.2 Consulting

HP Professional Services provides best practice experience and productized services, exclusively focused on HP Software across the landscape of IT initiatives. Professional Services mentors, trains and enables you to align business outcomes with your investment and trust in HP's Software. For more information please visit the BTO Consulting website at hp.com/go/BTOprofessionalservices or our IM Consulting website at hp.com/go/IMprofessionalservices.

9.3 Software-as-a-Service (SaaS)

HP Software-as-a-Service (SaaS) provides a pre-deployed infrastructure over a secure Internet connection, as well as 24x7 support for select HP Software Business Technology Optimization (BTO) products. You achieve your desired business outcomes more quickly while minimizing risk and reducing IT complexity. <http://saas.hp.com>.



10. Appendix

10.1. Support Contract Sample

The HP Software Support contract usually contains multiple pages. The first page provides high-level information about your account and various contact information. Please make sure that your contact information is always up to date. The second and any following pages go into details as to what HP Software products are part of your support contract.

If a support contract is a renewal support contract, and is no longer covered by the upfront payment as part of the licence purchase, the following two pages (in our example below pages three and four), will then go into payment details. Our example does not include pricing and, therefore, no payment information is listed.


1. Customer address and contact information—states where contract is being sent

2. Your HP Contracts Administrator contact information

3. Support Account Reference is your “account” with HP. It can include multiple support contracts

4. The Service Agreement ID (SAID) is a unique identifier for each support contract. Please provide the SAID when contacting your HP Contracts Administrator or when logging a case

5. Your support contract start and end date



Support Account Overview

AMP ID: 0406855120
Special Terms and Conditions No:

1 Customer Address:
 Mr. Contactperson
 1234 Contactperson Street
 Mount Laurel NJ 08054-4635

Customer Contact:
 Mr. Contactperson

Hewlett-Packard Address:
 HEWLETT-PACKARD COMPANY
 8000 Foothills Blvd MS 5638
 ROSEVILLE CA 95747-5638

HP Contact:
 Debbie Staines
 Tel: 1-800-386-1115 X56470
 Fax: 1-800-307-0361
 E-mail deborah_staines@hp.com

This order is governed by the specific agreement referenced below in the comment section. If none is identified, then HP's standard terms, as indicated below for the services you purchased will apply. Either one is the "Agreement". Multi-year support renewals are governed by the Exhibit E24 in addition to the Agreement unless otherwise specified.

HP Standard Terms:
 For HP Software Support terms and datasheets, visit http://support.openview.hp.com/support_options.jsp
 For HP terms for Software-as-a-Service, visit <http://link.hp.com/u/50>
 For all other support terms and datasheets, including information on the format of this document, visit: <http://h20219.www2.hp.com/services/w1/en/always-on/hardware-support-documentation.html>

Your Support Access Options for Service Agreement Customers:

- **Support Contract Assistant(SCA)** - manage your service agreement online, visit www.esca.hp.com
- **HP Support Center** - <http://www.hp.com/go/hpsc>
- **HP Software Support Online** <http://support.openview.hp.com/>

Please have **3** Service Agreement **4** Product/Serial **5** e to expedite your support experience.

Support Account Reference	Service Agreement ID	Coverage Period From: To:	Description	Contract Total/USD
UNLOCKTHE VALUE	1040 6855 1276	01/01/2013 12/31/2013	sample only	

6. The Reference Number identifies a specific quote or contract

7. Customer contact person for software products

8. A list of all your HP Software products follows, incl. quantities
Licence to Use (LTU) products are listed twice, once under Technical Support and once under Update Service. Media products will only appear under Update Service

9. This page will state customer's total amount payable. This usually applies to renewal support contracts, where the support cost is no longer covered by the upfront payment associated with the original licence purchase

10. This page will state the payment schedule for the particular support contract

Support Account Detail



Special Terms and Conditions No:
Your PO Reference:
internal test/support use only
CCRN Number: 0406855120

Support Account Reference: UNLOCKTHE
VALUE

6 HP Reference Number: 2054671313

Equipment Address:
HEWLETT PACKARD CO
6000 Irwin Rd
Mount Laurel NJ 08054-4635

Software Update Address:
HEWLETT PACKARD CO
6000 Irwin Rd
Mount Laurel NJ 08054-4635

Hardware Contact:
Mr. Contactperson
Tel:
Fax:

7 **Software Contact:**
Mr. Contactperson
Tel:
Fax:

Coverage from: 01/01/2013 **to:** 12/31/2013

Service Agreement ID: 1040 6855 1276

Product No.	Description	Serial No.	Coverage Period from: to:	Qty.	Price/USD
HA107AC	HP Software 24x7 Support				
*** Software Support ***					
	HP Software Technical Unlimited Support				
	SW Technical Support				
	SW Electronic Support				
	24 Hrs Std Office Days				
	24 Hrs Day 6				
	24 Hrs Day 7				
	Holidays Covered				
	Standard Response				
T3869AA	HP Select Access Ext Site Software LTU		03/31/2013	1	
	Please note HP can no longer support this item from: 03/31/2013				
T7406AA	HP QC with BPT Area to Global SW LTU			1	
T6518AA	HP FT Seat User ExistCust SW LTU		04/30/2013	1	
	Please note HP can no longer support this item from: 04/30/2013				
T6518AA	HP FT Seat User ExistCust SW LTU		04/30/2013	1	
	Please note HP can no longer support this item from: 04/30/2013				
	HP Software Updates Service				
	License to Use & SW Updates				
	HP Recommended SW Upd Method				
	HP Recommended Doc Upd Method				
T3869AA	HP Select Access Ext Site Software LTU		03/31/2013	1	
	Please note HP can no longer support this item from: 03/31/2013				
T7406AA	HP QC with BPT Area to Global SW LTU			1	
T6518AA	HP FT Seat User ExistCust SW LTU		04/30/2013	1	
	Please note HP can no longer support this item from: 04/30/2013				

Special Terms and Conditions No:
Your PO Reference:
internal test/support use only
CCRN Number: 0406855120



Product No.	Description	Serial No.	Coverage Period from: to:	Qty.	Price/USD
T6518AA	HP FT Seat User ExistCust SW LTU		04/30/2013	1	
	Please note HP can no longer support this item from: 04/30/2013				

Summary of Charges
TOTAL INCLUDING TAX

0.00

Payment Schedule as of 12/18/2012

AMP ID: 0406855120

Settlement Period from: From:

Support Account Reference:

Applicable tax to be added to the invoice.

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10.2 Frequently Asked Questions and Answers

support.openview.hp.com/faq.jsp

Q: What is an SAID or Service Agreement ID?

A: The HP SAID is an identifier for your support contract with HP.

Q: Why does a customer need an SAID?

A: An SAID is required for access to secured pages of HP's Software Support Online (SSO) portal. An SAID is also needed for case logging via SSO as well as over the phone.

Q: Our support contract contact name has changed. How can we get the support contract updated?

A: In this case, please contact your Support Sales Representative.

Q: Where can I find my SAID?

A: Your SAID can be found as part of your HP support contract. If you have not received your support contract or you cannot find your SAID, please visit support.openview.hp.com/entitlement/contracts and select "Investigate contract" from the left hand menu.

Q: What is HP Software Support Online (SSO)?

A: HP Software Support Online is a fast, efficient way to access interactive technical support tools and account information for your HP Software solutions. With Software Support Online, you have around-the-clock online access to the information and tools used by HP Software support experts, such as the knowledge database for troubleshooting and product information. SSO also provides the capability to manage your account with access to information and tools for licenses, updates, and patches.

Q: Does user contributed information get posted to SSO's knowledge base?

A: User contribution is considered for possible enhancement of our knowledge base. Although customers do not directly author knowledge at this time, content is created by HP Software Support engineers based on real customer cases and feedback.

Q: How can I set my own search preferences for case searches?

A: We are currently not offering a personalized search memory.



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Q: What is the response time for a logged case?

A: Response times vary depending on your level of support and impact level.

Q: How do I find out my HP Order Number?

A: The HP Order Number can be found on your License Entitlement Certificate or Right-to-Use Certificate included in your product shipment. Alternatively you may inquire an HP Order Number investigation via support.openview.hp.com/entitlement/contracts and select "Investigate contract" from the left hand menu.

Q: I can no longer find my License Entitlement Certificate. What can I do?

A: Please log a non-technical case at hp.com/go/hpsupport/casemanager/submitcase > Submit a new case > Non-technical/business > Problem Category > Licensing. Please enter Entitlement Certificate copy request in the case title.

Q: Is there an online forum for HP Software users?

A: Yes, a discussion forum is available for HP Software products. The forum is a gathering place for IT professionals to solve problems, exchange ideas and best practices with peers. Plus, HP engineers participate in the forum as well to share their advice. Please visit the forum at hp.com/go/swcommunity.

Q: I have only one corporate email account, but would like to create additional HP Passport log-ins. Should I use my personal accounts?

A: No. We recommend you acquire an additional company email address or have a team member create a log-in.

Q: Do I need to enter the SAID into HP SSO with spaces?

A: No. SSO will automatically delete the spaces.



10.3 Quickstart Guide

This process is provided as an overview on how to best prepare to engage with HP Software Support in order to receive the most efficient and effective support experience.

Areas	Main Steps	Section																		
A: Basics	<div>1. Enter Important Reference Information:</div> <table><tr><td>My internal order number/ project name:</td><td>My HP Order Number(s):</td><td>My Service Agreement ID(s):</td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr></table>	My internal order number/ project name:	My HP Order Number(s):	My Service Agreement ID(s):																2
	My internal order number/ project name:	My HP Order Number(s):	My Service Agreement ID(s):																	
	<div>2. Create HP Passport Account at Software Support Online (SSO):</div> <div>Create your HP Passport credentials at: hp.com/go/hpsoftwaresupport (click on “Register” at top of website)</div>	3.1																		
B: Start Running Your Software	<div>3. Obtain Licensing Information:</div>	3.2																		
	Obtaining your Licence Key etc. Online: hp.com/software/licensing	3.2.1																		
	License Management	3.2.2																		
C: Support Tools & Community	<div>4. Utilize Standard Maintenance Tools:</div> <ul style="list-style-type: none">• Patches: support.openview.hp.com/selfsolve/patches• Manuals: support.openview.hp.com/selfsolve/manuals• Updates: www.hp.com/software/updates	5																		
	<div>5. Explore Support Tools:</div> <ul style="list-style-type: none">• Self-solve Knowledge Base: support.openview.hp.com/selfsolve/documents• HP Software Solutions Community: hp.com/go/swcommunity	5																		
D: Logging & Tracking a Support Case	<div>6. Log & Track a Support Case:</div> <div>Technical:</div> <div>For logging a case, you will need to have the following information in order to have the most efficient and effective support experience:</div> <ul style="list-style-type: none">• Service Agreement ID (SAID)—Contract that contains the product for which you need assistance• Contact information—Person logging the case• System information—What product is failing? Which version? What machine is the product running on?• Problem Description—What does normal system behavior look like?• Nature of problem—When did the problem begin? What has changed since it last functioned? Can the problem be reproduced?• Impact Level—What is the business impact of the problem? See definitions for impact levels at support.openview.hp.com/casemanager/help/case-help#impact	6.1																		
	<div>Non-technical:</div> <div>Non-technical cases could relate to using our website, general licensing, issues with SAID or general issues related to your support contract. Please log such questions at www.hp.com/go/hpsoftwaresupport/casemanager/submitcase. Select submit a new service request and choose from the drop down menu.</div>	5.1.9																		

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HP Software Support is here 24x7 to assist you in maximizing your investment in HP Software. Our goal is to help you solve problems faster while providing you with a world class support experience.


– Aileen Allkins, Vice President, HP Software Support

For more information

To ask questions about the Customer Support Handbook or to provide feedback, please go to hp.com/go/hpsoftwaresupport/casemanager/submitcase > Submit a new service request > Non-technical/business > Other. Please enter Customer Support Handbook in the service request title.

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HP Software Non-Production Licensing Guide

May 2015



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Summary

The HP Software Non-Production Licensing Guide documents the various ways HP Software provides software licenses for Non-Production use to customers.

Definitions

"Cold Standby System" means a standby non-production system which is NOT up and running. If the production system breaks down, or needs to be taken out of service, Licensee is required to switch on and start the Cold Standby System in order to take over for the production system.

"Development System" means a non-production development system which has a software product installed and is to be used for developing software product add-on applications.

"Development and Test Systems" means a Development System and a Test System.

"Hot Standby System" means a non-production system which is up and running, ready to take over from the production system if the production system breaks down or needs to be taken out of service.

"Non-Production" means internal use which is limited to use on Development and Test Systems and /or Hot and Cold Standby Systems.

"Raw Data Size" means the uncompressed data stored in an HP Vertica database as if such uncompressed data had been exported from the database in text format ("Raw Data Size"). HP includes all logical database entities (tables) and all derived and aggregate tables in the Raw Data Size Measurement. Data stored in Flex Tables will be counted as one tenth the capacity stored in a regular table (e.g. 1TB loaded into Flex Tables will count as 100GBs towards the license capacity). HP excludes the following from the Raw Data Size measurement:

- multiple projections (underlying physical copies) of data from a logical database entity (table); i.e. data appearing in multiple projections of the same table is only counted once
- data stored in temporary tables
- deleted data that remains in the database
- data stored in the Write Optimized Store (WOS)
- data stored in system tables such as monitoring tables, data collector tables, query repository tables, Database Designer work tables, etc.
- views
- copies or adaptations for back-up or archival purposes or when copying or adaptation is an essential step in the authorized use of the HP Vertica software

"Test System" means a non-production test system which has a software product installed and is to be used for a) software product migration testing, or b) software product pre-production staging.

Additional license authorizations and restrictions applicable to a software product are found at [**www.hp.com/go/SW Licensing**](http://www.hp.com/go/SW Licensing).

Non-production software categories

A software product is placed in one of the four categories, which are described in this section. This document covers HP Software's Autonomy portfolio for Information Management products, HP Software's Enterprise Security portfolio for HP ArcSight and HP Fortify products, HP Software's IT Management portfolio and HP Software's Vertica portfolio. The Enterprise Security portfolio for HP Atalla and HP TippingPoint products are excluded as well as the rest of the HP Autonomy portfolio and HP Exstream products.

Class 1

For Class 1 products, HP provides Non-Production licenses at No Charge for perpetual licenses only. You may receive up to six (6) Non-Production licenses for each production license acquired: one (1) for a use on a Hot Standby System, one (1) for use on a Cold Standby System, one (1) for use on a Development System and three (3) for use on a Test System. HP provides no charge Non-Production licenses for all Enterprise Security, Information Management, IT Management (previously called Hybrid & Cloud) and Vertica products, except those identified as Class 2 and Class 3 products below. Class 1 Non-Production licenses will be provided to customers upon request as described below.

Class 2

For Class 2 products, HP charges for Non-Production licenses in accordance with HP's then-current price list. See Additional License Authorizations documents for a list of the Class 2 product families for which Non-Production licenses are available. Separate product numbers are assigned for these Class 2 Non-Production use licenses and any additional use restrictions will be located in the Supporting Materials.

Class 3

For Class 3 Products, HP does not offer Non-Production licenses. Additional License Authorization documents specify which products covered by that document are Class 3 products. In addition to that, below is a list of the Class 3 products for which Non-Production licenses also are not available. There are no specific Non-Production product numbers for these products on the price list.

- All term licenses.
- Client Automation Center: Persistent Systems Limited Radia Client Automation Enterprise and Persistent Systems Limited Radia Client Automation Standard.

Class 4

For Class 4 products, HP provides Non-Production licenses at No Charge for perpetual licenses only. For each production license acquired, you are entitled to the below. The Non-Production license will not count against the Raw Data Size calculation, but it shall not exceed the Raw Data Size of the original license. The Non-Production license may be used on a Hot Standby or Cold Standby System; however, HP is not responsible for keeping the data between the systems synchronized.

(a) For the purpose of Hot Standby Systems and/or Cold Standby Systems, you may replicate its environment including the object code of the software, identical schema, projections, and data. The Non-Production license may be used on a Hot Standby System and/or Cold Standby System; however, you are solely responsible for keeping the data between the systems synchronized.

(b) For the purposes of Development and Test Systems, you may use a Non-Production license with unlimited Development and Test Systems.

Eligible Products are listed in the Additional License Authorizations document for HP Vertica Analytics Platform software products.

Process for requesting Class 1 and Class 4 Non-Production licenses

If you have an HP order number, you should contact one of the HP Licensing Centers listed at www.hp.com/software/licensing to request Non-Production licenses. Please be prepared to provide: original HP order number used for production licenses and products/quantities for the Non-Production request.

If you obtained licenses from HP acquired companies (and do not have HP order numbers), you should submit a support case for a non-technical license request through www.hp.com/go/hpsoftwaresupport.

Process for requesting Class 2 Non-Production and Class 3 licenses

You should order Class 2 Non-Production licenses and Class 3 licenses in the same manner that you order a production license.

Support for Non-Production licenses

A pre-requisite to obtaining support for Class 1 and Class 4 product Non-Production licenses is a valid support contract covering the Production license copies of products. Support for Class 1 and Class 4 Non-Production licenses is provided at no additional charge only if the corresponding production products are included in a current support contract with HP..

Support for Class 2 product Non-Production licenses requires a paid support contract for these licenses.

Frequently Asked Questions

Q: Is support free for Class 1 and Class 4 Non-Production licenses ?

A: No, in order to receive support, you must first purchase support on the production license configuration.

Q: Is support free for Class 2 Non-Production and Class 3 licenses ?

A: No, you must acquire support separately for the Class 2 Non-Production license and Class 3 license.

Q: Can a customer request a Non-Production license without purchasing a production license ?

A: No, Non-Production licenses are only provided when you have already purchased production licenses of the same software product.

Get connected

hp.com/go/SWlicensing

Latest version of software licensing documents

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